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#### **Contract Database Metadata Elements**

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Erie 2-Chautauqua-Cattaraugus Boces  
And Tri-County Boces Education Assn

10/11  
ID 22080

Be  
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**RECOGNITION AGREEMENT**

AND

**COLLECTIVE NEGOTIATIONS AGREEMENT**

between

**DISTRICT SUPERINTENDENT  
ERIE 2-CHAUTAUQUA-CATTARAUGUS  
BOCES**

And

**TRI-COUNTY BOCES  
EDUCATION ASSOCIATION**

September 1, 1999 - August 31, 2005

**RECEIVED**

APR 23 2001

(716) 549-4454

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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**RECOGNITION**

IT IS HEREBY CERTIFIED that the Tri-County BOCES Education Association has been designated and selected by a majority of the Employees of the above named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Included: All full-time and part-time employees in the following job categories except persons employed to work in programs which have a duration of ninety (90) days or less. Hereinafter referred to as "unit members":

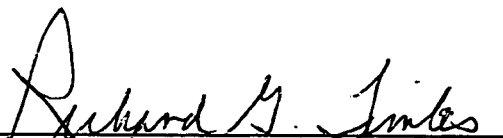
Teachers teaching K through 12 or preschool  
Occupational Therapists  
Physical Therapists  
Case Workers/Social Workers  
Guidance Counselors  
School Psychologists  
Librarians

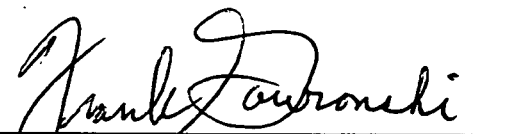
Excluded: The District Superintendent;  
All other professional employees, all administrative personnel; and managerial and confidential employees as defined in the Act teachers not employed during the ten (10) month school year who are employed in the summer or in programs of ninety (90) days or less; and all other district employees not specifically included.

This Recognition Agreement entered into as of September 1, 1999 in witness whereof the duly authorized representatives of the parties have subscribed their names this 6th day of April, 2001.

For the Board of Cooperative Educational Services.  
Erie, Chautauqua and Cattaraugus Counties  
District Number II

For the Tri-County BOCES Education Association

  
Richard G. Timbs  
District Superintendent

  
Frank Gawronski  
President

## **PREAMBLE**

This Agreement is by and between the District Superintendent serving the Board of Cooperative Educational Services of Erie, Chautauqua, and Cattaraugus Counties District Number II (hereinafter called "District") and the Tri-County BOCES Education Association (hereinafter called "Association").

### **ARTICLE I CONCERNING THIS AGREEMENT**

#### **SECTION 1.1 LEGAL EFFECT**

- 1.1.1 It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified, only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 1.1.2 This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. If the Board adopts a policy which changes a term or condition of employment not covered by this Agreement, which is a mandatory subject of negotiations, and if the Association, within ten (10) calendar days of the receipt of the new policy by the Association President or his/her designee, notifies the District Superintendent that it desires to negotiate that change, or the impact thereof, the change or impact shall be negotiated in accordance with law.
- 1.1.3 Any individual arrangement, agreement or contract between the District and an individual unit member, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement. Any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 1.1.4 If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- 1.1.5 Any and all proposals submitted by either party in negotiations since 1993 cannot be used by either party as evidence, nor can there be testimony thereto, in any administrative or judicial forum.

#### SECTION 1.2 NEGOTIATION OF SUCCESSOR AGREEMENTS

- 1.2.1 The District and the Association agree that either party wishing to amend the present Agreement shall notify the other, in writing, prior to March 1, of its final year. The first negotiations meeting with respect to a new agreement shall take place on or before April 1. At this first meeting there shall be a mutual exchange of full and complete proposal packages. The proposals of each party shall be in the form of specific changes in the language of this Agreement.
- 1.2.2 Neither party in any negotiation shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the District. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations. Upon concluding negotiations, each party shall pursue its responsibilities as prescribed by law.

#### SECTION 1.3 DEFINITIONS

- 1.3.1 "District" means Board of Cooperative Educational Services of Erie, Chautauqua, and Cattaraugus Counties District Number II and applies to all persons (e.g., the District Superintendent, Administrators, Supervisors) and bodies (e.g., Board of Education) authorized to act on behalf of the District.
- 1.3.2 "Board" means the Board of Cooperative Educational Services of the District and applies only when it is intended that the Board itself shall act or refrain from action.
- 1.3.3 "Executive Officer" means the District Superintendent of Schools.
- 1.3.4 "Association" means the Tri-County BOCES Education Association.
- 1.3.5 Long-term substitute means (i) any person hired to replace a probationary or tenured (permanent) unit member who is on leave of absence, provided that at the time of hire, the substitute is expected to continue (or reasonably should have been expected to continue) for more than thirty (30) consecutive work days, and (ii) any person hired to replace a probationary or tenured (permanent) unit member who is on leave of absence if the substitute has in fact continued

for thirty (30) consecutive work days, in which the latter event (i.e., ii) the substitute is a unit member only from and after the thirtieth (30th) consecutive work day. Per diem substitutes are not covered by the Agreement. Long-term substitutes are eligible for salary in accordance with the salary provisions of the Agreement, but no other provisions of the Agreement are applicable to their employment. Long-term substitutes shall earn and be credited with one sick day per month of employment. The term "long-term substitute" shall be deleted from the Agreement where this paragraph renders such words unnecessary or inoperative. The only exceptions to this section will apply to (i) unit members who have been excessed and recalled to a long-term substitute position and (ii) currently employed probationary or tenured (permanent) unit members who elect to move to a long-term substitute position in another tenure area. Such individuals shall be treated as probationary or tenured (permanent) unit members.

- 1.3.6 "Unit Member" means any and all titles listed in the inclusion of the recognition clause on page 1.

#### SECTION 1.4 COPIES OF AGREEMENT

- 1.4.1 One hundred (100) copies of this Agreement shall be given to the Association President within one (1) month after the execution of this Agreement.
- 1.4.2 Copies of this Agreement shall be printed at the expense of the District and given to all unit members now employed or hereafter employed by the District within three (3) weeks after its execution or employment if that occurs later. Each new unit member will be furnished with a copy of the negotiated Agreement at the time the salary notice is signed. Copies of the existing Agreement will be made available to each new prospective unit member.
- 1.4.3 If the Association desires that the Agreement be produced and distributed in a commercially printed booklet form three (3) quotations for printing will be obtained by the business office. The Tri-County BOCES Education Association and the Board of Education shall share the cost of printing equally, provided the cost does not exceed three hundred dollars (\$300.00). If the cost is in excess of the three hundred dollar (\$300.00) maximum and the Association desires to produce the booklet in the form, the Board will pay a maximum of one hundred fifty dollars (\$150.00) provided the Association pays the remainder.

## ARTICLE 2 DISTRICT - ASSOCIATION RELATIONS

### SECTION 2.1 COMMITTEES

- 2.1.1 The District Superintendent and the President of the Association will jointly appoint ad hoc committees to handle non-contractual issues as necessary.

### SECTION 2.2 ASSOCIATION RIGHTS

- 2.2.1 Copies of the minutes of meetings of the Board will be sent to the President of the Association at such time as they are also sent to the local school districts. Copies of the agenda of the Board meetings will be sent to the President of the Association at the same time as they are sent to members of the Board: however, not later than one (1) day prior to the Board meeting.
- 2.2.2 Copies of minutes of the meetings of the Association's Executive Board and of its membership meetings will be sent to the Clerk of the Board at such time as they are approved by the Executive Board. Copies of the agenda of the Executive Board meeting will be sent to the Clerk of the Board at the same time as they are sent to members of the Executive Board: however, not later than one (1) day prior to the Executive Board meeting.
- 2.2.3 The District will give to the President of the Association ten (10) copies of each new policy concerning terms and conditions of employment of unit members as soon as practicable after each is adopted.
- 2.2.4 The present policy allowing the Association the use of District interschool mail, unit member paycheck mail and school mail boxes shall continue.
- 2.2.5 The District and the Association shall make available, upon reasonable request, any and all relevant documents communications and records concerning matters under negotiation or necessary for the enforcement of this Agreement.
- 2.2.6 When the Association desires to use office equipment, it shall first apply to the Regional Administrator or other administrator in charge of the office. The Association shall pay for all supplies it uses.
- 2.2.7 There will be a faculty bulletin board, in each building operated and administered by the District, for the exclusive use of the Association.
- 2.2.8 The Association shall have the right to hold meetings on school premises. The Association will make written advance request on the appropriate form, to the administrator in

charge of the building where the meeting is to be held. Such request shall include the date and time of the meeting and room or rooms requested.

- 2.2.9 Not later than November 1 of each school year following the execution date of this Agreement, the District will supply the President of the Association with a list showing the name and date on which each unit member began to accrue seniority in his/her then current period of continuous service, in rank order.
- 2.2.10 In the first week of each school year the District will provide the Association with a list of the incumbents of all administrative positions showing the chain of authority. In the first week of each school year, the Association will provide the District with a list of the incumbents of all Area representatives, Officers and Executive Board positions in the Association.
- 2.2.11 The administrative personnel shall endeavor to furnish a supervisory line of authority procedure by the start of school in September of each year.

#### SECTION 2.3 MISCELLANEOUS

- 2.3.1 No coercion, restraint, discrimination or reprisal of any kind shall be taken by the Board or by any member of the administration against members of the Executive Board or Negotiating Team of the Association who have been authorized to act on behalf of the Association. Nothing in this paragraph shall be construed to limit in any way the District's obligation to act pursuant to any state or federal law.
- 2.3.2 Upon reasonable notice the District shall make available to the Association all information which is made available to the public.

### ARTICLE 3 PAYROLL DEDUCTION AND PAY SCHEDULE

#### SECTION 3.1 UNION DUES

- 3.1.1 The District agrees to deduct from the salaries of unit members dues for the Association and its affiliates as said unit members individually and voluntarily authorize the District to deduct and to transmit the monies promptly to the Association.
- 3.1.2 The Association shall certify to the Personnel Office in writing the current rate of membership dues.
- 3.1.3 Deductions referred to in paragraph 3.1.1 above shall be made in the following manner: The total annual membership



dues, certified as mentioned above, shall be deducted in twenty (20) equal installments beginning with the second pay period in September. No later than one (1) week prior to the second scheduled pay period in September, the Association shall provide the District with a list and the original signed dues authorization cards of those unit members who have voluntarily authorized the District to deduct dues.

- 3.1.4 The District shall, following each pay period in each month in which dues deductions have been made, transmit the amount so deducted to the Association. Each transmittal shall be accompanied by a listing of the names for whom deductions have been made and the amount deducted for each.
- 3.1.5 Agency Fee Deduction - Deduction of an agency fee will be made from the wages of all unit members who are not members of the Association (except those unit members who were not, nor have ever been, members of the predecessor organization in Chautauqua on or before 3/1/85 or the predecessor organization in Erie prior to 11/12/87) and continue not to be members.

#### SECTION 3.2 OTHER DEDUCTIONS

- 3.2.1 By August 15, the Association will advise the District of a maximum of ten (10) deductions from pay. Such deductions may include such things as credit union, tax shelter, benefit trust, Vote/Cope, etc.

