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Union: **Oswego County BOCES Coordinators Association**

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Oswego Boces And Oswego Co
Boces Coordinators Assn

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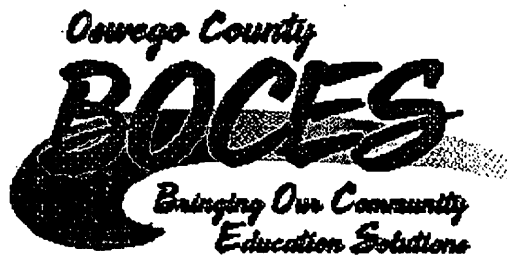
Agreement

between the

*Oswego County B.O.C.E.S.
Coordinators' Association*

and

*Board of Cooperative
Educational Services*



July 1, 2003 - June 30, 2006

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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Agreement

This Agreement is entered into between the Board of Education of the Board of Cooperative Educational Services, Sole Supervisory District, Oswego County (hereafter referred to as the "Board"), and the Oswego County BOCES Coordinators' Association, (hereafter referred to as the "Association").

ARTICLE I GENERAL CONDITIONS

Section 1.0 - Positions Covered By Agreement

This contract covers the following administrative positions and any other similar positions approved by the Board.

Adolescent Pregnancy Prevention Coordinator
Arts-In-Education Specialist
Coordinator of Business Administration, AIE & Special Programs
Distance Learning Coordinator
Even Start Coordinator
Itinerant Technology Trainer
Middle School Initiatives Specialist
Migrant Education Coordinator
Staff Development Coordinator
Model Schools Trainer
OCTC Coordinator
Planning and Research Specialist
School Library System Coordinator
SETRC Training Specialist/Coordinator
Staff Development Specialist
Technology Project Manager

Section 2.0 - Duties and Job Descriptions

Each unit member shall perform the duties outlined in the areas of responsibility and assume other duties related to the job description as assigned by the District Superintendent or immediate supervisor. The job descriptions shall be reviewed and updated as needed, but at least every three years.

ARTICLE I (continued)

Section 3.0 - Work Year

A. The work year for each coordinator position shall be as follows:

Adolescent Pregnancy Prevention Coordinator	11 months
Arts-In-Education Specialist	12 months
Coord. of Business Admin., AIE & Special Programs	12 months
Distance Learning Coordinator	12 months
Even Start Coordinator	12 months
Itinerant Technology Trainer	11 months
Middle School Initiatives Specialist	11 months
Migrant Education Coordinator	12 months
Staff Development Coordinator	12 months
Model Schools Trainer	11 months
OCTC Coordinator	12 months
Planning and Research Specialist	12 months
School Library System Coordinator	12 months
SETRC Training Specialist/Coordinator	11 months
Staff Development Specialist	10 months
Technology Project Manager	12 months

B. If the work year is changed after July 1 of each year, the District shall give the coordinator a three (3) month notice prior to such change or the District will pay the coordinator an amount representing wages for the period for which the notice was less than three (3) months. The period of the year which is not covered by the coordinator shall be arrived at through consultation between the District and the coordinator taking into consideration the service requirement of the BOCES to its component districts.

Section 4.0 - Agency Fee

Effective September 1, 1998 the District shall deduct from the salary of each bargaining unit member who is not a member of the Association a monthly service fee each month as a contribution toward the negotiation and administration of the agreement and the representation for such employee. The service charges which shall be payable and forwarded to the Association will be deducted in accordance with the current dues deduction procedures and shall be an amount equal to the Association's regular monthly dues. However, agency fee paying members are entitled (upon written request) to refunds for expenses or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

ARTICLE II

LEAVE POLICIES

All benefits accrue on an annualized basis. During the first year of employment, benefits are prorated. Sick and personal leave is awarded on the first day of employment in proportion for the number of months between the date of hire and the next July 1. Example: 12-month employees hired on January 1 would be awarded nine (9) sick days and 1.5 personal days.

Section 1.0 - Vacations

All twelve (12) month coordinators shall have twenty-three (23) days vacation time available, all eleven (11) month coordinators shall have twenty-one (21) days vacation time, and all ten (10) month coordinators shall have nineteen (19) days vacation time to be prorated for the number of months worked.

Example: Hired January 1, 1998 - eligible for 12 days vacation. As of July 1, 1998, employee will be eligible for 23 days vacation with approved carryover.

Vacation time shall be taken when the work situation of the employee permits the absence. All employees shall notify the District Superintendent and/or designee in writing when they will be on vacation. All vacation time requests shall be granted at a time mutually agreed upon by the employee and immediate supervisor. If the parties cannot mutually agree, the District's refusal to agree on the time selected by the coordinator shall not be unreasonable.

