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*Agreement*

*Between the*

*United Teaching Assistants  
of Oswego County BOCES*

*and the*

*Oswego County Board of Cooperative  
Educational Services*



*July 1, 2008 – June 30, 2012*

## Table of Contents

Preamble .....	1
<b>Article 1 Recognition .....</b>	<b>1</b>
1.1 Recognition and Unit Definition.....	1
<b>Article 2 Payroll Deduction.....</b>	<b>1</b>
2.1 Dues Deduction Form.....	2
2.2 Changes in Deduction Amount.....	2
2.3 Method of Deduction .....	2
2.4 Payroll Deductions.....	3
2.5 Flexible Spending Plan .....	3
<b>Article 3 Management Rights.....</b>	<b>3</b>
<b>Article 4 Personnel Policy .....</b>	<b>3</b>
4.1 Sick Leave; Sick Leave/Retirement.....	3
4.2 Bereavement Leave.....	4
4.3 Personal Leave .....	4
4.4 Maternity – Disability Leave .....	5
4.5 Jury Duty.....	6
4.6 Emergency Leave.....	6
4.7 Unpaid Leave of Absence.....	7
4.8 Association Leave.....	7
4.9 Work Day and Work Year .....	7
4.10 Job Abolition.....	7
4.11 Voluntary Transfers .....	8
4.12 Involuntary Transfers.....	8
4.13 Temporary Reassignments.....	8
<b>Article 5 Personnel Files.....</b>	<b>8</b>
5.1 Signature of the Employee.....	8
5.2 Response by the Employee .....	8
5.3 Review of Official File .....	9
5.4 Copying Contents of Official File.....	9
5.5 Additions by the Employee to the Official File .....	9
5.6 Employee Evaluation .....	9
5.7 Disciplinary Conference .....	9
<b>Article 6 Work Seminar Programs .....</b>	<b>9</b>
6.1 Training Seminar Programs .....	9
<b>Article 7 Grievance Procedure .....</b>	<b>10</b>
7.1 Definition .....	10
7.2 Procedures.....	10

## Table of Contents

7.3	Grievance Process.....	10
7.4	Time Limits.....	11
<b>Article 8</b>	<b>Salary</b> .....	12
8.1	Salary Levels 2008-09, 2009-10, 2010-11, 2011-12 .....	12
8.2	As Teacher Substitute .....	14
8.3	Long Term Substitute .....	14
8.4	Teaching Assistant Permanent Substitute.....	14
<b>Article 9</b>	<b>Insurance</b> .....	14
9.1	Health Insurance .....	14
9.2	Dental Insurance .....	17
9.3	Disability Insurance .....	17
9.4	Life Insurance .....	17
9.5	Vision Insurance .....	17
<b>Article 10</b>	<b>Job Postings</b> .....	18
10.1	Vacancies .....	18
10.2	Announcements.....	18
<b>Article 11</b>	<b>Use of BOCES Equipment and Facilities</b> .....	18
<b>Article 12</b>	<b>Miscellaneous</b> .....	18
12.1	Savings Clause .....	18
12.2	Travel .....	19
12.3	Contract and Orientation Reproduction .....	19
12.4	Workers' Compensation .....	19
12.5	Negotiation Procedures.....	19
12.6	Obligation of the Parties .....	19
12.7	Board Agenda .....	20
12.8	Meetings Where Disciplinary Action is Discussed .....	20
12.9	Summer School Work.....	20
12.10	District Superintendent's Day Planning Committee.....	20
12.11	Assignment .....	20
12.12	Immunizations.....	20
12.13	Safety Glasses .....	20
12.14	Complete Agreement .....	21
12.15	Statutory Provisions .....	21
12.16	Snow Days .....	21
12.17	403(b) Contributions.....	21
<b>Duration of Agreement and Signatures</b>	.....	24

## **PREAMBLE**

This Agreement is entered into this first day of July, 2008 between the Board of Cooperative Educational Services, Sole Supervisory District, Oswego County, hereinafter referred to as the “BOCES” and the United Teaching Assistants of the Oswego County BOCES, hereinafter referred to as the “Association”.

## **ARTICLE 1**

### **Recognition**

#### **1.1 Recognition and Unit Definition**

BOCES agrees that the Association is the sole and exclusive bargaining agent for all Teaching Assistants regularly working half time or more hours, and terms and conditions of employment in settlement of grievances and all other lawful purposes under the laws of the State of New York.

## **ARTICLE 2**

### **Payroll Deduction**

#### **2.1 Dues Deduction Form**

The BOCES agrees to deduct membership dues for the Association and its affiliates from the salaries of employees within this negotiating unit membership as said employees individually and voluntarily authorize the BOCES to deduct and to transmit the monies promptly to the Association. Employee notifications shall be in writing in the form set forth on the following page:

**DESIGNATION AND PAYROLL AUTHORIZATION**

---

(Print) Last Name	First Name	Middle Initial	Program
Street	City	State	Zip

TO: Oswego County BOCES

Pursuant to Chapter 392, Laws of 1967, I hereby request and authorize you to deduct from my salary and transmit to the United Teaching Assistants of Oswego County BOCES the dues as certified below. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the BOCES and its officers from any liability therefore. This authority shall be continuous while employed in this school system or unit withdrawn by written notice.

---

Employee's Signature	Date
----------------------	------

**2.2 Changes in Deduction Amount**

The Association shall certify the current rate of its membership dues and service fee in writing to the Board. Any change in the rate of the above mentioned membership dues shall be given to the Board thirty (30) days prior to the effective date of such change in dues deduction.