#### SECTION 3.3 PAY SCHEDULES

- 3.3.1 Unit members will be paid biweekly. If a payday falls during a holiday, the check will be mailed to the unit member on the normal mailing day before the scheduled payday. The parties will meet and discuss pay schedules on an annual basis.
- 3.3.2 The yearly salary will be divided into twenty-two (22) payments over the ten (10) month teaching year September 1 - June 30. The first payment will reflect payment for the actual number of scheduled, compensated days in that pay period. Thereafter, the balance of the annual salary will be divided equally into the remaining twenty-one (21) payments. Unit members employed for eleven (11) months shall receive twenty-four (24) payments, and unit members employed for twelve (12) months shall receive twenty-six (26) payments over the period of time employed. Should it be necessary to adjust the first payment for eleven (11) or twelve (12) month employees, it will be done in the same manner as described for ten (10) month employees but using the appropriate number of remaining payments as the case may be. In the event a first payment is less than a full payment, the District shall provide notice via the BOCES

calendar. All unit members employed for ten (10) months (September - June) shall be permitted an option to be paid on the basis of twenty-six (26) equal installments during the year but the balance of all salary earned and due for the fiscal year shall be paid on the last payroll date in June. Should the first pay period be less than a full pay, the procedures for less than full pay defined above shall apply to those members electing the twenty-six (26) pay option.

#### ARTICLE 4 GRIEVANCE PROCEDURE

##### SECTION 4.1 DEFINITIONS

- 4.1.1 A "Grievance" is a claim that a provision of this Agreement has been violated.
- 4.1.2 "Supervisor" means the unit member's immediate supervisor. The Regional Administrator shall, at least annually, give written notice to each unit member of the title of the position which has the responsibility of immediate supervision of the unit member's position.
- 4.1.3 "Aggrieved Party" shall mean any unit member or group of unit members filing a grievance.
- 4.1.4 "Grievance Committee" is the committee created and constituted by the Association.

##### SECTION 4.2 PROCEDURES

- 4.2.1 A written grievance, written decisions, and appeals shall be submitted on the form shown in Appendix A attached to this Agreement.
- 4.2.2 If a grievance affects a group, it may be submitted by the Association directly at Stage 2 described below.
- 4.2.3 The District and the Association 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 grievance.
- 4.2.4 At Stage 3 (paragraph 4.4.4) an aggrieved party shall have the right to confront and cross-examine all witnesses called against him/her and to testify and to call witnesses on his/her own behalf and to cross-examine all other witnesses called. Both the District and the Association shall have the right to be represented by outside counsel at Stage 2 and/or Stage 3.

- 4.2.5 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or any member of the administration or the Association or any member thereof against the aggrieved party, any representative, any member of the committee or any other person by reason of such grievance or participation therein.
- 4.2.6 All documents, communication, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 4.2.7 Nothing contained herein will be construed as limiting the right of any party having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
- 4.2.8 The utilization of the arbitration stage of the grievance procedure hereby established by any unit member or by the Association shall constitute a waiver by such unit member, or by the Association (on its own behalf and on behalf of all unit members aggrieved), or both (as the case may be) of his/her and its rights, if any, to pursue any other remedy before any court, administrator or administrative agency.

The utilization of any court, administrator or administrative agency by any unit member or by the Association shall constitute a waiver by such unit member, or by the Association (on its own behalf and on behalf of all unit members aggrieved), or both (as the case may be) of his/her and its rights, if any, to submit the issue in dispute to arbitration.

#### SECTION 4.3 TIME LIMITS

- 4.3.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual written agreement.
- 4.3.2 No written grievance will be entertained as described below, and such grievance will be deemed waived unless the written grievance is forwarded at the first available stage

within twenty (20) school days after the unit member knew or should have known of the event(s) giving rise to the grievance.

- 4.3.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
- 4.3.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representative 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 limit which would have been allotted had the decision been communicated by the final day.
- 4.3.5 During the summer recess, "school day" (as used in this Article 4) shall mean any day except a Saturday, a Sunday, Independence Day and Labor Day.

#### SECTION 4.4 STAGES FOR GRIEVANCE

##### 4.4.1 Stage 1A: REPRESENTATIVE SUPERVISOR ORAL

A party having a grievance must so state and will discuss it with his/her immediate supervisor, either directly or through an Association representative, with the objective of resolving the matter informally and will so note by completing the top entries on the Appendix A, Stage 1A form. If the aggrieved party submits the grievance through an Association representative, the aggrieved party shall be present during the discussion of the grievance. The supervisor will complete the Appendix A, Stage 1A form, file it with the District Superintendent, and provide a copy to the grievant and the Association at the same time.

##### 4.4.2 Stage 1B: REGIONAL ADMINISTRATOR WRITTEN

If the grievance is not resolved informally by the immediate supervisor's report, it shall be submitted, on the Appendix A, Stage 1B form, to the appropriate Regional Administrator within ten (10) school days of the meeting with the immediate supervisor. If there is any further consultation at this stage between the appropriate Regional Administrator and the aggrieved party, an Association representative shall also be present. Within ten (10) school days after the written grievance is presented to him/her, the Regional Administrator shall render a decision thereon, in writing, and present it to the aggrieved party, his/her representative, the Association and the District Superintendent.

4.4.3 Stage 2: DISTRICT SUPERINTENDENT

- A. If the party initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1B and wishes to proceed further under this grievance procedure, the party shall, within ten (10) school days, after receipt of the written decision, present the grievance to an Association committee for its consideration.
- B. If the Association committee determines that the party has a meritorious grievance, then it will file a written appeal of the decision at Stage 1B with the District Superintendent within ten (10) school days after the party has received such written decision at Stage 1B.
- C. Within ten (10) school days after receipt of the appeal, the District Superintendent shall hold a meeting with the aggrieved party, the Regional Administrator, and/or the Association, or other representative of the grievance.
- D. The District Superintendent shall render a decision in writing to the aggrieved party and Association within ten (10) school days after the conclusion of the meeting.

4.4.4 Stage 3: BINDING ARBITRATION

- A. The Association may submit a grievance to binding arbitration by delivering to the office of the Clerk of the Board the copy of the letter required by subparagraph "B" below not later than the 15th school day after the date when the Executive Officer's Decision at Stage 2 was received.
- B. The Association shall give notice of its decision to submit a grievance to binding arbitration by sending a letter to the American Arbitration Association ("AAA") with a copy to the office of the Clerk of the Board. The letter shall specifically identify the grievance to be submitted and shall request the AAA to send to the Association and to the office of the Clerk of the Board a list of names of arbitrators competent in the area of the grievance. Selection of the arbitrator shall be in accordance with the rules and regulation of the AAA. The arbitration proceedings shall be governed by the Voluntary Labor Arbitration Rules of the AAA to the extent that the said rules do not conflict with this Agreement.
- C. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions of the issue.

- D. The arbitrator shall grant or deny the grievance presented to him/her by determining whether this Agreement has been violated as alleged. In so doing he/she shall interpret and apply the provisions of this Agreement but he/she shall not add thereto or subtract therefrom. The arbitrator may recommend an appropriate remedy where he/she finds a violation of this Agreement. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement.
- E. The decision of the arbitrator shall be final and binding on all parties and shall be rendered to the office of the Clerk of the Board, the aggrieved party and the Association.
- F. The fees and expenses of the arbitrator shall be borne equally by the parties to the grievance. All other costs incident to the arbitration shall be borne by the party which incurred them.

**ARTICLE 5 COMPENSATION**

**SECTION 5.1 SALARY SCHEDULE**

5.1.1 The salary schedules for Teachers - N.C., Prov. Perm. (includes Guidance Counselors, Psychologists, Social Workers, Speech Therapist, etc.), Occupational Therapists, Physical Therapists, (The OT/PT schedule will merge with the teachers' schedule in the final year of the Agreement) are attached to this Agreement as appendices, marked as set forth below, and are incorporated herein by this reference thereto:

<u>APPENDIX</u>	<u>APPLIES TO</u>	<u>COVERS PERIOD</u>
B-1	Teachers	7/1/99-6/30/00
B-2	Teachers	7/1/00-6/30/01
B-3	Teachers	7/1/01-6/30/02
B-4	Teachers	7/1/02-6/30/03
B-5	Teachers	7/1/03-6/30/04
C-1	Occupational Therapists/Physical Therapists	7/1/99-6/30/00
C-2	Occupational Therapists/Physical Therapists	7/1/00-6/30/01
C-3	Occupational Therapists/Physical Therapists	7/1/01-6/30/02
C-4	Occupational Therapists/Physical Therapists	7/1/02-6/30/03
C-5	Occupational Therapists/Physical Therapists	7/1/03-6/30/04
D-1	All Employees	7/1/04-6/30/05

- 5.1.2 A current salary schedule shall accompany each salary notice when presented for the unit member's signature.
- 5.1.3 All unit members hired prior to April 1 of the current school year will receive full increment the following year. Those unit members hired on or after April 1 will remain on their current step placement for the ensuing school year.
- 5.1.4 Appropriate records validating additional credit hours for courses taken subsequent to the unit member's provisional certification or permanent certification (as the case may be) and master's degrees must be submitted on or prior to November 15 to be eligible for salary adjustments retroactive to the first day of the first semester. When such records are submitted after November 15 but on or before April 15, salary adjustments will be made retroactive to the first day of the second semester only.

SECTION 5.2 OTHER COMPENSATION

- 5.2.1 In addition to the basic salary schedule, the following extra services shall be compensated at the rate of twenty-six dollars (\$26.00) per hour for approved after school events.
- 5.2.2 The following annual stipends will be paid to unit members for the listed co-curricular activities:

	9/1/99 to 8/31/02	9/1/02 to 8/31/05
Special Olympics Directors	\$800	\$830
Assistant Olympics Directors	\$480	\$500
V.I.C.A. Advisors	\$640	\$665
F.F.A. Advisors	\$640	\$665
HOSA Advisors	\$640	\$665
National Vocational Honor Society	\$640	\$665

The stipend for any new extra service or co-curricular activity established during the life of this Agreement will be negotiated with the Association.

- 5.2.3 Salaries for extra-teaching services funded by general fund sources (such as: adult education, apprenticeship training and other such programs not covered by paragraphs 5.2.2 or 5.2.4 of this Agreement) performed by unit members shall be paid on an hourly basis at the rate of twenty six dollars (\$26.00) per hour. In cases where the program is funded by federal or state grants, or other non-general fund sources, the BOCES shall pay the maximum allowable by the funding agency.

5.2.4 Unit members, other than those covered in Section 5.3 employed during the summer recess period (non-bargaining unit work is not included) shall be paid based on one-tenth (1/10th) of the unit member's annual salary for the previous school year for each month of work or one two-hundredth (1/200th) of the unit member's annual salary for the previous school year for each day worked, whichever is applicable.

SECTION 5.3 SUMMER SCHOOL

5.3.1 Exceptional Education Teachers and other unit members, employed by the District during the ten (10) month school year, who are employed during the summer in the summer school program shall receive salary in accordance with the following schedules:

<u>STEP</u>	<u>N.C.</u>	<u>PROV.</u>	<u>PERM.</u>
1	OPEN	OPEN	OPEN
2	119.90	127.49	135.63
3	126.24	133.95	141.60
4	132.47	139.64	147.07
5	137.56	144.95	152.73
6	152.56	155.16	162.95
7		179.57	173.16
8			183.38
9			193.51
10			204.21
11			215.32
12			226.42
13			236.37

Credit Hours: \$ .25 per hour per day  
 Masters Degree: \$ 4.70/day

Credit hours will be reimbursed at twenty-five cents (\$.25) per credit hour per day up to ninety (90) hours beyond the provisional and up to sixty (60) hours beyond the permanent certification.