Employees who are unable to use all their vacation in any year may carry over up to five (5) days to the succeeding year.

Section 2.0 - Unpaid Leaves of Absence

Upon the request of a coordinator, the BOCES may, at its discretion, grant a leave of absence without pay, for up to one year at a time, subject to the BOCES policy in existence at the time of the execution of this agreement.

The coordinator may elect to remain with the health, dental and life insurance plans, but will be responsible for any premiums that must be paid after the commencement of the leave.

The BOCES shall make the appropriate premium payment for the months in which the leaves of absence commence and for the month in which employment recommences after completion of the unpaid leave of absence.

Coordinators on unpaid leaves of absence due to child bearing and medical reasons and who are not drawing sick leave benefits, shall have provided to them, at no cost to them, the current available insurance benefit plans for a period not to extend to beyond the school year that the leave is commenced. Thereafter, one may opt to carry such plans, but will do so at one's own expense for the remainder of the leave.

ARTICLE II (continued)

Section 3.0 - Sick Leave

Coordinators are entitled to one and one-half (1.5) sick days per month or up to eighteen (18) per year based upon number of months worked.

Coordinators are entitled to accumulate up to 265 days of sick leave. Once the maximum days are reached, each successive year the employee will be entitled to use the current years leave days before the maximum days. However, only 240 days shall be eligible for reimbursement at the time of retirement (see Article V, Section 2).

Up to twenty-five (25) days per year may be used for family illness. Family sick leave may also be used for adoption purposes.

All coordinators are eligible to participate in the sick leave bank (see Article IX).

Section 4.0 - Personal Leave Days

Approved personal leave shall not exceed three (3) days per year. "Approved" means the approval of the District Superintendent or immediate supervisor. Leave for reasons such as legal transactions, attendance at weddings and commencement exercises, funerals and emergencies must be stated on the appropriate form. Unused personal days may be converted to sick leave and added to the allowed accumulated amount the next year. Personal leave shall be prorated for the first year of employment or for part time work.

Two (2) of the three (3) days may be requested with no specific reason given, but they must be eligible as listed on the form. "One of the above" must be marked.

Section 5.0 - Bereavement Leave

Bereavement Leave is as follows:

1. Each employee will be entitled to be absent for a maximum of up to five (5) consecutive working days per death in the immediate family, the days of absence to take effect from date of the death or the day after.
2. The immediate family for this section is defined as spouse, father or stepfather, mother or stepmother, child, brother or sister.
3. In the event of the death of a member of the family, other than those listed in paragraph 2 above, an employee will be entitled to three (3) consecutive work days, beginning with the day of death or the day after. For this section, family is defined as a relative residing with the employee, grandfather, grandmother, grandchild, aunt, uncle, niece, nephew, mother-in-law, father-in-law, sister-in-law, and brother-in-law.

ARTICLE II (continued)

Section 6.0 - Medical Disability and/or Child Rearing Leave

A leave of absence shall be granted upon request for medical disability and/or child rearing or other medical disability for a period not to exceed two years. This leave may be used for adoption purposes.

Employees who have a medical disability may continue in active employment as long as they desire, so long as they are capable of performing their duties. Such employees shall have the right to choose one of the following options:

- (a) return to active employment whenever the physician verifies in writing that they are capable of performing their duties, or
- (b) use their accumulated sick leave benefits in the event that they are not capable of performing their duties by reason of a medical disability as verified by their physician.

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

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

The employee may return to work at an earlier date with the approval of the District Superintendent. Such approval shall be within the sole discretion of the District Superintendent, which shall not be unreasonable and the District Superintendent may request a doctor's certificate to verify employee's ability to return to work.

Such leaves will be without pay.

Benefits will not be accumulated during the period of the leave (except during paid sick time or during the 12 weeks as required under the FMLA.)

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

Upon returning from such leave, the employee will be placed on the same salary level they were receiving when the leave commenced. All benefits to which the employee was entitled at the time of leave will be restored upon return.

Section 7.0 - Holiday Leave

The paid holiday schedule will allow for twelve (12) paid holidays, to be determined on an annual basis.

ARTICLE III
HEALTH EXAMINATIONS

Section 1.0 - Physical Exams

- 1.1 All prospective coordinators newly hired to the BOCES for full-time positions must present a duly certified pre-employment physical examination report prior to employment.
- 1.2 When a physical examination is required, the employee or prospective employee may utilize a physician of choice. BOCES will reimburse the physician up to the approved maximum rate of \$25.00 for such examinations. Such examination report must be submitted on a BOCES approved form.
- 1.3 After one (1) year of employment, all coordinators will be eligible for up to \$125 reimbursement towards the disallowed cost of the exam by the BOCES Health Insurance Plan.