**2.3 Method of Deduction**

- A. The total membership for the designated associations, certified as mentioned above, shall be deducted in equal installments beginning with the first pay period in October and ending the last pay period in May. No later than two (2) weeks prior to the first scheduled paycheck in October, the Association shall provide the Board with a list of the original signed dues authorization cards of those employees who have voluntarily authorized the Board to deduct dues. If an employee joins the Association after October, the dues shall be deducted in the same amount as other employees for the remainder of the deduction period ending in May.
  
- B. The BOCES shall deduct each month from the salary of each bargaining unit person who is not a member of the Association a monthly service fee as a contribution toward the negotiation and administration of the Agreement and the representation for such employee. The service fee, which shall be payable and forwarded to the Association, will be deducted in accordance with the current dues deduction procedures. However, agency fee paying members are entitled (upon written request) to refunds for expenses or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

- C. The BOCES shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to the Association. Each transmittal shall be accompanied by a list of those members who withdrew payroll deduction authorization.

**2.4 Payroll Deductions**

The Board agrees to deduct the amount individually and voluntarily authorized in writing from the salaries of bargaining unit members and will transmit the monies promptly to the appropriate body for (1) Credit Union, (2) NYSUT Benefit Trust, (3) Vote Cope and (4) United Way.

**2.5 Flexible Spending Plan**

Effective July 1, 1995, the BOCES will provide a Flexible Spending Plan pursuant to Sections 125 and 129 of the IRS Code. The administrative costs of such plan will be paid by the BOCES.

**ARTICLE 3**

**Management's Rights**

**3.1 Management's Rights**

Any and all rights, powers and authorities the BOCES had prior to entering into this Agreement are retained by the BOCES except as expressly and specifically abridged, delegated, granted or modified by the Agreement.

**ARTICLE 4**

**Personnel Policy**

**4.1 Sick Leave**

- A. Employees will receive 1.25 sick leave days for each month of the year they are employed cumulative to 250 for 2008-09 and 265 for 2009-10, 2010-11 and 2011-12. These days will be granted to the employee on the first day of their employment in that year. Those employees who start their employment after September 1 or prior to June 30 will have their sick leave days prorated according to the number of months they will work in that year. Those employees who formerly received 15 days sick leave per year will continue to do so.

Prior to September 1 of each school year, each bargaining unit member will receive a written accounting of the number of sick days they have accumulated.

### **Sick Leave/Retirement**

- A. Over the course of a school year, up to twenty-five (25) of the accumulated sick days may be used for illness in the immediate family. Immediate family shall include only spouse, children, parents of the employee or spouse, domestic partner or other legal dependents in the employee's household.
- B. Effective July 1, 1999, family sick leave may be used for the adoption of a child. A maximum of twenty-five (25) accumulated sick leave days may be used for adoption purposes for the 2008-09, 2009-10, 2010-11 and 2011-12 school years.
- C. A physician's certificate of illness may be required prior to the employee's return to work at the discretion of the District Superintendent or designee if the employee has been absent five (5) consecutive days.
- D. Effective July 1, 1984, bargaining unit members who retire under provisions of the NYSTRS from the BOCES will be reimbursed \$40 per accumulated sick day up to a maximum of 250 days for 2008-09 and \$45 per accumulated sick day up to a maximum of 265 days for 2009-10, 2010-11 and 2011-12 if the retirement notice is given two (2) months prior to the effective date of the retirement.

### **4.2 Bereavement Leave**

- A. Each employee will be entitled to be absent for a maximum of up to five (5) working days per death in the immediate family.
- B. The immediate family, for this section, is defined as spouse, father, step-father, mother, step-mother, child, brother, sister or domestic partner.
- C. In the event of a death of a member of the family other than those listed above in 4.2B, an employee will be entitled to be absent for a maximum of three (3) working days per death. For this section, family is defined as a relative residing with the employee, grandparent, grandchild, aunt, uncle, niece, nephew, mother-in-law, father-in-law, sister-in-law, brother-in-law.
- D. Additional bereavement days may be granted by the District Superintendent or designee due to special circumstances.

### **4.3 Personal Leave**

- A. Each member of the bargaining unit shall be entitled to three (3) days of personal leave at full pay each school year of this Agreement. Unused personal leave shall be cumulative at the end of the school year as sick leave.
- B. Requests for personal leave must be made to the employee's immediate supervisor and approved by the District Superintendent and/or designee. Requests for personal leave must be made at least twenty-four (24) hours in advance of the start of the leave whenever possible. If unable to submit the request in advance, the request must be submitted within twenty-four (24) hours after returning to work.



- C. Bargaining unit employees need not specify the exact nature of the use of personal leave if the reason falls into one of the following categories:
  - 1. Legal matters involving the employee making the request
  - 2. Religious observances, weddings, honors and awards ceremonies, graduation involving the employee or immediate family, school visitations and/or school conferences
  - 3. Severe weather conditions that prohibit attendance at work
- D. Two (2) days of three (3) days allowed for personal days may be taken by the employee for no reason provided but this change does not alter, modify or change the intent of any part of section 4.3
- E. If the employee wishes to use personal leave for some reason not listed in this category, the employee must state in writing the specific reason for the leave and submit it in the prescribed procedure.
- F. The following reasons are not valid for the use of personal leave:
  - 1. Extension of vacation period immediately before or after a holiday or recess period. This is exclusive of regular weekends. In cases of compelling personal business which cannot be conducted outside normal school hours, the District Superintendent or designee may grant special permission for use of personal leave.
  - 2. Job interview
  - 3. Recreation
  - 4. Working for another employer
- G. When the number of requests for personal leave on a particular date is such that the granting of all requests would, in the exclusive opinion of the BOCES, disrupt operations for that day, the District Superintendent or designee shall determine that employees be granted personal leave on a first-come, first-serve basis.