5.3.2 Exceptional Education teachers and others not employed by the District during the ten (10) month school year, who are employed during the summer in the summer school program are not members of the bargaining unit regardless of any other provision of this Agreement which could be interpreted to the contrary.

5.3.3 Unit Members assigned sixteen (16) or more days shall be eligible for two (2) sick days per summer accumulative to the unit member's accumulated total if unused. Unit members assigned fifteen (15) days or less shall be eligible for one (1) sick day per summer accumulative to the unit member's accumulated total if unused.



- 5.3.4 Unit Members shall not be eligible to use personal days during the summer.
- 5.3.5 Unit Members so employed shall not be eligible to utilize the Sick Leave Bank during the summer.
- 5.3.6 Unit Members will have a thirty-minute (30) duty free lunch period.
- 5.3.7 The District will notify the appropriate unit member, by May 15, that there will be a summer school program. Unit members will notify the District by June 1, of their interest in working. By June 15, the District will make every effort to notify unit members of their employment in the summer program.
- 5.3.8 Unit members having previously taught in the District's summer program will have the right to first refusal of subsequent summer school positions. This will be determined by summer seniority. As of July 1, 1998, summer school seniority will be based on days paid during summer school. For example, 30 days paid = 30 days summer seniority, 15 days paid = 15 days summer seniority. Previous summer school seniority will be converted using the following formula: each summer of work will be credited as 30 summer school seniority days. For example, 10 years of previous summer employment = 300 days of accumulated summer seniority. In the event of a summer seniority tie, the tiebreaker shall be regular BOCES seniority.
- 5.3.9 Unit members will first be placed in regions (North, Central, South) based on seniority as long as positions are available in a given region. The result of this is that when summer positions are reduced, the least senior summer school unit member BOCES' wide will be excessed first.
- 5.3.10 Notwithstanding any other language in this Agreement, employees who are receiving Workers' Compensation and therefore unavailable for work for the entire summer school period or any partial periods shall not be eligible to receive Workers' Compensation payments for any summer school working opportunities missed. This provision shall be effective immediately and shall first apply to the summer school session of 1997.

#### SECTION 5.4 SALARY CREDIT FOR INSERVICE TRAINING COURSES

- 5.4.1 The following will apply for inservice courses paid as of the execution date of the contract and those taken subsequent to the execution date.
- 5.4.2 Salary credit for Inservice Training Courses shall be granted subject to prior written request and approval by the Executive Officer. With respect to inservice courses

sponsored by the District, for which District unit members are eligible, the District will give as much notice to unit members as is given to any other eligible participant.

- 5.4.3 In addition, the Executive Officer may recommend that unit members take courses or engage in other activities (i.e., GMC training) that, in the judgment of the Executive Officer, will have a reasonable chance of improving the unit member's skills.
- 5.4.4 If such recommendation includes attendance at a college or university, and such unit member elects to take the course as recommended, the District shall reimburse the unit member subject to the following conditions:
1. One-half (1/2) of the tuition reimbursed on proof of enrollment.
  2. One-half (1/2) of the tuition reimbursed on proof of successful completion of the course.
  3. Courses or certification hours earned under this provision of the contract shall not be eligible for salary consideration under the contract.
  4. Unit members may elect to take the course and pay expenses themselves in lieu of the above. Unit members electing this option shall receive credit on the salary schedule.

#### SECTION 5.5 MILEAGE

- 5.5.1 The District will reimburse a unit member at either the IRS rate or the state rate at his/her option for use of his/her personal automobile on travel authorized by the District. No unit member will be required by the District to transport students in the unit member's personal automobile.
- 5.5.2 Mileage computed from home to the work location shall be considered as commuting mileage, and is not reimbursable mileage. Travel from the work location to another work location during the work day shall be reimbursable. Travel at the end of the employee's work day, from their last location of the day to home, shall not be reimbursable. For example: an employee lives in Jamestown and has a work location at Hewes Educational Center. This employee must attend a workshop at LoGuidice Educational Center. Mileage from Hewes Educational Center to LoGuidice Educational Center is reimbursable. Workshop ends at 4:00 PM and employee returns home. Mileage from LoGuidice Educational Center to home is not reimbursable.

- 5.5.3 Employees whose regular assignments require them to be at their base location all day will submit no mileage for reimbursement on those days.
- 5.5.4 Staff whose job responsibilities require them to attend or conduct meetings, workshops, etc., should first request a BOCES' vehicle. If no BOCES' vehicle is available, the reimbursable mileage will be calculated as the mileage traveled to the alternative work location.
- 5.5.5 It is strictly prohibited to transport a student in the employee's personal vehicle. Only a Department of Transportation inspected BOCES' vehicle with appropriate certification should be used for the purpose of transporting students.
- 5.5.6 All BOCES' employees currently seeking reimbursement for mileage pursuant to other arrangements that have been specifically worked out with administration shall reduce those arrangements to writing by separate Memorandum of Agreement by no later than October 1, 1997. Any arrangements not so reduced to writing shall be considered to be non-existent after October 1, 1997 and the regular provisions of this article shall control.
- 5.5.7 The following events are non-reimbursable for mileage purposes:
- a. Opening Day Ceremonies, as long as BOCES provides alternative transportation from the four (4) centers to the opening day ceremonies meeting.
  - b. Designated Staff Development Days outside of assigned region (two (2) days per year) as long as BOCES provides alternative transportation to sites outside of the region.
  - c. Any travel which is connected with an approved conference which has separate travel reimbursement pursuant to approved conference expenses.

## ARTICLE 6 LEAVE WITH PAY

### SECTION 6.1 CONFERENCE

- 6.1.1 Unit members may make requests to attend professional meetings and conferences upon compliance with the following rules:
- A. Requirements for Application
    1. The unit member shall submit his/her request to his/her immediate supervisor at least fifteen (15)

school days in advance of the meeting or conference date. The Executive Officer shall notify the unit member of his/her action on the request within ten (10) school days after the request was submitted to the unit member's supervisor.

2. A copy of the agenda or the general notice shall accompany the request.
3. Estimated expenses shall also be included in the request.
4. Transportation costs must not exceed public carrier by the most direct route.

**B. Requirements for Reimbursement**

1. Approved expenses shall be paid upon submission of an approved voucher, with applicable receipts, filed for the conference.
2. A typewritten report on the conference will accompany the expense voucher.

**SECTION 6.2 PROFESSIONAL ENRICHMENT DAY**

- 6.2.1 Each unit member shall be allowed at least one (1) professional enrichment day each year to be used as a visiting day to a program related activity. A unit member shall give advance written notice to his/her immediate supervisor or designee who shall forward it to the Executive Officer for his/her approval as to the time and purpose of the proposed day which shall be stated in the application. Such notice shall be given as far in advance as is practicable, but in any case at least one (1) week in advance of the proposed day. Nothing in this paragraph 6.2.1 applies to part-time unit members.

**SECTION 6.3 ASSOCIATION DAYS**

- 6.3.1 Leave with pay shall be granted to Association representatives for the purpose of attending to Association business. Such leave shall be in addition to any other leave with pay. A maximum of thirty-three (33) mandays per school year will be granted for this purpose. In addition, mandays will be granted for attendance of all duly elected delegates and/or alternates at the New York State Retirement Conference. The Association President shall give at least one (1) week's written advance notice of the date of the leave and the name of the representative(s) to the Executive Office or designee when practicable. If more than four (4) unit members request to be on leave for this purpose at any one time, the Executive Officer shall have the discretion to deny all requests in excess of four (4).

## SECTION 6.4 SABBATICAL LEAVE

### 6.4.1 ELIGIBILITY

- A. Unit members currently on tenure and who have completed five (5) years of service to the District and permanently appointed duly licensed unit members who have completed five (5) years of full-time service to the District may make application for sabbatical leave for any of the following:
  - 1. Educational Study
  - 2. Educational Travel
  - 3. Educational Experience
- B. Sabbatical leave can only be granted upon recommendation of the Executive Officer with the approval of the Board.

### 6.4.2 APPLICATIONS

- A. Up to two (2) full-time equivalent sabbatical leaves per school year may be granted unit members.
- B. A leave shall be granted for a period of one (1) school year or one (1) semester. Either time period of sabbatical leave may be extended for one (1) year only, by mutual consent, without pay.
- C. Each applicant for such leave shall file a written request by February 1 for leave beginning July 1 or September 1 of that year.
- D. The Executive Officer shall complete action on February 1 applications by March 1 and the Board shall complete action at the April Board of Education Meeting.
- E. Applications for leaves of study must include the name of the institution at which the unit member plans to study and the courses of study to be pursued. Such study should be related to the Applicant's professional position or proposed growth.
- F. Applications for educational travel or experience must include the specific educational objectives in relation to their field or endeavor.
- G. All applicants may be requested to appear before the Board to explain their application requests before a final decision is made.
- H. It is recommended that each applicant be notified in writing of his/her acceptance or the reasons for his/her rejection.

- I. Care shall be taken that the number on leave from any one (1) school or department shall not be excessive as determined by the Executive Officer.
- J. The application shall be accompanied by the following written statement signed by the teacher.

"I (name) promise to return to my position at the Board of Cooperative Educational Services of Erie-Chautauqua-Cattaraugus Counties District No. II upon completion of my sabbatical leave and to remain employed by the District thereafter for at least two (2) full school years unless released earlier by the District. If I resign at any time during such two (2) year period, I acknowledge that I shall automatically become liable to repay the District, and I hereby promise to repay, a prorated portion of the total salary paid to me by the District during my sabbatical leave."

#### 6.4.3 SALARY

- A. The unit member granted leave shall receive one-half (1/2) the regular pay for the period of the leave. Such pay shall include the regular deductions and shall be paid according to the regular pay schedule.

In addition such unit members shall be eligible for full benefits and entitlements in accordance with Section 8.1. Plan A (8.1.1, 8.1.2, 8.1.3, 8.1.4, 8.1.6); Section 8.2 Plan B (8.2.1); Section 8.3 Independent Health Coverage and Section 8.4 (8.4.1, 8.4.2, 8.4.3). Such unit members shall NOT receive any other benefit or entitlement set forth in Article 6, Article 7 and Section 12.2.

- B. Unit members granted leave shall be placed on the appropriate salary step upon returning to the system. There shall be no loss of increments. Credits shall be given for one (1) step during the term of sabbatical leave. Example: A unit member leaves at the end of the year during which he/she was paid according to the tenth (10th) step on the salary schedule. While on leave he/she would be paid according to the eleventh (11th) step and would be placed on the twelfth (12) step upon return.

#### 6.4.4 PROVISIONS

- A. Sabbatical leave shall not be considered termination or breach of contract.

- B. The District will make every effort to return the unit member to the site and option of service he/she held before leave and tenure shall be kept intact.