ARTICLE IV
HEALTH INSURANCE

Section 1.0 - Health Insurance

The Board will pay 95% of the premiums for individual coverage and 95% of the premiums for family coverage, as indicated by the employee, for the BOCES Health Insurance Plan or equivalent in effect in this District.

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

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

- 1.1 All full-time coordinators shall be covered by a \$9,000 Term Life Insurance benefit. Premiums are paid by BOCES.

ARTICLE IV (continued)

Section 2.0 - Vision Service Plan

Examination: 12 Months
Lenses 12 Months
Frame 24 Months

Benefits:

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

Premium Sharing: District Share = 90% Employee Share = 10%

Coverage: Individual and Family

Section 3.0 - Long Term Disability Income Protection Plan

Benefits: 66 2/3% of Monthly Earnings

Maximum Benefit: \$5,000/mo.

Off-Sets For: Social Security
New York State Teachers Retirement System
New York State Employees Retirement System

Exclusionary Period First 120 days

Duration of Benefit To age 65

Premium Sharing: District Share = 75% Employee Share = 25%

Section 4.0 - Dental Insurance

Effective July 1, 2003, the BOCES shall contribute a lump sum of money towards a Dental Insurance Program equal to \$400.00 per year for each coordinator. Effective July 1, 2004, the lump sum will be \$425.00 per year for each coordinator. Effective July 1, 2005, the lump sum will stay at \$425.00 per year. The BOCES liability under this Article shall be limited to these amounts per year per bargaining unit member. The BOCES shall not be liable for any costs of the plan that exceed the amount of the specific contribution required by this Article.

ARTICLE IV (continued)

Section 5.0 - Health Insurance Upon Retirement

A coordinator retiring from service, who is a member of the Health Insurance Plan, may continue the health benefit coverage into retirement at the active employee rate in effect at the time of retirement from BOCES. The Human Resources Office must be contacted within 60 days in advance of the retirement date, so that compliance with all criteria can be evaluated. It is the coordinator's responsibility to notify the Human Resources Office of the desire to continue coverage.

Section 6.0 - COBRA Eligibility

Coordinators who terminate employment before retirement age may continue health insurance coverage pursuant to COBRA regulations currently in effect at the time of execution of this agreement. It is the coordinator's responsibility to notify the Human Resources Office of the desire to continue coverage.

ARTICLE V

RETIREMENT

Section 1.0 - New York State Retirement Systems

All full-time coordinators must join the appropriate retirement system. At the time of hiring, eligible new employees will be placed on the appropriate tier.

Section 2.0 - Retirement Reimbursement for Accumulated Sick Leave

Coordinators who retire from the BOCES with at least ten (10) years of service, and who notify the Board of Education by March 1 of the school year preceding retirement, will be compensated for accumulated sick leave at the rate of \$60 per day up to a maximum of 240 days. Such payment will be made at the time of separation.

ARTICLE VI

JURY DUTY

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

ARTICLE VII

GRIEVANCE PROCEDURE

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

Section I - Definition

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

Section II - Procedures

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

ARTICLE VII (continued)

Section III - Grievance Process

A. Stage One - Immediate Administrative Supervisor

1. A party having a grievance will discuss it with the immediate administrative supervisor with the objective of resolving the matter informally. If the grievance is not resolved informally, it shall be reduced to writing and presented to the Supervisor. Within five (5) days of receipt of the written grievance the immediate supervisor will reduce his decision to writing and transmit it to the aggrieved and the Association.
2. Election of an alternative course of action or remedy prior to the submission of a grievance at this stage shall be considered to be a waiver of the right of the employee thereafter to seek recourse by means of the grievance procedure.

B. Stage Two - District Superintendent

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

C. Stage Three - Board of Education

1. Any appeal of the Stage Two decision must be submitted by the Association to the Board of Education within ten (10) school days of the receipt of the Stage Two decision.
2. The Board of Education will schedule a meeting in executive session and render a decision within thirty (30) school days of the receipt of the appeal.

D. Stage Four - Advisory Arbitration

1. Any appeal to the Stage Three decision must be submitted by the Association to the American Arbitration Association (copy to the District Superintendent) for arbitration in accordance with its Voluntary Labor Arbitration Rules within fifteen (15) school days of its receipt of the Stage Three decision.
2. Arbitration shall only involve claim violations to this Agreement and shall not be contrary to law, Commissioner's Regulations or policies of the Board of Regents.
3. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions on the issues and shall be advisory only and not binding on the Board of Education.