#### **4.4 Maternity – Disability Leave**

##### **A. Maternity – Disability Leave**

An employee who is pregnant may continue in active employment as late into pregnancy as desired, as long as the employee is capable of performing their duties. Such employee shall have the right (a) to return to active employment whenever after delivery, the physician verifies in writing that the employee is capable of performing her duties, (b) to use accumulated sick leave benefits in the event the employee is not capable of performing her obligations by reason of a medical disability as verified by the physician in connection with or resulting from the pregnancy.

Reasonable notice will be given by the employee when they intend to leave and when they intend to return.

The employee's letter of request for child bearing and/or child rearing shall state the anticipated date as to when the leave is to commence and when it is to terminate.

For regular teaching assistants, the return to duty shall conform to the beginning of the school quarter i.e. September, November, February or April.

The employee may return to work at an earlier date with the approval of the District Superintendent. Such approval shall be within the sole discretion of the District Superintendent, who may request a doctor's certificate.

**B. Child Rearing Leave**

In the case of a birth or adoption of a child, an employee, upon written request, shall be granted an unpaid leave of absence up to a maximum of two (2) full school years for child rearing purposes under the following conditions.

Requests shall be submitted at any time between the commencement of the pregnancy and one month prior to the birth of the child and as soon as possible in the case of adoption.

**C. Other Applicable Conditions**

Child rearing leaves will be without pay.

Benefits will not be accumulated during the period of the leave.

In the case of a probationary employee, the time accrued during such leave shall not be credited to the probationary period for the purpose of obtaining tenure.

Upon returning from such leave, the employee will be placed at the salary consistent with the salary when they began their leave.

All benefits to which the employee was entitled at the time of the leave will be restored upon return.

**4.5 Jury Duty**

In the event that a teaching assistant is called for jury duty, the unit member shall continue to receive full pay during this period. Any reimbursement for jury duty will be remitted to BOCES.

**4.6 Emergency Leave**

Emergency leave may be granted at the discretion of the District Superintendent and/or designee. This leave shall be utilized only for major catastrophic occurrences such as fire, accident or other such disasters not covered by any other leave provisions of this Agreement.

**4.7 Unpaid Leave of Absence**

- A. Upon request of a member of this bargaining unit, the BOCES may, at its discretion, grant a leave of absence without pay, or benefits up to one (1) year at a time.
- B. Bargaining unit members on unpaid leaves of absence due to child bearing and medical reasons and who are not drawing sick leave benefits, shall be allowed to continue insurance benefits at the appropriate current employee active rate for the remainder of the school year in which the leave is commenced. On a commitment to return for September with notice by June 15, insurance benefits will be continued for the summer months. Thereafter, the unit member may opt to carry such plans but will do so at their own expense for the remainder of the leave.
- C. Any employee on an unpaid leave of absence, unless qualified under the exception in 4.6B above, may retain employee health, dental and disability insurance coverage by reimbursing BOCES the full premium cost. The BOCES shall make the appropriate premium payment for the month in which the leave of absence commences and for the month in which employment recommences after completion of the unpaid leave of absence.

**4.8 Association Leave**

Effective July 1, 2002 ten (10) days per year shall be provided for the use of the Association President or employee designee. These days shall be without loss of pay. It is understood that the Association President shall notify the District Superintendent at least five (5) days in advance of the use of such days in order to permit arrangements to be made for a substitute, if necessary.

**4.9 Work Day and Work Year**

- A. The work day and work year shall be the same as that of the Teacher with whom the Teaching Assistant is assigned to work.
- B. Teaching Assistants will have a 15 minute break in the morning and afternoon to be mutually scheduled between the Teacher and Assistant.

**4.10 Job Abolition**

When the BOCES abolishes Teaching Assistant positions, the services of the Teaching Assistant having the least seniority shall be discontinued. Any Teaching Assistant whose services have been discontinued will be placed on a preferred eligible list for seven (7) years to be reinstated if a vacancy occurs. This section shall be in keeping with Section 2510 of Education Law.

**4.11 Voluntary Transfers**

- A. When there are bargaining unit position openings within the BOCES caused by a termination, resignation, retirement or creation of a new position, the BOCES will give consideration to the most senior applicant who applies. Although seniority will be an important consideration, other factors such as qualifications, work record and attendance shall be given equal consideration in making a selection.
- B. Bargaining unit members desiring a change in assignment or a transfer to another building or any other position for which a vacancy has not been posted, shall file a written statement of such desire with their program administrator. Every effort will be made to accommodate such voluntary reassignment requests.

**4.12 Involuntary Transfers**

- A. If there are no applicants for an opening and BOCES finds itself in a position of involuntarily transferring an employee, the least senior employee will be involuntarily transferred. Seniority shall be BOCES-wide seniority.
- B. In the event of reassignment or if an involuntary transfer is necessary, advance notice by the appropriate administrator will be given whenever possible.