SECTION 6.5 SICK LEAVE

- 6.5.1 The District shall allow each full-time unit member sick leave and personal leave without loss of salary for fifteen (15) school days in any school year, five (5) of which may be used for personal business, including, at the unit member's option, absence due to impassable roads. Sick days may be used for personal sickness or physical disabilities of the unit member.
- 6.5.2 Sick leave may be used for sickness in the "immediate family" as that phrase is defined in paragraph 6.5.5 of this Agreement to a maximum of twenty-five (25) days per year.
- 6.5.3 Personal leave days will not normally be approved for the day of school prior to a scheduled vacation or on the day that school resumes following a scheduled vacation. A written statement of reason is required for approval if a day is used before or after a vacation day.
- 6.5.4 Sick leave shall be cumulative in whole or one-half (1/2) day increments with no limit as to the number of days accrued. If a unit member resigns or begins an unpaid leave of absence during the school year, such days will be prorated at one and one-half (1 1/2) days per month per month worked.
- 6.5.5 Immediate family shall be defined as wife, husband, mother, father, son, daughter, legal guardian, legal ward, sister, brother, father-in-law, mother-in-law, grandparent, or person residing on other than a temporary basis in the unit member's household.
- 6.5.6 When a unit member, who has exhausted his/her current and accumulated sick leave, has to be absent to attend to sickness in the unit member's "immediate family", as that phrase is defined in paragraph 6.5.5 of this Agreement, the Association may solicit contributions of sick leave from other unit members. Such contributions shall be made in writing, signed and dated by the contributing unit member. The writing shall specifically identify the unit member for whom contribution is intended. No unit member may contribute more than three (3) days in any particular instance and the maximum contribution from all unit members for any particular instance shall be thirty (30) days. (If the unit member to whom the days are contributed does not use all of the contributed days, the unused days shall be credited to the Association Sick Leave Bank provided in paragraph 6.5.7 of this Agreement.)

#### 6.5.7 SICK LEAVE BANK

The original Sick Leave Bank, referred to as the Sick Leave Bank, will be utilized first for sick leave bank requests with the intention of eventually depleting this bank. The new sick leave bank, referred to as the Association Sick Leave Bank, will begin with the 1995/96 school year and shall be the responsibility of the Association.

- A. The Association shall manage and administer the Association Sick Leave Bank. Utilization of sick bank days or denial of such shall not be subject to the grievance procedure. The District shall disperse days from the original Sick Leave Bank accumulation credited as of the ratification of this Agreement and once exhausted, disperse days from the Association Sick Leave Bank as determined by the Association and supported by individual deduction cards.
- B. The District will notify the Association on a monthly basis of all new unit members. The Association shall remit to the District an annual report of the status of the Sick Leave Bank for their records and files.
- C. Retirees who have contributed to the original Sick Leave Bank or Association Sick Leave Bank may reclaim such donated days at the time of retirement. When the original Sick Leave Bank is exhausted, the retiree will be able to reclaim his/her days from the Association Sick Leave Bank.
- D. Retiring unit members with unused accumulated sick days will have those days that are not compensated for in other parts of this Agreement transferred to the Association Sick Leave Bank to be used when the original bank is exhausted.

#### 6.5.8 ABSENCE REQUEST FORM (A.R.F.)

All Absence Request Forms must be completed and returned to the District within five (5) working days upon return to work.

### SECTION 6.6 BEREAVEMENT

- 6.6.1 Leave for death in the family shall be granted for a maximum of five (5) days, such time not deductible from sick leave. "Family" shall be defined for above to include wife, husband, mother, father, including step parents, son, daughter, including step children, legal guardian, legal ward, sister, brother, father-in-law, mother-in-law, grandchildren, grandparent or person residing, on other than a temporary basis, in the unit member's household. Leave for death of the unit member's sister-in-law, brother-in-



law, aunt or uncle shall be granted for one (1) day, such time not deductible from sick leave.

6.6.2 None of the preceding paragraphs of this Section 6.6 apply to part-time unit members, however:

- A. If a part-time unit member has a death in his/her family (as defined in paragraph 6.6.1), he/she shall be allowed to be absent without loss of pay on any day on which he/she was scheduled to work which falls within one (1) week of the day of death, but not to exceed five (5) such days of absence.
- B. The District shall continue its practice of allowing a part-time unit member to re-schedule his/her work, if his/her supervisor determines that to be practicable, so that the unit member can make up work missed because he/she was unavoidably absent.

6.6.3 Leave of one-half (1/2) to one (1) day, depending on location, may be granted, subject to approval by immediate supervisor, for the purpose of attending funerals. Such leave will not be deducted from sick leave.

#### SECTION 6.7 JURY DUTY

If required to be in court as a juror, the District will pay regular rate of salary.

#### SECTION 6.8 MILITARY LEAVE

Provisions of the Military Law shall apply.

#### SECTION 6.9 WORKER'S COMPENSATION

Effective 7/1/95, whenever a unit member covered by this Agreement is absent and unable to perform unit member duties because of an injury or illness arising out of and in the course of his/her employment by the District, as determined by the Worker's Compensation Board, the member will utilize accumulated sick leave to the extent available provided, however, that when such a unit member receives a Worker's Compensation award because of such illness or injury, the member shall return to the District that portion of the award which is attributable to lost earnings and sick leave shall be restored to the unit member in an amount covered by such portion. A unit member who is unable to perform his/her unit member duties as a result of an injury or illness arising from an assault on the member experienced in the course of his/her duties as an employee of BOCES shall follow the foregoing provisions to the extent they have sick leave available. In the event that a unit member exhausts his/her sick leave before sixty (60) days of absence, the District agrees to continue the unit member's salary through

the sixtieth (60<sup>th</sup>) day of absence, provided the member shall return to the District that portion of the award which corresponds to the days the District paid the unit member's salary because of insufficient sick leave days. The District agrees to "grandfather" unit members who have filed a Worker's Compensation claim and received benefits prior to 9/1/93 so as to be eligible under previous language. (9/1/90 - 8/31/93 Agreement)

(See Section 5.3.10 regarding ineligibility for Workers' Compensation for summer school months not worked while on compensation.)

## ARTICLE 7 LEAVE WITHOUT PAY

### SECTION 7.1 CHILD-BEARING/CHILD-REARING AND CHILD-REARING LEAVE

Child-bearing/child-rearing and child-rearing leave shall be granted under the following conditions:

- 7.1.1 In the event a unit member desires a child-bearing/child-rearing leave, the unit member shall give written notice to the District Superintendent no later than the thirtieth (30th) consecutive day (waived in emergency situations) prior to the anticipated delivery date. The child-rearing portion of the leave shall begin when the unit member's disability ends and the notice shall specify when the unit member desires the child-rearing leave to end.
- 7.1.2 In the event a unit member, male or female, desires a child-rearing leave, the unit member shall give written notice to the District Superintendent no later than the thirtieth (30th) consecutive day (waived in emergency situations) prior to the anticipated delivery date. The notice shall specify when the unit member desires the child-rearing leave to end.
- 7.1.3 If the unit member takes either a child-bearing/child-rearing or a child-rearing leave, such leave will terminate at the end of one of the semesters in the following two (2) school years as the unit member determines.
- 7.1.4 A unit member wishing to terminate a leave previously requested for child-rearing purposes shall be entitled to do so if notice is given at least thirty (30) days prior to the beginning of the semester in which the unit member desires to return to work.
- 7.1.5 A unit member shall be entitled to return to the unit member's former position (site and option) unless it has been abolished, in which case the unit member will be entitled to return to any vacant position in the unit member's tenure area for which the unit member is fully

qualified. If the leave is for one (1) year or more and ends during the school year, the unit member shall return to the former position at the beginning of the following school year unless otherwise mutually agreed.

- 7.1.6 The full semester or semesters while the unit member is on child-bearing/child-rearing or child-rearing leave will not be counted as service for salary credit, sick leave or other benefits based on length of service.
- 7.1.7 The unit member may take either a child-bearing/child-rearing leave [7.1.1] or child-rearing leave [7.1.2] but may not take both for any one (1) pregnancy.
- 7.1.8 A child-rearing leave may be taken for the adoption of a child.

#### SECTION 7.2 OTHER EXTENDED LEAVES

- 7.2.1 The following rules apply to all leaves covered by this Section 7.2 and Section 7.3 of this Agreement:
- 7.2.2 All requests for leaves of absence shall be made in writing to the Board, through the District Superintendent, and set forth reasons for such leave and the time deemed necessary.
- 7.2.3 A unit member with tenure status or a licensed unit member with three (3) or more years of service may apply for leave of absence without pay for just cause. Written application shall be made to the District Superintendent.
- 7.2.4 Unit members who have been granted leaves of absence for graduate or undergraduate study must notify the District, in writing, five (5) months prior to the opening date of the school year in which the absence was permitted, as to their intention of returning for the next year.
- 7.2.5 When a unit member returns from such a leave, he/she shall have restored to him/her all of those benefits which are accumulated on a time basis (including but not limited to salary placement and accumulated sick leave) which he/she had accumulated as of the last day prior to the commencement of the leave. A paid leave of absence shall be counted the same as paid time worked for seniority purposes, but an unpaid leave of absence will not count toward seniority (although it will not be regarded as an interruption of continuous service). Every effort will be made to return the unit member to the former site and option.

#### SECTION 7.3 PROFESSIONAL STUDY OR RELATED TRAVEL

Unit members on tenure status shall make written application for review by the Board. Approval may be granted depending on circumstances and merit of application. Leave for

service in the Peace Corps, Teacher Exchange Program, VISTA, State Education Department, Public Office, NYSUT or AFT may be considered in this section as special leave, but such special leave must be coterminous with a full school year and may not be extended beyond such school year. Nothing in this Section 7.3 applies to part-time unit members.

## ARTICLE 8 HEALTH INSURANCE BENEFITS

### SECTION 8 HEALTH INSURANCE BENEFITS

The District offers three (3) health insurance plans, Plan A, Plan B and Independent Health, as stated below:

#### SECTION 8.1 PLAN A

8.1.1 The District will contribute full payment for family or single coverage for Blue Cross Plans 4 or 6 and Blue Cross 90 and 91 with fifty dollar (\$50.00) deductible major medical rider and a two hundred fifty dollar (\$250.00) deductible for hospitalization, self-funded by the District. If there is a change in carrier, plans shall be equal to benefits now provided. There shall be no payment for health insurance by the District during an unpaid leave taken by a unit member. The unit member may continue health insurance during any unpaid leave by paying the premium to BOCES.

#### Single Coverage:

Blue Cross Rider	9	Ambulance Service
Blue Cross Rider	22	Laboratory and Pathological Examinations
Blue Cross Rider	21	Psychiatric Care
Blue Cross Rider	40	Pre-Care

#### Family Coverage:

Blue Cross Rider	9	Ambulance Service
Blue Cross Rider	8	Medical Surgical Dependent to 23
Blue Cross Rider	22	Laboratory and Pathological Examinations
Blue Cross Rider	21	Psychiatric Care
Blue Cross Rider	40	Pre-Care

8.1.2 The District, for each year of the duration of this contract, will contribute up to thirty dollars (\$30.00) per year for each unit member selecting individual coverage and up to an additional thirty dollars (\$30.00) per year for a maximum of sixty dollars (\$60.00) per year for each unit member selecting family coverage and who are eligible therefore under regulations of Blue Cross of Western New York for Blue Cross Prescription Drug one dollar (\$1.00) co-pay (without contraceptive rider).