ARTICLE VII, Section III, D. (continued)

4. The arbitrators shall have no power or authority to make any decision which requires the commission of an act prohibited by law and which is violative of the terms of this Agreement.
5. The costs of the Arbitrator shall be shared 50-50 between the parties.

E. Time Limits

1. Failure of the Association or of an aggrieved employee to comply with the time limits provided shall be considered as an acceptance of the last previous answer to the grievance and shall be the disposal of such grievance on that basis.
2. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
3. When a grievance arises late in the school year, the parties will attempt to agree on a shorter time limitation or, where possible, time limits would permit the grievance to be processed over the vacation period in an effort to resolve the grievance as quickly as possible.
4. The time limit specified may be extended by mutual agreement.

ARTICLE VIII

SALARIES

Unit members will receive salary increases for the length of the contract as identified below. Such increases shall be based upon the prior year's adjusted salary:

- 2003-2004 – 4%
- 2004-2005 – 3.5%
- 2005-2006 – 3.5%

It is agreed that commencing in the second year of the contract, BOCES will contribute up to one half of one percent of the employee's salary as a matching voluntary contribution to a tax sheltered annuity account of the member's choice.

ARTICLE VIII (continued)

Section 1.0 - Deductions

All requests for deductions must be approved by the District Superintendent and processed through the Business Office. In general, deductions are allowed for tax sheltered annuities from companies that are of interest to three or more employees. Computerized data base space may limit the capability of the BOCES, at some point, to make additional deductions.

ARTICLE IX

SICK LEAVE BANK (MACCS)

Participants:

Middle Management Association
Administrators' Association
Coordinators' Association
Confidential Employees

The intention of the Sick Leave Bank is to protect the members from financial burden due to serious illness or injury. It is not intended to be a solution to the problem of exhaustion of a member's sick days. (Note: "Serious illness or injury" shall be defined as one which is generally regarded as such by those in the medical profession.)

A committee consisting of five (5) members, one from each participating group and one appointed by the District Superintendent shall administer this bank. This committee shall review and pass upon applications to draw additional sick leave days from the bank that are submitted by the members of the bank. The decisions of this committee shall be final and binding. In the event that the committee cannot reach a decision, they shall confer with the District Superintendent, who shall cast the decisive vote, based on all available information. Members drawing days from the bank shall provide the committee with a doctor's statement on a monthly basis.

Each member of the staff covered shall have the opportunity to elect to participate in the Sick Leave Bank by filing a signed authorization statement no later than October 1 of each year. A member who begins serving after July 1 will have 30 days from the beginning date of employment in which to sign such authorization.

Each member who elects to participate in the Sick Leave Bank shall contribute five (5) days of accrued sick leave during the first year of participation. In subsequent years of participation, a member shall donate those days necessary to maintain the bank above the minimum of three days for each bank member. New participants shall contribute five (5) days initially to join. If, during the school year, the contribution from all other participants would not result in exceeding the maximum of 100 days, each participating member shall contribute one day. The number of accumulated days in the Sick Leave Bank shall not exceed 100 days, regardless of contributions made by new participants.

ARTICLE IX (continued)

A unit member will not withdraw days from the Bank until the member's own accumulated sick leave is depleted. In any case, at least the first thirty (30) days of serious illness or injury must be covered by the person's own accumulated sick leave or absence without pay.

Concurrently with the submission of a written request for additional sick leave, the member shall provide the Sick Leave Bank Committee with a medical report setting forth the nature of the illness or injury, the anticipated date of recovery and return to work, and the date of initial incapacitation. In addition, the member shall supply a written report stating the number of accumulated sick days they have remaining on the date the request is submitted, and the number of additional sick days they are requesting. All such forms shall be submitted to the District Superintendent, who shall, within five (5) school days, call the Committee into session.

A member shall not be eligible to draw from the bank unless at least 50% of the potential accumulated sick leave is available at the time of the occurrence of the illness or injury. This restriction shall not apply to persons who had previously suffered a serious illness or injury, or who used accrued sick leave for childbearing purposes.

A member may request any or all of the fifty (50) day maximum offered by the Bank per illness or injury. Necessary additional days, up to a total combined request of fifty (50) days, may be requested when the original request is for less than the full amount. An employee may again draw days from the Bank for a different illness or injury.

Persons withdrawing from the Bank or leaving the system must leave contributed days in the Bank.