**4.13 Temporary Reassignments**

- A. Unit members temporarily reassigned to a classroom in a different component district other than that to which they are permanently assigned, shall receive an additional \$50 per day for each day so assigned if the work day hours are different than their current assignment.

**ARTICLE 5**

**Personnel Files**

**5.1 Signature of the Employee**

In the event that any document relating to an employee's performance is placed in such individual's personnel file, a copy of the document shall be shown to the employee who shall sign the instrument signifying that the employee has read such document. The signature in no way indicates agreement with the contents of the document. If the document relates to the individual's performance, then the individual shall receive a copy.

**5.2 Response by the Employee**

The employee shall have the opportunity to respond in writing to any documentation placed within the employee's official personnel file, but any such response must be made within twenty (20) working days of the time the employee initially signed this document.

**5.3 Review of Official File**

Upon the request of any employee, the employee's immediate supervisor shall meet with the employee to discuss the contents of any document placed in the employee's official personnel file.

**5.4 Copying Contents of Official File**

Upon request, and in the presence of the District Superintendent and/or designee, individual employees shall have the right to review and make copies of contents of their own official personnel file. In a given school year, an employee may request and receive copies of ten (10) pages at no cost. Each additional page will be copied at the rate of ten (10) cents per page. A meeting time to review the file will mutually be scheduled with the employee within seven (7) school days of the request.

**5.5 Additions by the Employee to the Official File**

Employees shall have the right to have entered into their official personnel file, information or certificates received by them pertinent to any credit or course of study, workshops, etc.

**5.6 Employee Evaluation**

Each tenured employee shall be evaluated by an Administrator once a year. Each non-tenured employee shall be given two evaluations per school year. One evaluation will be completed by mid-year and a final evaluation prior to the end of the school year. Within seven (7) school days of the mid-year evaluation, there will be a conference between the supervisor and the employee to discuss the evaluation. Each evaluation will be in written form and will be placed in the employee's personnel file after the employee has reviewed and signed it. The signature designates only that the employee has seen the evaluation. The employee will receive a copy of each of the evaluations. The employee may attach a written response to the evaluation form. No bargaining unit member will evaluate any other bargaining unit member.

**5.7 Disciplinary Conference**

If there is a conference, which the BOCES calls for disciplinary matters, the employee may have a representative present.

**ARTICLE 6**

**Work Seminar Programs**

**6.1 Training Seminar Programs**

Employees may request approval for attending work seminar programs. The cost of the seminars will be determined by the District Superintendent and, if approved, paid by the BOCES. Approval shall be at the sole discretion of the District Superintendent.

## ARTICLE 7

### Grievance Procedure

It is the purpose of this procedure to secure at the lowest possible administrative level equitable solutions to alleged grievances of employees through procedures under which they may present grievances and by which the Board and its employees are afforded adequate opportunity to dispose of their differences.

#### **7.1 Definition**

A grievance is a claim that there has been a violation of an express provision of this Agreement that is filed within thirty (30) working days of the time the employee knew, or should have known, of the act or condition on which the claim is based.

#### **7.2 Procedures**

- A. Every employee in the unit shall have the right to present a grievance in accordance with the provisions hereof free from interference, coercion, restraint, discrimination or reprisal.
- B. All grievances shall include the following information:
  - 1. The identity of the provision of this Agreement in said grievance.
  - 2. The time when and the place where the alleged events or conditions existed, if known.
  - 3. A general statement of the nature of the grievance.
  - 4. The remedies sought.
- C. All appeals and decisions shall be in writing and shall be promptly transmitted to the aggrieved, the Association and the BOCES.
- D. The preparation and processing of grievances insofar as practicable shall be conducted outside the hours of employment.
- E. The parties agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievances.
- F. At any grievance meeting, each party has a right to representation and to confront and cross examine all witnesses called against the individual to testify and to call witnesses on the employee's own behalf.

#### **7.3 Grievance Process**

- A. Stage One – Immediate Supervisor
  - 1. A party having a grievance will discuss it with their immediate supervisor with the objective of resolving the matter informally. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) working days of receipt of the written

grievance, the immediate supervisor will reduce a decision to writing and transmit it to the aggrieved and the Association.

2. Election of an alternative course of action remedy prior to the submission of a grievance of this stage shall be considered to be a waiver of the right of the employee thereafter to seek recourse by means of the grievance procedure.

B. Stage Two – District Superintendent

1. Any appeal of the Stage One decision must be submitted in writing to the District Superintendent within ten (10) working days of the receipt of the Stage One decision.
2. The District Superintendent or designee will schedule a meeting and render a decision within fifteen (15) working days of receipt of the appeal.

C. Stage Three – Board of Education

1. Any appeal of the Stage Two decision must be submitted by the Association to the Board of Education within ten (10) working days of the receipt of the Stage Two decision.
2. The Board of Education will schedule a meeting in executive session which an Association representative(s) may attend to present its position, and it shall render a decision within fifteen (15) days of the receipt of the appeal.

D. Stage Four – Binding Arbitration

1. Any appeal to the Stage Three decision must be submitted by the Association to the American Arbitration Association (copy to the District Superintendent) for arbitration in accordance with its Voluntary Labor Arbitration Rules within fifteen (15) working days of its receipt of the Stage Three decision.
2. Arbitration shall only involve claim violations to this Agreement and shall not be contrary to law, Commissioner's Regulations or policies of the Board of Regents.
3. The arbitrator's decision will be in writing and will set forth the finding of fact, reasoning and conclusions on the issues.
4. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law and which is violative of the terms of this Agreement.