8.1.3 Either the District or the Association may propose a change in the prescription plan rider. No changes may be made, however, without the consent of both parties. Any additional premium cost beyond the above-stated figures shall be borne by the respective unit members. Notwithstanding the foregoing, the District's contribution to the premium for any insurance for a part-time unit member shall be prorated according to his/her service (i.e., the District shall contribute one-half (1/2) as much for a half-time unit member as for a full-time unit member, one-third (1/3) as much for a third-time unit member, etc.), but the contribution shall in no case be less than one-fifth (1/5) the contribution for a full-time unit member.

8.1.4 There shall be no payment for the prescription drug rider by the District during any unpaid leave taken by a unit member. The unit member may continue the prescription drug rider coverage by paying the premium to BOCES.

8.1.5 DENTAL INSURANCE -- PLAN A

The District will continue to contribute up to three hundred ninety dollars (\$390.00) per unit member for dental insurance. The provider to be mutually determined by the Association, other bargaining groups and central office Administration.

The plan, once determined, may be changed by a proposal by either party. No change may be made, however, without the consent of both parties. Any additional premium cost beyond the above stated figures shall be borne by the respective unit member.

There shall be no payment for dental insurance by the District during any unpaid leave taken by a unit member. The unit member may continue dental insurance coverage by paying the premium to BOCES.

8.1.6 LIFE INSURANCE -- PLAN A

The District shall provide the full cost of life insurance coverage in the amount of ten thousand dollars (\$10,000.00) for Plan A participants and for all unit members other than those covered in Plan B provided such insurance is available at a cost equivalent to Plan B coverage.

8.1.7 SECTION 125 FLEXIBLE BENEFIT PLAN - PLAN A

Subscribers to Plan A coverage shall be eligible for participation in the District's 125 Flexible Benefit Plan without any District contribution.

SECTION 8.2 PLAN B

8.2.1 The District shall provide and assume the cost of full coverage of Blue Cross and Blue Shield hospitalization insurance for the individual and family plan with a two hundred fifty dollar (\$250.00) deductible for hospitalization, self-funded by the District and shall provide the full cost of Guardian Major Medical Insurance (including ten thousand dollars (\$10,000.00) life insurance) for the individual and family plan. Further, the Board shall provide the following riders to the Blue Cross and Blue Shield coverage:

Single Coverage:

Blue Cross Rider	9	Ambulance service
Blue Shield Rider	4	Emergency Accident and Medical Care and Out-Patient Electrocardiographic Exams
Blue Shield Rider	12	Laboratory and Pathological Exams
Blue Shield Rider	21	Psychiatric Care
Blue Shield Rider	40	Pre-Care

Family Coverage:

Blue Cross Rider	9	Ambulance Service
Blue Shield Rider	4	Emergency Accident and Medical Care and Out-Patient Electrocardiographic Exams
Blue Shield Rider	8	Medical Surgical Dependent to 23
Blue Shield Rider	12	Laboratory and Pathological Exams
Blue Shield Rider	21	Psychiatric Care
Blue Shield Rider	40	Pre-Care

BOCES may, at its option, select another carrier or carriers to provide some or all of the coverage specified for Blue Cross, Blue Shield, and/or Guardian above, but such replacement coverage must be at least equal to the coverage it is replacing.

8.2.2 SECTION 125 FLEXIBLE BENEFIT PLAN -- PLAN B

The District shall contribute three hundred ninety dollars (\$390.00) per fiscal year into a Flexible Benefit Section 125 Plan for Plan B subscribers. Reimbursement shall be for any appropriate expenses as per Section 125 and the Plan document. The District shall maintain its current plan year of October 1st up to and including September 30th of each year, effective October 1, 1997.

## SECTION 8.3 INDEPENDENT HEALTH

### New Hires On And After July 1, 1997

Notwithstanding any other provisions of this comprehensive Agreement or Civil Service Law, §209(1)(a)(e), new hires on and after July 1, 1997 shall be eligible for only Independent Health Encompass B-1, with Rider 38 (seven dollar (\$7.00) Rx w/o birth control) and a rider providing for coverage to age twenty-three (23) for full-time college/university students.

Such new unit member shall be eligible for only this health insurance coverage during their first three (3) years of employment, or the granting of tenure after which they shall be eligible to select any other offered health insurance coverage subject to the terms and conditions of the remainder of the collective bargaining agreement at that time.

Such new unit member shall be eligible to participate in the agreed upon District 125 Plan without any District contribution, during probation.

Upon granting of tenure new unit members hired after July 1, 1997, shall be eligible for a District contribution of three hundred ninety dollars (\$390.00) to the District 125 Plan if they remain in Independent Health or switch to Plan B only.

Current employees desiring to change to Independent Health may do so and will be eligible for a District contribution to a legally constituted 125 Plan of three hundred ninety dollars (\$390.00) per year.

## SECTION 8.4 GENERAL INFORMATION

### 8.4.1 SELECTION OF PLAN

Unit members in any of the plans on the execution date of this contract shall remain in that plan unless they request a change by August 1 of each year of this contract. Such change to be effective the following September 1.

### 8.4.2 HEALTH INSURANCE BUY OUT

If an eligible unit member, who is not retired, elects in writing not to be covered by the plans provided in Section 8.1 or 8.2 of this Agreement, for a period of not less than twelve (12) consecutive calendar months, the BOCES shall pay him/her, in each of the ten (10) months of the school year falling within the twelve (12) month period, one-tenth (1/10th) of a sum which one-half (1/2) of the contribution the BOCES would otherwise make toward the single premium for such twelve (12) month period.

#### 8.4.3 PART-TIME UNIT MEMBERS

Part-time unit members, who receive full health benefits shall be prorated at the same level as their full-time equivalency, (e.g., for the unit members working .8, the District shall contribute eighty percent (80%) toward their health insurance).

Full-time unit members reduced to less than full-time will retain their benefits at one hundred percent (100%).

Part-time unit members, who receive full health benefits under a former employee agreement or either predecessor BOCES, will continue to receive the same level of health benefits.

### ARTICLE 9 RETIREMENT

A unit member (except a long-term substitute) who is eligible for retirement under the New York State Retirement System may opt for benefits as provided under Section 9.1 or Section 9.2:

#### SECTION 9.1 HEALTH INSURANCE

9.1.1 Health Insurance - The unit member will continue to be covered by the health insurance plan from and after his/her retirement date for as long a period as the amount of money derived by multiplying the number of the unit member's accumulated sick days upon retirement (maximum of two hundred twenty (220) days for unit members employed prior to the ratification of this Agreement; maximum of one hundred fifty (150) days for unit members employed after 4/26/95 by one hundred fifty-five dollars (\$155.00) will pay for the full premium charged for such coverage during such period.

The retiree (or surviving dependents) may at their option make up the difference in said payment when there would not be enough accumulated days to make a full payment.

#### SECTION 9.2 CASH BUY-OUT

9.2.1 Cash Payment for Unused Sick Leave - As of 4/26/95, new hires shall not be eligible for the cash payment for unused sick leave. The cash payment for unused sick leave is to be calculated as follows:

The number of accumulated sick days (two hundred twenty (220) days maximum for unit members employed prior to the ratification of this Agreement reduced by fifty (50) days).



- 9.2.2 The number calculated in paragraph 9.2.1 above shall be multiplied by one hundred fifty-five dollars (\$155.00) per day.

SECTION 9.3 SURVIVING DEPENDENTS

- 9.3.1 Medical coverage as provided in Article 9 shall be continued for surviving dependents of retirees who elect such coverage, until it would normally be exhausted.

SECTION 9.4 LEGISLATIVE IMPACT ON RETIREES BENEFITS

Should legislation be enacted or other action take place (hereinafter referred to as enacted) which significantly impacts on the cost of the health insurance program or cash payment the District provides to past or future retirees for accumulated sick leave, the following conditions shall prevail to the extent permissible under law:

- 9.4.1 The unit member cannot receive both the cash and the enacted health insurance program. Should there be no cost to the BOCES for an enacted health insurance program, then a cash payment for accrued sick leave according to the formula set forth in Section 9.2 of this Agreement will apply.
- 9.4.2 If the selection of the health insurance program is voluntary, the unit member can select the cash payment upon explicit waiver of his/her right to the enacted health insurance program.
- 9.4.3 If the enacted health insurance program is mandatory and provides benefits which are substantially less than those provided by the District's health insurance program, the District's program shall continue in force under the conditions set forth in the Agreement. In this event, the unit member must waive the enacted health insurance program and there must be no charge to the District for the enacted health insurance program or the District shall have no obligation under this paragraph.
- 9.4.4 Should the cost of the enacted health insurance program be of slight or non-significant cost to the District, then the parties shall open negotiations on Section 9.1 Retirement for future retirees.

ARTICLE 10 MISCELLANEOUS

SECTION 10.1 ABSENCES/SUBSTITUTES

- 10.1.1 All unit member absences shall be reported by the unit member to their immediate supervisor or designee by a method determined by the supervisor and published and explained at the opening day meeting.

- 10.1.2 At the beginning of each school year, each unit member may make a list of substitutes who are qualified to teach the course for which the unit member is responsible and submit the list to his/her immediate supervisor for final approval. When a unit member is absent, a substitute on his/her list will be contacted in accordance with present practices. No other substitute will be used unless no one from the list is available to substitute.

#### SECTION 10.2 OBSERVATIONS

The following rules shall apply to observations:

- 10.2.1 Observations shall be done with the unit member's knowledge.
- 10.2.2 The results of each observation shall be reduced to writing and given to the unit member at a personal conference between the unit member and his/her observer for the purposes of clarifying the written observation report. The conference shall be held within fourteen (14) calendar days of the observation. If the unit member disagrees with the report, he/she may submit a written, dated and signed answer which shall be attached to the file copy of the report. Such answer, if any, must be submitted within seven (7) days of the conference.
- 10.2.3 Each observation of a unit member shall be at least thirty (30) minutes in duration.
- 10.2.4 An observation report on a unit member shall not be shown to anyone other than an administrator or Board member of the District without the unit member's consent, but this shall not prevent such a report from being used in any proceeding involving a disciplinary or dismissal action against the unit member.
- 10.2.5 All observations shall be conducted by administrators or supervisors of the District who are not members of the bargaining unit.

#### SECTION 10.3 PERSONNEL FILE

- 10.3.1 There shall be one (1) official personnel file for each unit member maintained in the central office. On reasonable notice, a unit member may inspect, in the central office, the contents of his/her file except confidential letters of reference. Each time a unit member so inspects his/her file, he/she shall initial and date it to that effect. A unit member shall be entitled to one (1) copy of any item (except confidential letters of reference) in his/her file. A unit member shall have the right to attach a written response to any item in his/her file. When any new item is

placed in a unit member's file (except a confidential letter of reference) a copy of it shall be sent simultaneously to him/her.

#### SECTION 10.4 WORK YEAR

10.4.1 The work year shall be considered to consist of the full number of days of school operation as approved by the Board, but not to exceed one hundred eighty-six (186) days for the ten (10) month period. The following holidays shall represent days when school will not be in session: Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King's Birthday, Washington's or Lincoln's Birthday, Memorial Day, or the days legally designated as such. Also, unit members may have up two (2) conference days per year. Any portion of a day that school is in session will be counted as a full day. Unit members who are required to work any days (or portions thereof) in excess of the one hundred eighty-six (186) will be paid a minimum of one two-hundredth (1/200th) of their current total salary until June 30. After June 30, the rate will be one two-hundredth (1/200th) of the next school year's salary.