ARTICLE X

IN-SERVICE

Section 1.0 - Staff Development Opportunities

The administration encourages in-service education, professional development, visitations and attendance at workshops that improve on-the-job skills. Reasonable and approved expenses related to such in-service will be paid by the BOCES. The employee must complete an appropriate request form prior to participation, and submitted for approval, which shall not be unreasonably withheld, to the immediate supervisor and the District Superintendent or designee.

ARTICLE X (continued)

Section 1.1 – Reimbursement for College Courses

BOCES will provide reimbursement for undergraduate or graduate courses in the following manner:

For 2003-2004, each member will be eligible for the reimbursement of up to three hours of credit up to the current SUNY Oswego tuition rate (\$213/hour).

For 2004-2005, each member will be eligible for two courses or an equivalent of six credit hours of tuition reimbursement up to the current SUNY Oswego tuition rate.

For 2005-2006, each member will be eligible for three courses or an equivalent of nine credit hours of tuition reimbursement up to the current SUNY Oswego tuition rate.

These courses must be approved by the District Superintendent or designee in accordance with Article X, Section 1.0, and they must be related to the unit member's responsibilities or assignments.

A minimum grade of C must be achieved and college credits granted.

ARTICLE XI

GOAL SETTING/EVALUATIONS

Coordinators are expected to collaboratively develop annual goals with appropriate staff and district administrators.

Each year, Coordinators are expected to complete annual goals and objectives, and submit these for approval to their respective Supervisors. Evaluations of coordinators will be based on performance of responsibilities, cooperatively developed goals, and the accomplishments of specific tasks set by superiors. Evaluations will be completed annually.

ARTICLE XII

SAVINGS CLAUSE

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

ARTICLE XIII

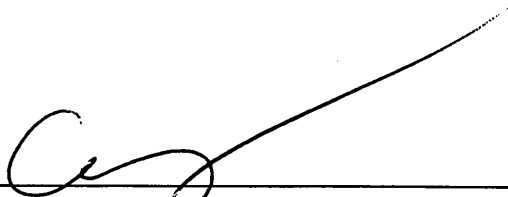
STATUTORY PROVISIONS

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

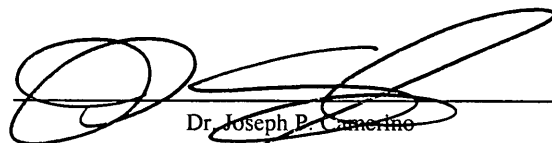
ARTICLE XIV

DURATION

The duration of this Agreement shall be July 1, 2003 through June 30, 2006.



Mr. Christopher Staats
President, Oswego County BOCES
Coordinators' Association



Dr. Joseph P. Camerino
District Superintendent
Oswego County BOCES

10/1/03

Date

10/1/03

Date

MEMORANDUM OF UNDERSTANDING

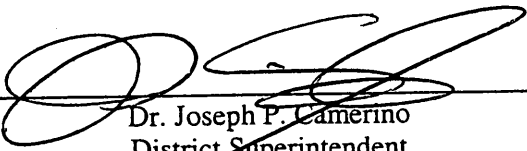
JULY 1, 2003 – JUNE 30, 2006

- I. The Oswego County BOCES and the Oswego County BOCES' Coordinators' Association hereby agree that the District Superintendent will consider salary adjustments for specifically identified members in programs funded by the general fund. These adjustments will be made on an analysis of data of like positions in the surrounding area derived from a joint committee of administrators and union membership. The adjustments will be based on information derived from a standard deviation identified from current salaries, excluding the positions to be transferred to the Administrative union (Director of Technology, Superintendent of Buildings and Grounds, and Transportation Supervisor).

Once the amount of adjustment is determined, it will be divided by the three years of the contract and 1/3 will be received in each of the three years.

- II. Members who are funded by grants will have the opportunity for a one-time adjustment based on a review of data of like positions in the surrounding area and on the determination of each program's governing board or advisory committee as to what their budget can afford. This recommendation must be submitted no later than December 1, 2003.

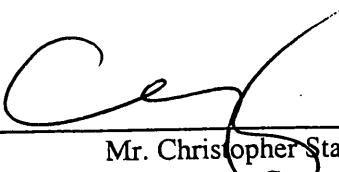
Once the amount of adjustment is determined, it will be divided by the three years of the contract and 1/3 will be received in each of the three years. This is a one-time adjustment. No other consideration will be given for the duration of this contract.



Dr. Joseph P. Camerino
District Superintendent
Oswego County BOCES

10.1.03

Date



Mr. Christopher Staats
President, Oswego County BOCES
Coordinators' Association

October 1, 2003

Date