#### **7.4 Time Limits**

- A. Failure of the Association or of an aggrieved employee to comply with the time limits provided shall be considered as an acceptance of the last previous answer to the grievance and shall be the disposal of such grievance on that basis.
- B. Failure at any stage of the grievance procedures to communicate a decision to the aggrieved party and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allocated had the decision been communicated by the final day.

- C. When a grievance arises late in the school year, the parties will attempt to agree on a shorter time limitation or, where possible, time limits which would permit the grievance to be processed over the vacation period in an effort to resolve the grievance as quickly as possible.
- D. The time limit specified may be extended by mutual agreement.

**ARTICLE 8**

**Salary: 2008-09, 2009-10, 2010-11, 2011-12**

**8.1** All unit employees shall receive an increase of 4% on total salary for each year of the length of the contract.

**A. 2008-2009**

Hiring Rate     \$15,525

Hiring rate is established by adding 4% to the 2007-2008 hiring rate and subtracting \$200.

**B. 2009-2010**

Hiring Rate     \$15,946

Hiring rate is established by adding 4% to the 2008-2009 hiring rate and subtracting \$200.

**C. 2010-2011**

Hiring Rate     \$16,384

Hiring rate is established by adding 4% to the 2009-2010 hiring rate and subtracting \$200.

**D. 2011-2012**

Hiring Rate     \$16,839

Hiring rate is established by adding 4% to the 2010-2011 hiring rate and subtracting \$200.

Prior to or during their first month of each school year, all bargaining unit members will receive a printed notice of their current salary including position.



E. College Credits

1. College credits will be compensated at the following rates:
  - i. In-service – 15 hours = 1 hour of undergraduate credit.
  - ii. Undergraduate: \$24.00 per credit hour for 2008-09, \$25.00 per credit hour for 2009-10, \$26.00 per credit hour for 2010-11 and \$27.00 per credit hour for 2011-12.
  - iii. Graduate: \$36.00 per credit hour for 2008-09, \$37.00 per credit hour for 2009-10, \$39.00 per credit hour for 2010-11 and \$41.00 per credit hour for 2011-12.
2. Six (6) hours required for Teaching Assistant certification is excluded from #1 above.
3. A maximum of thirty (30) hours in a matriculated program acquired prior to July 1, 1986 will be compensated as per above.

F. Degrees and Other Stipends

Effective July 1, 2008, degrees and stipends will be paid at the following annual rates:

Item	2008-2009	2009-2010	2010-2011	2011-2012
Associate's	\$291	\$303	\$315	\$328
Bachelor's	\$582	\$605	\$629	\$654
Master's	\$699	\$727	\$756	\$786
Interpreter's	\$757	\$787	\$819	\$852
Brailist's	\$757	\$787	\$819	\$852

G. Longevity

Longevity will be paid at the following annual rates for those employees who have completed the required number of years of service.

	2008-2009	2009-2010	2010-2011	2011-2012
After 14 years	\$495	\$515	\$536	\$557
After 19 years	\$670	\$697	\$725	\$754
After 24 years	\$786	\$817	\$850	\$884
Total	\$1,951	\$2,029	\$2,111	\$2,195

## **8.2 As Teacher Substitute**

- A. On occasions when a Teaching Assistant substitutes for the regular teacher, the Teaching Assistant will receive \$34.94 for 2008-09, \$36.34 for 2009-10, \$37.79 for 2010-11 and \$39.30 for 2011-12 per day over and above their daily rate, effective July 1, 2002. Teaching Assistants will be paid a pro-rated amount for a half day. This substitute rate will also apply when a teacher is out of the room for ½ day for professional obligations, Annual Review writing, conferences and/or Committee for Special Education meetings which may occur.
- B. When the classroom teacher is absent, unit members shall be afforded the opportunity to serve as the substitute teacher on a daily rotating basis in order to provide equal opportunity to all members. The first opportunity will be offered to the most senior Teaching Assistant in the classroom. Unit members will have the right to opt out of the rotation at any time but may return to the rotation upon request.

## **8.3 Long Term Substitute**

- A. In the event that the BOCES knows from day one that the length of the substituting will exceed thirty (30) working days in the same assignment, the designated Teaching Assistant will be paid the daily rate of the starting salary of the Teaching Assistant salary schedule from the first day of the assignment provided such Teaching Assistant may be employed pursuant to the applicable provisions of law.
- B. If a short term assignment becomes long term and exceeds thirty (30) working days in the same assignment, the designated Teaching Assistant will be paid the daily rate of the starting salary of the Teaching Assistant salary schedule, effective on the 31<sup>st</sup> day of the assignment, provided such Teaching Assistant may be employed pursuant to the applicable provisions of the law.

## **8.4 Teaching Assistant Permanent Substitute**

Those Teaching Assistants who have served the BOCES as long term substitutes will be considered for permanent positions prior to hiring from the outside.

# **ARTICLE 9**

## **Insurance**

### **9.1 Health Insurance**

Effective January 1, 2000 health and major medical insurance shall be provided by the Oswego County BOCES on a self-insured basis with a third party administrator. The BOCES (Oswego County BOCES) Health and Major Medical Plan shall be equal to the benefits in effect during the 1998-1999 school year (the Blue Cross of Utica/Watertown and Guardian Life Insurance Plans), including voluntary pre-certification.