#### SECTION 10.5 LENGTH OF WORK DAY

10.5.1 The length of the work day is a matter of professional responsibility to the students and requirements of the school. In establishing the school program, administrators shall fix time requirements for staff utilization on a fair and equitable basis. The normal practice has been to meet these requirements in a scheduled work day of not less than six (6) hours and thirty (30) minutes, and not more than seven (7) hours and fifteen (15) minutes. Lunch, prep time, and class assignments will be in accordance with the established practices of the pre-merged BOCES.

10.5.2 Unit members assigned to component buildings will follow the schedule of the unit members in the building to which they are assigned.

#### SECTION 10.6 LUNCH PERIOD

10.6.1 All unit members are to have a thirty-minute (30), duty-free lunch period.

#### SECTION 10.7 FACULTY MEETINGS

10.7.1 Unit members shall be given notice of each faculty meeting at least two (2) school days (whenever practicable) in advance. The notice shall specify the purpose(s) of the meeting.

- 10.7.2 At the general faculty meeting prior to the opening of school, the Association will be guaranteed a minimum of forty-five (45) minutes.
- 10.7.3 During October the Executive Officer will schedule, for the school year, two (2) regular school days free of instruction for special education classroom unit members so those days can be used for parent-teacher conferences in connection with the IEP program. Other unit members required by the District Superintendent or his/her designee to participate in activities related to IEP will be given one (1) hour of time free from instruction for each student to a maximum of twelve (12) hours.

#### SECTION 10.8 DISCIPLINE - REPRIMAND

- 10.8.1 No unit member shall be disciplined, reprimanded, reduced in compensation or deprived of any professional advantage without just cause. Any such action asserted by the District, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. This section shall not be applicable to unit members during their first year of probation if their probationary appointment was effective between October 15<sup>th</sup> and the end of the school year.
- 10.8.2 If a unit member is to be reprimanded or otherwise disciplined (as provided in Education Law Section 3020a, subdivision 4) by the District or its agents, he/she shall be entitled to have a representative of the Association present, if he/she so requests, and such reprimand or discipline shall be in private and away from students or other District personnel (except for an additional administrator).

#### ARTICLE 11

#### POSTINGS, TRANSFERS, TERMINATIONS, STAFF REDUCTION, SUBSTITUTING

#### SECTION 11.1 POSTINGS

- 11.1.1 Postings - Written notice of all new positions (or vacancies in existing positions) in the bargaining unit, and the required minimum qualifications for same, shall be given to unit members no later than the time when outside applications are solicited. The application period shall be at least ten (10) days. The notices will be posted, distributed, or both, whichever is practicable in a particular situation.
- 11.1.2 Geographic Areas - For purposes of this section, Erie 2-Chautauqua-Cattaraugus BOCES shall be divided into two (2) geographic areas as follows:

- A. Erie County Districts: Districts formerly comprising the Districts of Erie 2 BOCES including the BOCES' Carrier Educational Center and Ormsby Educational Center.
- B. Chautauqua County Districts: Districts formerly comprising the Districts of Chautauqua County BOCES, the BOCES' LoGuidice Educational Center and the BOCES' Hewes Educational Center.

11.1.3 Voluntary Transfers - This section applies to voluntary transfers which become effective due to vacancies occurring between the end of the school year and October 1 of any given school year. The District shall post such vacancies and review the qualifications of applicants desiring to fill said vacancies by voluntary transfer. If all applicants are qualified, the most senior based on tenure or certification area shall be voluntarily transferred.

11.1.4 Involuntary Transfers - Any vacancies resulting after all voluntary transfers and the exercise of displacement rights shall be filled by an involuntary transfer of the least senior unit member to any resulting remaining vacancies in the inverse order of seniority.

11.1.5 Joint Dispute Resolution Committee

- A. The District and the Association agree to form a Joint Dispute Resolution Committee consisting of three (3) appointees by Administration and three (3) appointees by the Association. This committee will review any involuntary transfers where the unit member contends that the process herein was not followed.
- B. A unit member shall, within three (3) work days of notification of their transfer, file with the Joint Dispute Resolution Committee (JDRC) their contention that the transfer procedure as contained in the attached Appendices was not properly followed. JDRC will meet within three (3) days to make a determination on the unit member's contention.
- C. The JDRC shall have the option to review an untimely request should circumstances warrant such a review.
- D. The JDRC procedure shall apply in lieu of the Grievance Procedure.

The terms of this Article shall not be subject to the Grievance Procedure.

11.1.6 Chart - The charts attached to this Agreement as Appendices G, H, I, J and K shall form a portion of this Agreement as if fully set forth herein. The sequence of events as

indicated therein, 1. Reduction In Force (RIF) Seniority, 2. Transfer Seniority (Voluntary), 3. Process for Filling Vacancy - Voluntary/Involuntary, shall be followed in that particular order pursuant to the terms of this Article.

- 11.1.7 When a unit member's class is being relocated within the region the District shall notify the unit member of the relocation within ten (10) days.

#### SECTION 11.2 TERMINATION

- 11.2.1 Unit members desiring to terminate service with the District shall notify the District Superintendent in writing at least thirty (30) days prior to the effective termination date. Unit members who do not intend to return to the system the following school year shall notify the District Superintendent of this as soon as possible before the end of the year.

#### SECTION 11.3 STAFF REDUCTION

- 11.3.1 If a unit member who holds educational certification who is on layoff is recalled to work for the District within the period specified by the education law: (i) he/she will be placed on the salary schedule at a step next above the step at which he/she was placed when he/she last worked for the District and in a column equivalent to his/her earned credit at the time of his/her return; (ii) he/she will retain whatever tenure he/she had when he/she last worked for the District; (iii) his/her prior years of continuous service for the District shall be counted toward his/her seniority; (iv) whatever number of days he/she had accumulated as sick leave, as of his/her last day worked for the District, shall be restored; and (v) his/her prior continuous service to the District - but not years while he/she was not working for the District - plus years of service to the component districts previously counted if any - shall be counted in the calculation of any other benefits, leaves or payments which are dependent on such years of service. Nothing in this paragraph 11.3.1 applies to part-time unit members.
- 11.3.2 A tenured unit member with ten (10) years of service to the District or a permanently appointed duly licensed unit member with ten (10) years of service to the District shall have the option to be paid for accumulated sick leave to a maximum of one hundred (100) days times the certified substitute rate in effect on the date of his/her layoff.

Upon recall such unit member may buy back his/her accumulated sick leave by repaying the sum of money determined by the above paragraph within thirty (30) calendar days of the effective day of reemployment.

#### SECTION 11.4 SUBSTITUTING

- 11.4.1 Unit members on the District's preferred eligibility list will be offered long-term substitute positions for which they are certified in preference to other persons. Where two (2) or more unit members on the preferred eligibility list are certified for the long-term substitute position in question, the offer will be made in order of seniority among these unit members (i.e., to most senior first).
- 11.4.2 Further, should it become necessary to reduce a position within a tenure area, the affected unit member encumbering a position in the tenure area may opt to replace any long-term substitute or part-time unit member occupying a position for which that unit member is certified.
- 11.4.3 Should more than one (1) unit member be involved in paragraph 11.4.2, the order of execution of this memorandum shall be by seniority with the most senior having the first option.

#### ARTICLE 12 OTHER

##### SECTION 12.1 ENROLLMENT STATUS FOR FOLLOWING YEAR

- 12.1.1 Unit members will be given free and open access to projected student enrollments for the following school year.
- 12.1.2 If the BOCES has definite knowledge that a unit member's position is to be abolished or reduced to part-time for the following year, it shall notify the unit member at least five (5) days prior to the June regularly scheduled Board of Education meeting. Health insurance coverage shall continue until September 1.
- 12.1.3 If such reduction is to take place during the school year, sixty (60) working days notice must be given to the unit member.

##### SECTION 12.2 SHOP COATS AND SAFETY GLASSES

- 12.2.1 The District will furnish to each unit member in shop situations, for wear while at work, one (1) full-length shop coat with one (1) change per week, if the unit member so requests at the beginning of the school year and provided the unit member agrees to use the shop coats. If a unit member is required to wear prescription safety glasses by the Commissioner of Education in a shop situation, the District will pay the cost of replacing one (1) pair of glasses every three (3) years, but not to exceed one hundred dollars (\$100.00) per pair. Part-time unit members will be reimbursed on a pro rata basis.

12.2.2 After a unit member has first applied to the District's liability insurance carrier and has a termination of benefits, the District will reimburse said unit member for loss or damage to his/her eyeglasses, dentures, clothing or other items of wearing apparel directly arising out of the performance of his/her duties. No such reimbursements shall exceed the difference between the insurance settlement and the cost of the item to a maximum of one hundred seventy-five dollars (\$175.00) for any particular incident. Part-time unit members will be reimbursed on a pro rata basis.

SECTION 12.3 PROGRAM REVIEW

12.3.1 Unit members will be expected to cooperate and assist in program reviews carried on by the Board, the home schools and other agencies approved by the District Superintendent.

SECTION 12.4 COMPLAINTS

12.4.1 Any written complaint received against a specific unit member shall, within two (2) school days be brought to the attention of the unit member involved. The unit member will have the privilege of giving a written reply of the incident. If a grievance is filed by the unit member, the written complaint will be placed in a suspense file pending the outcome of the grievance.

SECTION 12.5 DURATION OF AGREEMENT

12.5.1 This Agreement goes into effect as of 12:01 AM on September 1, 1999, (except those provisions which specify a later effective date) and continues in effect until midnight on August 31, 2005.

IN WITNESS WHEREOF, the duly authorized representative of the parties have subscribed their names on the dates indicated below:

FOR THE DISTRICT:

Richard G. Timbs  
Richard G. Timbs  
District Superintendent

4-11-01

DATE

FOR THE ASSOCIATION:

Frank Gawronski  
Frank Gawronski  
Association President

4-6-01

DATE



**APPENDIX A**  
**Stage 1A**  
**NOTICE OF GRIEVANCE**

1. This oral grievance presented to \_\_\_\_\_  
on \_\_\_\_\_ by \_\_\_\_\_

**IMMEDIATE SUPERVISOR'S REPORT**

2. My decision is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

APPENDIX A

Stage 1B  
GRIEVANCE FORM

NOTE: Prepare two (2) copies, retain one (1), submit the other to your Director (or to the District Superintendent if this grievance is submitted under paragraph 4.2.2).

Submitted to Director (or District Superintendent)

1. Name of Aggrieved party: \_\_\_\_\_  
Position of Aggrieved party: \_\_\_\_\_
2. Section(s) of the Agreement claimed to have been violated  
\_\_\_\_\_
3. Date on which grievance is claimed to have occurred  
\_\_\_\_\_
4. Date on which the oral grievance was presented to the immediate supervisor \_\_\_\_\_
5. Describe briefly the facts of the occurrence which you are grieving including time, place and names of persons involved:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. What do you want BOCES to do to correct the situation?  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

If there is more than one (1) grievant, each must sign here or on attached sheet and also print or type his/her name and position and the date on which the grievance occurred. If the grievance is submitted under paragraph 4.2.2 by the Association, an authorized officer must sign.