The BOCES will pay 95% of the premium costs in 2008-09, 94% of the premium costs in 2009-10, 92% of the premium costs in 2010-11 and 90% of the premium costs in 2011-12 for eligible enrolled bargaining unit members for individual and for dependent coverage. The plan shall include an ambulance and accident “rider”. Employees who retire under the NYSTRS or the NYSERS are eligible to continue their health insurance in effect at the time of such retirement and shall be eligible to participate in this plan at the active employee contribution rate.

To be eligible to participate in the BOCES Health Insurance Plan as a retiree, an employee must have served a minimum of ten (10) consecutive years within the BOCES. If a break in service occurs, then an employee will need a total of fifteen (15) years with the BOCES. Any leave of absence granted by the BOCES shall not serve as a break in service; however, only paid leaves shall continue to accrue time toward this service credit. Any unpaid leave, while not creating a break in service, shall not count as accrued time toward service credit. A break in service shall occur when an employee terminates by either resigning, discharge or other action which removes them from maintaining an employment status with the BOCES.

Furthermore, such employees must actually qualify for and retire under the provisions of the New York State Teachers Retirement System or the New York State Employees Retirement System.

Furthermore, any Teaching Assistant who is laid off at the end of the school year but is called back by November 15 of that same year will not be considered to have broken their service for this provision. An employee who is on a preferred eligible list shall also not be considered to have broken their service unless such employee refuses a return to work offer by the BOCES. Upon declination, such employee shall be considered to have broken their service.

Unit members, employed less than thirty (30) hours per week, will have their health insurance premiums paid on the basis of 75% BOCES contribution and 25% employee contribution. Those unit members employed less than thirty (30) hours per week but employed in that manner prior to July 1, 1997 shall have their contributions paid at the current employee contribution rate.

The BOCES further agrees to the following:

The creation of an Administrative Oversight Committee (herein after referred to as “the committee”) consisting of two (2) representatives from the Teachers’ Association and one (1) representative from each of the other two NYSUT Affiliated Units in the BOCES, four (4) representatives selected by the District Superintendent and a representative from the current third party administrator (advisory only, non-voting). A major function of this committee shall be to hear appeals from the health insurance participants regarding claim denials and make final and binding decisions on those appeals. Any appeals not successfully resolved through this committee process shall be addressed in accordance with the deadlock procedures outlined in Article 3, Paragraph B, Section 3 (of the teachers’ contract).

Initially, all appeals must be made directly to the third party administrator as part of its administrative role. Unresolvable issues will be brought before the Oversight Committee when the appeal indicates inconsistent past adjudication practices or where prior adjudications are in specific contrast to previously negotiated benefits. Meetings shall be held bi-monthly during the first year of implementation of the BOCES Health Insurance Plan, and thereafter, such meetings shall be held on an as-needed basis. Meetings to hear appeals shall be held no later than thirty (30) days after receipt of an appeal.

Bargaining unit members serving on this committee shall be provided with paid release time for any necessary meetings held during the regular work day.

The BOCES agrees that if a bargaining unit member can demonstrate via a past practice, as evidenced by the explanation of benefits, that a benefit claim has been previously paid, or paid at a specific level, even if such benefit is not explicitly stated in the plan document, that benefit claim shall be presented to the committee for determination. Such determination shall be limited to benefits provided within the previous two (2) years from inception of any changes in third party administrator.

Other functions of the committee would be to review annual rates (premium equivalency rates) for the plan and to participate in the review of the reserve account. The committee will also review and evaluate the current third party administrator annually and recommend changes, if necessary, to insure service and financial stability. It is understood that no changes in third party administrator will be made without the recommendation and a majority consensus of the Oversight Committee.

1. The BOCES will maintain a specific and aggregate stop loss insurance. The initial annual stop loss attachment point for any specific individual shall be no greater than \$150,000. The specific and aggregate stop loss contracts shall each have no less than a \$1 million annual maximum in support of the plan's unlimited maximum benefit. The stop loss carrier(s) supporting the plan shall not be changed unless notice is given to the committee.
2. The committee shall also be provided, in a semi-annual basis, financial and other reports regarding the plan as needed. The BOCES shall provide liability protections for bargaining unit members serving on the committee.
3. The BOCES agrees that the New York State Insurance Department mandates as regards insured health and major medical insurance plans in New York State, including confidentiality requirements, shall be automatically added to the BOCES plan and the BOCES shall routinely inform the committee and bargaining unit members of such changes.
4. Decisions on appeals made by this committee shall not be subject to Article 7 (Grievance Procedures) of this contract.

**9.2 Dental Insurance**

The BOCES’ contribution to the Dental Plan will be as follows: \$495 for 2008-09, \$515 for 2009-10, \$536 for 2010-11 and \$557 for 2011-12 for each bargaining unit member. The BOCES liability under this Article shall be limited as above per year per bargaining unit member.

**9.3 Disability Insurance**

A. An employee in this bargaining unit may elect to have a deduction made from the employee’s normal paycheck for disability insurance premiums. It is understood that there shall be only one agent to whom the BOCES will send the money that has been withheld. The BOCES shall be notified of the name of such agent at least thirty (30) days prior to the time any such deductions are made.

B. The BOCES shall provide disability insurance through the State Insurance Fund for all employees covered by this Agreement and the premium costs shall be paid in full by the BOCES. The coverage shall be effective upon satisfaction of the four (4) week waiting period following acceptance of the BOCES’ application by the Worker’s Compensation Board and State Insurance Fund Company.