APPENDIX B-1

TEACHERS' SALARY SCHEDULE

1999/00

<u>STEP</u>	<u>N.C.</u>	<u>PROV.</u>	<u>PERM.</u>
1	23,158	24,562	26,029
2	25,163	26,917	28,271
3	26,500	28,100	29,600
4	27,500	29,000	30,700
5	29,022	29,900	32,100
6	32,700	31,265	33,500
7		35,913	36,200
8		36,500	37,900
9		36,800	38,800
10		38,217	41,100
11			43,600
12			45,900
13			48,375
14			51,375
15			57,501
16			62,626
17			64,626

Credit Hours: \$50.00/hour  
Masters Degree: \$1,000

Credit hours will be reimbursed at fifty dollars (\$50.00) per hour up to ninety (90) hours beyond the provisional and up to sixty (60) hours beyond the permanent certifications.

APPENDIX B-2

TEACHERS' SALARY SCHEDULE

2000/01

<u>STEP</u>	<u>N.C.</u>	<u>PROV.</u>	<u>PERM.</u>
1	23,158	24,562	29,250
2	25,163	26,917	29,500
3	26,500	28,100	29,600
4	27,500	29,000	32,100
5	29,022	29,900	33,500
6	32,700	31,265	36,200
7		35,913	37,900
8		36,500	38,800
9		36,800	41,100
10		38,717	43,600
11			45,900
12			48,375
13			51,375
14			53,710
15			55,827
16			57,501
17			60,000
18			62,626
19			64,626
20			66,626

Credit Hours: \$50.00/hour

Masters Degree: \$1,000

Credit hours will be reimbursed at fifty dollars (\$50.00) per hour up to ninety (90) hours beyond the provisional and up to sixty (60) hours beyond the permanent certifications.

APPENDIX B-3

TEACHERS' SALARY SCHEDULE

2001/02

<u>STEP</u>	<u>N.C.</u>	<u>PROV.</u>	<u>PERM.</u>
1	23,908	28,000	31,000
2	25,913	28,500	31,500
3	27,250	29,250	32,250
4	28,250	30,591	33,591
5	29,772	31,914	34,914
6	33,200	33,398	36,398
7		35,500	38,000
8		36,440	39,440
9		38,325	41,325
10		41,000	44,000
11			46,200
12			48,375
13			51,375
14			53,710
15			55,827
16			57,501
17			60,000
18			62,626
19			64,626
20			66,626
21			68,626

Credit Hours: \$50.00/hour  
 Masters Degree: \$1,000

Credit hours will be reimbursed at fifty dollars (\$50.00) per hour up to ninety (90) hours beyond the provisional and up to sixty (60) hours beyond the permanent certifications.

APPENDIX B-4

TEACHERS' SALARY SCHEDULE

2002/03

<u>STEP</u>	<u>N.C.</u>	<u>PROV.</u>	<u>PERM.</u>
1	24,158	29,250	31,750
2	26,163	29,542	32,042
3	27,500	30,850	33,350
4	28,500	31,750	34,250
5	30,022	32,890	35,390
6	33,450	34,214	36,714
7		35,718	38,218
8		37,423	39,923
9		38,825	41,325
10		41,500	44,000
11			46,200
12			48,375
13			51,375
14			53,710
15			55,827
16			57,501
17			60,000
18			62,626
19			64,626
20			66,626
21			68,626
22			70,700

Credit Hours: \$50.00/hour

Masters Degree: \$1,000

Credit hours will be reimbursed at fifty dollars (\$50.00) per hour up to ninety (90) hours beyond the provisional and up to sixty (60) hours beyond the permanent certifications.

APPENDIX B-5

TEACHERS' SALARY SCHEDULE

2003/04

<u>STEP</u>	<u>N.C.</u>	<u>PROV.</u>	<u>PERM.</u>
1	24,408	30,000	32,500
2	26,413	30,520	33,020
3	27,750	30,900	33,400
4	28,750	32,350	34,850
5	30,272	33,462	35,962
6	33,700	34,660	37,160
7		36,049	38,549
8		37,629	40,129
9		39,420	41,920
10		42,000	44,000
11			46,420
12			48,973
13			51,911
14			53,710
15			55,827
16			57,501
17			60,000
18			62,626
19			64,626
20			66,626
21			68,626
22			70,700
23			72,700

Credit Hours: \$50.00/hour

Masters Degree: \$1,000

Credit hours will be reimbursed at fifty dollars (\$50.00) per hour up to ninety (90) hours beyond the provisional and up to sixty (60) hours beyond the permanent certifications.

APPENDIX C-1

O.T. & P.T.'S SALARY SCHEDULE

1999/2000

<u>STEP</u>	<u>SALARY</u>
1	26,029
2	27,600
3	28,600
4	29,500
5	31,100
6	33,100
7	35,100
8	37,200
9	39,200
10	41,200
11	43,500
12	45,700
13	47,900
14	48,600
15	49,400
16	51,400
17	53,400

Credit Hours: \$50.00/hour  
Masters Degree: \$1,000

Credit hours will be reimbursed at fifty dollars (\$50.00) per hour up to sixty (60) hours beyond the (L) column certifications.



APPENDIX C-2

O.T. & P.T.'S SALARY SCHEDULE

2000/01

<u>STEP</u>	<u>SALARY</u>
1	27,000
2	27,600
3	28,600
4	29,500
5	31,100
6	33,100
7	35,100
8	37,200
9	39,200
10	41,200
11	43,500
12	45,700
13	47,900
14	48,600
15	49,400
16	51,400
17	53,400
18	55,400
19	57,400

Credit Hours: \$50.00/hour  
Masters Degree: \$1,000

Credit hours will be reimbursed at fifty dollars (\$50.00) per hour up to sixty (60) hours beyond the (L) column certifications.

APPENDIX C-3

O.T. & P.T.'S SALARY SCHEDULE

2001/02

<u>STEP</u>	<u>SALARY</u>
1	30,000
2	31,500
3	32,250
4	33,591
5	34,914
6	36,398
7	38,000
8	39,440
9	41,325
10	44,000
11	46,200
12	48,375
13	49,100
14	51,900
15	53,400
16	55,400
17	57,400
18	59,400

Credit Hours: \$50.00/hour  
Masters Degree: \$1,000

Credit hours will be reimbursed at fifty dollars (\$50.00) per hour up to sixty (60) hours beyond the (L) column certifications.

APPENDIX C-4

O.T. & P.T.'S SALARY SCHEDULE

2002/03

<u>STEP</u>	<u>SALARY</u>
1	31,750
2	32,042
3	33,350
4	34,250
5	35,390
6	36,714
7	38,218
8	39,923
9	41,325
10	44,000
11	46,200
12	48,375
13	51,375
14	52,100
15	54,900
16	56,400
17	58,000
18	59,400
19	61,400

Credit Hours: \$50.00/hour  
Masters Degree: \$1,000

Credit hours will be reimbursed at fifty dollars (\$50.00) per hour up to sixty (60) hours beyond the (L) column certifications.

APPENDIX C-5

O.T. & P.T.'S SALARY SCHEDULE

2003/04

<u>STEP</u>	<u>SALARY</u>
1	32,500
2	33,020
3	33,400
4	34,850
5	35,962
6	37,160
7	38,549
8	40,129
9	41,920
10	44,000
11	46,420
12	48,973
13	51,200
14	53,710
15	55,000
16	57,100
17	59,000
18	61,000
19	62,000
20	64,000

Credit Hours: \$50.00/hour

Masters Degree: \$1,000

Credit hours will be reimbursed at fifty dollars (\$50.00) per hour up to sixty (60) hours beyond the (L) column certifications.

**APPENDIX D-1**

**ALL EMPLOYEES' SALARY SCHEDULE**

2004/05

<u>STEP</u>	<u>N.C.</u>	<u>PROV.</u>	<u>PERM.</u>
1	24,658	30,750	33,250
2	26,663	31,760	34,260
3	28,000	33,028	35,528
4	29,000	34,378	36,878
5	30,522	35,742	38,242
6	33,950	37,156	39,656
7		38,702	41,202
8		40,267	42,767
9		41,892	44,392
10		43,623	46,123
11			47,921
12			49,790
13			51,911
14			54,039
15			56,146
16			58,111
17			60,144
18			62,626
19			64,626
20			66,426
21			68,426
22			70,500
23			72,500
24			74,700

Credit Hours: \$50.00/hour

Masters Degree: \$1,000

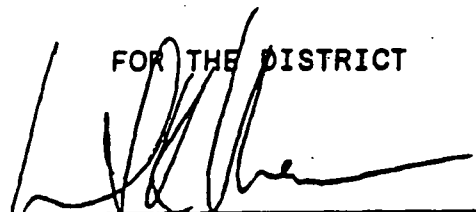
Credit hours will be reimbursed at fifty dollars (\$50.00) per hour up to ninety (90) hours beyond the provisional and up to sixty (60) hours beyond the permanent certifications.

APPENDIX E

LETTERS OF UNDERSTANDING

- A. Class size in instructional areas involving the use of hazardous or dangerous equipment should be limited to twenty-two (22) students with a goal of working toward further reduction in class size, in consideration of safety, in classes operating dangerous equipment.
- B. Where the service rendered by the District requires the use of space in the component school building, the District Superintendent shall request, either formally or informally, that such space shall be suitable and conducive to testing, counseling, remediation, etc.
- C. The Board hereby assures unit members that it shall put its full support behind the procedures and policies hereinafter recommended and adopted by the Board in matters of discipline. The Board and unit members recognize a mutual responsibility for the enforcement of such policies in an amiable spirit.
- D. To improve the quality of instruction in areas such as art, music and physical education, as applicable to the Special Education Program, the District will strive to hire competent, certified personnel for instruction of these students.
- E. If a principal asks a unit member to assume responsibility for the building in his/her absence, the District will provide a substitute for the teacher's class.

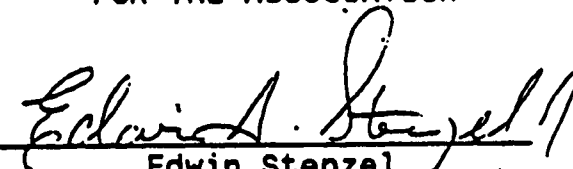
FOR THE DISTRICT

  
\_\_\_\_\_  
Lionel R. Meno  
District Superintendent

8-31-95

\_\_\_\_\_  
Date

FOR THE ASSOCIATION

  
\_\_\_\_\_  
Edwin Stenzel  
President

8-29-95


\_\_\_\_\_  
Date

APPENDIX F  
APPENDIX F

LETTER OF UNDERSTANDING

The District and the Association hereby agree that the Academic Summer School and Summer Curriculum conducted by the Erie 2 - Chautauqua - Cattaraugus BOCES, at the request of component school districts for use in component district school programs, shall not be governed by the terms and conditions of this Agreement.

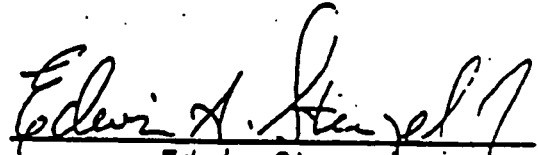
FOR THE DISTRICT

  
\_\_\_\_\_  
Lionel R. Meno  
District Superintendent

8-31-95

Date


FOR THE ASSOCIATION

  
\_\_\_\_\_  
Edwin Stenze  
President

8-29-95

Date

**TRANSFER MEMORANDUM OF AGREEMENT**

ACTION	VOCATIONAL	ALTERNATIVE ED.	SPECIAL ED.	INTINERANT/REL. SERVICES
Reduction in Force (RIF) Seniority				
Transfer Seniority (Voluntary) *	BOCES Seniority in Tenure area	BOCES by Alt. Ed. Seniority	County Seniority by Tenure Area	County Seniority by Tenure Area
Process for Filling Vacancy  Voluntary  Involuntary	Most Senior in tenure area In BOCES Most Senior in tenure area	Most senior in Alt. Ed.  Most senior in Alt. Ed.	Most Senior in tenure area In County Most senior in tenure area in County replaces least senior in County; least senior person displaced goes to any remaining vacancy regardless of county	Most Senior in tenure area in County  Most senior in tenure area in County

\* Applies to Voluntary transfers which become effective October 1 of the school year only



TRANSFER MEMORANDUM OF AGREEMENT

VOCATIONAL EDUCATION UNIT MEMBERS

SEQUENCE OF EVENTS	VOCATIONAL EDUCATION
1. Reduction In Force (RIF) Seniority	Least senior excessed per BOCES-wide seniority in tenure area
2. Transfer Seniority (Voluntary) *	Voluntary transfers considered; most-senior unit member by BOCES-wide seniority in tenure area considered first
3. Process for Filling Vacancy:  Voluntary  Involuntary	Voluntary first granted to most senior unit member by BOCES-wide seniority in tenure area  Most Senior unit member by BOCES-wide seniority in tenure area selects location first; vacancies resulting/remaining are filled in order by most senior to least senior  Joint Dispute Resolution Committee when unit member not in agreement

APPENDIX B

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Example: Program at Center #1 is eliminated. Least senior unit member (BOCES-wide seniority in tenure area) is excessed. Unit member displaced at Center #1 chooses any other center in which the current unit member has less seniority than the displaced unit member from Center #1. That unit member can then select any center in which the current unit member has less seniority and so forth until all positions are filled. When a unit member disputes this procedure has not been properly followed, the unit member may invoke section 11.1.2.4 of the Negotiated Agreement.

Applies to Voluntary transfers which become effective October 1 of the school year only

**TRANSFER MEMORANDUM OF AGREEMENT  
SPECIAL EDUCATION UNIT MEMBERS**

SEQUENCE OF EVENTS	SPECIAL EDUCATION
1. Reduction in Force (RIF) Seniority	Least senior unit member exceeded per BOCES-wide seniority in tenure area
2. Transfer Seniority (Voluntary) *	Voluntary transfers considered; most senior by BOCES-wide seniority in tenure area considered first
3. Process for Filling Vacancy resulting after Voluntary transfer:  Voluntary  Involuntary	Voluntary first granted to most senior unit member in the County by BOCES-wide seniority in tenure area  When decrease in the number of classes occurs in a building housing multiple classes, the least senior unit member in that building (in the County by BOCES-wide seniority in tenure area) selects from vacancies available or can displace the least senior unit member in the county (by BOCES-wide seniority in tenure area). The displaced least senior unit member selects from any remaining vacancy within the BOCES  Joint Dispute Resolution Committee when teacher not in agreement

**Example:** Number of unit members exceeds number of classes and least senior unit member(s) (BOCES-wide seniority in tenure area) is/are exceeded.

When the reduction in classes results in loss of a class in a building with multiple classes, the least senior unit member in that building (in the County by BOCES-wide seniority in tenure area) is displaced.

That displaced unit member can select from any vacancy in the county or can displace only the least senior unit member (by in the County by BOCES-wide seniority in tenure area) in the county.

That unit member then selects any vacancy in the BOCES.

When a unit member disputes this procedure has not been properly followed, the unit member may invoke section 11.1.2.4 of the Negotiated Agreement.

\* Applies to Voluntary transfers which become effective October 1 of the school year only

TRANSFER MEMORANDUM OF AGREEMENT  
RELATED SERVICES/ITINERANT SERVICES

SEQUENCE OF EVENTS	RELATED SERVICES/ITINERANT SERVICES UNIT MEMBERS
1. Reduction in Force (RIF) Seniority	Least senior excessed per BOCES-wide seniority in tenure area
2. Transfer Seniority (Voluntary)*	Voluntary transfers considered; most senior by BOCES-wide seniority in tenure area considered first
3. Process for Filling Vacancy Resulting After Voluntary Transfer:  Voluntary  Involuntary	Voluntary first granted to most senior in the County by BOCES-wide seniority in tenure area  Administrative assignment based on seniority in the County by BOCES-wide seniority in tenure area, previous assignment, certification and component district preference & needs Joint Dispute Resolution Committee when teacher not in agreement

APPENDIX J

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**Example: Number of unit members exceeds number required**  
Least senior unit member(s) (BOCES-wide seniority in tenure area) is/are excessed.  
Request is made for voluntary transfers. If no voluntary transfers, assignments are made as described above based upon in the County based upon BOCES-wide seniority in tenure area.  
When a unit member disputes this procedure has not been properly followed, the unit member may invoke section 11.1.2.4 of the Negotiated Agreement.

Applies to Voluntary transfers which become effective October 1 of the school year only

**TRANSFER MEMORANDUM OF AGREEMENT  
ALTERNATIVE EDUCATION**

SEQUENCE OF EVENTS	ALTERNATIVE EDUCATION UNIT MEMBERS
1. Reduction in Force (RIF) Seniority	Least senior excessed per BOCES-wide seniority in tenure area
2. Transfer Seniority (Voluntary)*	Voluntary transfers considered; most senior in Alternative Education considered first
3. Process for Filling Vacancy Resulting After Voluntary Transfer:  Voluntary  Involuntary	Voluntary first granted to most senior in Alternative Education  Least senior in Alternative Education transferred first  Joint Dispute Resolution Committee when teacher not in agreement

~~Example: Number of unit members exceeds number required, the least senior unit member(s) (BOCES-wide seniority in tenure area) is/are~~  
 excessed.  
 Request is made for voluntary transfers.  
 If no voluntary transfers, the unit member with the least seniority in Alternative Education is transferred to vacancy.  
 When a unit member disputes this procedure has not been properly followed, the unit member may invoke section 11.1.2.4 of the Negotiated Agreement.

Applies to Voluntary transfers which become effective October 1 of the school year only

## **INSURANCE BENEFITS STUDY GROUP**

The Teachers' Association agrees to participate in a District-wide insurance benefits study group when convened by the District. It should be noted that members of the study group do not have the authority to bargain any changes but rather to make suggestions and recommendations regarding possible changes in benefits.

The objective of the group is to find potential ways of controlling benefit costs at the same time maintaining the level and quality of benefits for employees

The following is a list of benefits to be reviewed, but this list should not limit the group from studying other benefits identified by the group.

- Major medical costs and deductibles
- Prescription costs and co-pays
- Self-funding options
- Dental programs
- Out of pocket medical expenses
- Employee assistance plans
- Life insurance
- Trust fund

The study group shall be provided with sufficient release time to perform its tasks. The group shall make periodic reports to the Superintendent and the Association President, as the group deems appropriate. The group shall make its final recommendations to the District by January, 2002.

Side Letter  
Erie 2 BOCES &  
Tri-County Boces Ed. Assoc.

## CALENDAR COMMITTEE

The District and the Teachers' Association agree to establish a "Calendar Committee" to examine the possible coordination of the BOCES calendar with its 27 component districts.

Presently, the BOCES calendar which prescribes the required work days for BOCES teachers may be different than component districts, thus some confusion as for those BOCES teachers assigned to work in a component district's facility. BOCES may be scheduled to work and a component district is off, BOCES staff reports but students don't. The opposite can occur as well.

The committee shall explore possible solutions to this scheduling conflict. The Association will provide two teacher representatives from the North region, one representative each from the Central and South regions. The District shall match the number with its administrative staff.

The committee shall issue its written findings and recommendation to the Superintendent and Association President by May, 2001. After that date the committee shall be disbanded and have no further charge unless specifically renewed by the mutual agreement of the Superintendent and the Association President.

Side Letter  
Erie 2 BOCES &  
Tri-County Boces Ed. Assoc.

1/3/01

**MEMORANDUM OF AGREEMENT**

between

**DISTRICT SUPERINTENDENT  
ERIE 2-CHAUTAUQUA-CATTARAUGUS BOCES**

and

**TRI-COUNTY BOCES EDUCATION ASSOCIATION**

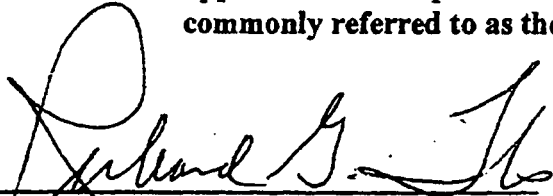
**WHEREAS, both of the above-referenced parties have agreed to establish a Mentor/Intern Program for the mentoring of teachers, and**

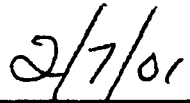
**WHEREAS, both parties are desirous of memorializing their understandings in a Memorandum of Agreement,**

**IT IS THEREFORE agreed by and between the above-parties as follows:**

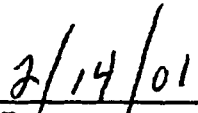
- 1. The Erie 2-Chautauqua-Cattaraugus BOCES (hereinafter District) and the Tri-County BOCES Education Association (hereinafter Association) have agreed to establish the following guidelines for the initiation and conduct of a Mentor/Intern Program for teachers both tenured and non-tenured. The provisions of this Memorandum of Agreement and the Mentor-Intern guidelines shall not be subject to the grievance procedure.**
- 2. The Program shall be administered by a Mentor/Intern Advisory Committee.**
- 3. The Mentor Teacher-Intern Advisory Committee shall recommend potential mentors to the Program.**
- 4. All first year probationary teachers of the District shall participated in the Program, regardless of prior experience.**
- 5. The Program shall be implemented as described in the document entitled Mentor-Intern Guidelines.**
- 6. Any individual represented by the bargaining unit may request the assignment of a mentor. The assignment will be determined by the Mentor/Intern Advisory Committee.**

7. Mentor shall have no role to play in the evaluation or retention of any non-tenured or tenured teacher.
8. The Mentor/Intern Advisory Committee shall be authorized to select and assign mentors and to adopt any further guidelines for the conduct, procedures, selection process and ongoing operation of the mentoring program, subject to the final approval of both the District Superintendent and Association President.
9. Mentors and Interns shall be entitled to release time from their regularly assigned duties. The equivalent of two (2) one-half (1/2) days per month, will be provided by the District as pre-arranged and approved by the respective regional administrators.
10. Unit members who are selected to participate in mentor staff development of fifteen (15) clock hours of in-service training on mentoring concepts and techniques shall receive, for salary purposes, one (1) credit hour at the contractual rate of fifty dollars (\$50). The payment of in-service credit in this instance shall not establish a past practice or precedent with regard to any future in-service programs sponsored by or offered by BOCES or its components.
11. Unit members, who are assigned as mentors will receive an additional stipend of five hundred dollars (\$500) per semester, while serving as mentors.
12. This Memorandum of Agreement shall expire and be of no further force and effect as of August 31, 2005. It shall not be subject to extension by application of law pursuant to Civil Service Law, Section 209-a (1)(e), commonly referred to as the Triborough Amendment.

  
Richard G. Timbs, Ed.D., District Superintendent  
Erie 2-Chautauqua-Cattaraugus BOCES

  
Date

  
Mr. Frank Sawronski, President

  
Date