**9.4 Life Insurance**

Employees in this unit shall be covered by a \$9,000 term life insurance policy, premiums to be paid by the BOCES.

**9.5 Vision Insurance**

Examination	12 months
Lenses	12 months
Frame	24 months

**Benefits:**

Examination	\$27			
Single Vision	\$15			
Bifocal (Single)	\$25	Bifocal (Double)	\$50	Trifocal \$37
Lenticular	\$112			
Frame	\$25			
Contact Lenses	\$75			

**Premium Sharing:** BOCES share = 90% Employee share = 10%

**Coverage:** Individual and family

The new Prescription Drug Plan shall be amended to include a co-pay for prescription drugs as follows:

\$5.00 Co-pay for Generic Prescriptions  
\$10.00 Co-Pay for Brand Name Prescriptions  
\$0.00 Co-Pay for Mail-in Prescriptions

## **ARTICLE 10**

### **Job Postings**

#### **10.1 Vacancies**

All bargaining unit vacancies which entail the same basic type of work as positions within the bargaining unit shall be posted electronically on the BOCES website, and in all departments for at least five (5) calendar days prior to filling. All bargaining unit vacancy notices will be sent to the Association President.

#### **10.2 Announcements**

Additional copies of vacancy announcements in this bargaining unit shall be provided to the President of the Association five (5) calendar days prior to the filling of such positions by the BOCES for posting in other areas.

## **ARTICLE 11**

### **Use of BOCES Equipment and Facilities**

The Association shall have the use of BOCES facilities and equipment such as office equipment, bulletin boards, mailboxes, school mail and rooms for meetings. The Association will provide needed supplies or paper for the operation of any office equipment.

## **ARTICLE 12**

### **Miscellaneous**

#### **12.1 Savings Clause**

If any provision of this Agreement or application of the Agreement to any employee or group of employees of the Association shall be found contrary to law, then such a provision or application shall not be deemed valid and subsisting except to the extent permitted by law but all other provisions or applications will continue in full force and effect.

## **12.2 Travel**

Any employees who are required to use their personal vehicles for transportation in the performance of their duties shall be reimbursed for miles at the current IRS rate. Eligible mileage for itinerant employees shall be interpreted as that travel between schools. Mileage shall not be paid from home to school. Any employee who, after reporting to his or her assigned area, is directed to report to another area for reassignment will be paid mileage.

## **12.3 Contract and Orientation Reproduction**

Within sixty (60) days after the signing of this Agreement by both parties, the BOCES will furnish to each employee covered by this Agreement an individual copy. In addition, each new employee to be covered by this Agreement shall, upon employment, be furnished with a copy of this Agreement. The total cost of printing 200 copies will be paid equally by the BOCES and the Association.

New employees will be given an orientation at the time of their employment. The BOCES, in addition to outlining responsibilities and benefits, will also provide employees with a copy of the current Collective Bargaining Agreement.

## **12.4 Workers' Compensation**

Any bargaining unit employee who is unable to perform the duties of employment because of injuries received in the service of the BOCES and who receives Workers' Compensation benefits shall be eligible to receive a supplemental sum equal to the difference between their wages and their compensation benefits, but such supplemental sum shall be deducted pro-rata from sick leave credits not to exceed the total amount of accumulation.

The BOCES shall make reasonable provision for the health and safety of bargaining unit members during their hours of employment.

## **12.5 Negotiation Procedures**

It is agreed that negotiations of a successor contract shall commence between the first and fifteenth of March. The Association shall submit its proposals to the BOCES within the fifteen day period unless both parties agree to extend the time limit. Both parties shall be free to offer counter-proposals as they see fit.

This contract incorporates the entire understanding of the parties on all issues which have been subject to negotiations. During negotiations they will present relevant data, exchange points of view, and make proposals and counter proposals.

Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiation proceedings.

## **12.6 Obligation of the Parties**

A. During the term of this Agreement no slowdowns, refusals to work, or other form of work stoppage shall be caused, instigated, sanctioned or condoned by the Association or its officers.

- B. The BOCES agrees that during the term of this Agreement, it shall not engage in an unlawful lockout of personnel covered by this Agreement.

**12.7 Board Agenda**

It is agreed that the BOCES will make available to elected representatives of the Association a copy of the Board Agenda, Agenda Addenda, and unofficial minutes of the BOCES Board Meetings. The BOCES incurs no responsibility for transmittal of the above documents to the Association.

**12.8 Meetings Where Disciplinary Action is Discussed**

In the event that a meeting is held where disciplinary action is discussed (including dismissal or non-continuation of employment at the conclusion of the probationary period) the employee may be accompanied by a representative. It is not the intent of the above that a representative be present when a regular evaluation or routine matters are discussed. It is understood that such request shall not result in any undue delay of this meeting.

**12.9 Summer School Work**

All summer school teaching assistant position openings will be made available to current bargaining unit members before such openings are offered to persons outside the BOCES. The summer school program will run 31 days.

Bargaining unit members working summer school will be entitled to the following benefits:

- Bereavement – 2 days

**12.10 District Superintendent's Day Planning Committee**

The Association President or employee designee will participate in the District Superintendent's Day Planning Committee.

**12.11 Assignment**

Whenever possible, the BOCES will inform, in writing, every bargaining unit member of their assignment for the school year by August 1.

**12.12 Immunizations**

If, by virtue of exposure to a child or children in the classroom, a bargaining unit member incurs expenses beyond the health insurance for a doctor's visit or immunization, the BOCES (if directed by the district's physician) shall reimburse such employee.

**12.13 Safety Glasses**

The BOCES shall issue to each bargaining unit member in the unit engaged in a designated hazardous assignment, one (1) pair of safety glasses. Hazardous shall be defined as an assignment which, in normal daily activity, there is a clear and present danger to the safety of an individual's eyes.



#### **12.14 Complete Agreement**

This Agreement represents complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term thereof.

#### **12.15 Statutory Provisions**

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

#### **12.16 Snow Days**

In the event that in any given school year, the number of emergency closing days necessitate the need to make up instructional days in order to meet the minimum number required according to the State of New York Education Department Regulations, bargaining unit members are expected to report to work for such days. However, if any bargaining unit member is unavailable for work on such make-up days, the employee must provide notice to BOCES. The bargaining unit member may use up to two personal leave days or choose to have 1/200<sup>th</sup> of their salary deducted for each make-up day absent as long as the following conditions are met:

- Verification that travel arrangements were purchased six (6) months in advance (i.e. hotel, train, plane, cruise, etc.). In extenuating circumstances the six (6) month requirement may be waived by the District Superintendent or designee.

AND

- The Teaching Assistant has made arrangements with the sub caller for coverage within 5 days after make-up days have been announced by the District Superintendent.

In the event the above language causes undo hardship on student programs and working staff based on a disproportionate amount of absences and lack of adequate coverage by the substitutes, the above language will no longer be in effect.

#### **12.17 403b Contributions**

- A. BOCES agrees to make a non-elective employer contribution for those members of the bargaining unit represented by the Association who are eligible for and receive payment for unused sick leave upon retirement described in Article 4.1.D of this contract. The amount of the employer's non-elective contribution shall be determined by the applicable provision(s) of this contract. BOCES will remit the contribution within 90 days after the effective date of retirement (unless a different payment schedule is required by paragraph C below).
- B. No employee may receive cash in lieu of or as an alternative to any of the employer's non-elective contributions described herein.

- C. In any applicable year, the maximum employer contribution shall not cause the contributions to an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Internal Revenue Code, as adjusted for cost-of-living increases. For employer non-elective contributions made post-employment to a former employee's 403(b) account, the contribution limit shall be based on the employee's compensation as determined under Section 403(b)(3) of the code and, in any event, no employer non-elective contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.
- D. In the event that the calculation of the employer non-elective contribution referenced in any of the preceding paragraphs exceeds the applicable contribution limits, the excess amount shall be handled by the employer as follows:
1. For all members of the New York State Teachers' Retirement System (TRS) with a membership date before June 17, 1971, the employer shall first make an employer non-elective contribution up to the contribution limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the employee. In no instance shall the employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the contribution limit of the Internal Revenue Code is fully met through payment of the employer's non-elective contribution; and
  2. For all members of the New York State Teachers' Retirement System (TRS) with a membership date on or after June 17, 1971, and for all members of the New York State Employees' Retirement System regardless of their membership date, the employer shall first make an employer non-elective contribution up to the contribution limit of the Internal Revenue Code. If the employer non-elective contribution exceeds the contribution limit, such excess shall be reallocated to the employee the following year as an employer non-elective contribution (to the extent that such contribution does not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to five (5) years after the year of the employee's retirement, until such time as the employer non-elective contribution is fully deposited into the employee's 403(b) account.
- E. Employer contributions shall be deposited into the 403(b) account selected by each recipient employee, from the list of 403(b) providers approved by BOCES. Any additional fees charged by the 403(b) provider related to the employer non-elective contribution will be the responsibility of the employee, not BOCES.
- F. For Tier 1 members with membership dates prior to June 17, 1971, employer non-elective contributions hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
- G. This article shall be subject to all applicable statutes, IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and BOCES shall promptly meet and alter those portions in order to provide the same or similar benefits, which conform, as closely as possible, to the original intent of the parties.

- H. Both the employer and employee are responsible for providing accurate information to the 403(b) provider. This information includes both elective and employer non-elective contributions and the amount of the employee's includible compensation.
- I. The 403(b) provider must agree to enter into a "hold harmless" agreement with BOCES, agreeing to defend and indemnify BOCES from potential liability in the event that the plan and contributions made thereunder are determined not to comply with the Internal Revenue Code (except for noncompliance which results from incorrect information provided by the employer or employee).
- J. In agreeing to adopt (and/or modify) the 403(b) program noted in this article, BOCES makes no representations or warranties concerning the accuracy of any interpretation of law or applicable regulations advanced to BOCES or described by the Association or other parties, and their employees and agents.  
  
BOCES and the Association make no representations or warranties regarding the investment choices made by each employee and the future value of each employee's 403(b) account. All or part of the investment choices may not be guaranteed.
- K. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

**Duration and Signatures**

This Agreement shall be effective as of July 1, 2008 and terminate June 30, 2012, except where in specific instances such as health insurance benefits, will activate on the signing of this Agreement.

**For the Association:**

**For the District:**

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Mrs. Barbara Frigon, Co-President  
United Teaching Assistants  
of the Oswego County BOCES

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Dr. Joseph P. Camerino  
District Superintendent  
Oswego County BOCES

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Date

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Date

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Mrs. Elaine DeLong, Co-President  
United Teaching Assistants  
of the Oswego County BOCES

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Date