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Title: **Nassau County BOCES and Nassau BOCES Physical and Occupational Therapists, Nassau BOCES Central Council of Teachers (NABCOT), New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO, Local 2551 (2005)**

Employer Name: **Nassau County BOCES**

Union: **Nassau BOCES Physical and Occupational Therapists, Nassau BOCES Central Council of Teachers (NABCOT), New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO**

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GEN 10667

AGREEMENT

between

**THE BOARD OF COOPERATIVE
EDUCATIONAL SERVICES
of NASSAU COUNTY**

AND

**NASSAU BOCES CENTRAL
COUNCIL OF TEACHERS,
LOCAL 2551**

**NEW YORK STATE UNITED TEACHERS
AMERICAN FEDERATION OF TEACHERS
AFL-CIO**

for

**THE UNIT OF PHYSICAL AND OCCUPATIONAL
THERAPISTS**

July 1, 2005 - June 30, 2009

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ARTICLE I - THE AGREEMENT

Section 1. Recognition and Unit

1.1 By order dated May 5, 1987, the Public Employment Relations Board certified that the NASSAU BOCES CENTRAL COUNCIL OF TEACHERS, Local 2551, NYSUT, AFT, AFL-CIO (hereinafter referred to as NABCOT), was designated as the exclusive representative for the bargaining unit hereinafter defined for the purposes of collective bargaining with the Board of Cooperative Educational Services of Nassau County (hereinafter referred to as the BOARD or BOCES).

1.2 The bargaining unit shall consist of all physical and occupational therapists who are employed for fifteen (15) or more hours per week. Excluded from the bargaining unit are all other categories of employees of the BOCES.

1.3 Recognition shall be for the maximum period permitted by law.

Section 2. Savings Clause

Should any part of this Agreement be declared unlawful or unenforceable by a final decision of the highest court of competent jurisdiction, the remainder of the agreement shall remain valid.

Section 3. Taylor Act Provision (Section 204a)

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Section 4. Duration

This Contract shall be effective on, and retroactive to July 1, 2005, and shall terminate on June 30, 2009, except as otherwise set forth herein.

Section 5. Management Rights

The District is charged by law to have in all respects, the superintendence, management, and control of the District, subject to the provisions of this Agreement. Except as expressly set forth herein, no provision of this Agreement is intended, nor shall it have the effect of abridging or violating the rights or obligations accorded to or imposed upon the BOCES by the Education Law of the State of New York or any other law or rule or regulation having the force or effect of law.

Section 6. Miscellaneous

NABCOT and the Board subscribe to the principle that differences shall be resolved by collective negotiations and the utilization of grievance procedures, without interruption of the school program. Therefore, NABCOT and its membership agree that there shall be no job actions including, but not limited to, work stoppages or other concerted refusals to perform their duties. Furthermore, NABCOT, its agents and/or representatives, shall not urge, incite, nor instigate a job action including, but not limited to, work stoppages or other concerted refusals to work by its members.

ARTICLE II - UNION STATUS AND RIGHTS

Section 1. Non-Discrimination

The BOCES and its administrative personnel shall not discriminate against any member of the negotiating unit on the basis of race, creed, color, national origin, sex, marital status, sexual orientation, membership in or participation in or association with the activities of any employee organization.

Section 2. Dues Deduction and Remittance

The Board shall deduct Union dues out of the current wages payable to each employee member of NABCOT who has so authorized, or hereafter so authorizes, the deduction. Such deduction shall be made upon the receipt of a duly executed payroll deduction authorization of the employee, prepared by NABCOT. The dues deducted will be submitted to NABCOT by the fifteenth (15th) day of the following month with a computer print-out sheet. During each school year, additions to the list of authorized membership dues deductions will be made within sixty (60) days following receipt by the Board of the listing of the additions and the employee authorizations.

Section 3. Use of Board Facilities

3.1 Union Meetings: NABCOT may use school facilities, when available, for its meetings, provided that such meetings will not be held during the instructional program and provided that reasonable advance notice is given by NABCOT.

3.2 Bulletin Boards: Space on bulletin boards allocated for the utilization of NABCOT respecting its representation of teacher employees of the BOCES may also be used for the purpose of posting notices and/or information relating to members of the instant bargaining unit.

3.3 Mail Boxes: To the extent permitted by law, NABCOT may use in-district mail boxes (if any) to communicate with its unit members.

Section 4. Union Time

4.1 Therapist Activities: No therapist who is an officer of NABCOT shall engage in NABCOT activities during the time he/she is assigned to conduct treatment or other duties during the duty day.

However, officers of NABCOT may engage in NABCOT activities during their preparation period and lunch period if not assigned to other duties.

4.2 The District Superintendent shall grant to NABCOT conference days for the purpose of permitting attendance of its delegates at the annual NYSUT Convention in accordance with the practice of the parties in effect on July 1, 1982.

Section 5. Labor-Management Committee

A Labor-Management Committee shall be established consisting of the Coordinator of Therapists, an administrator appointed by the District Superintendent, and two (2) unit members appointed by the President of NABCOT. The committee shall meet periodically to review matters of mutual concern including subject matter such as that discussed by the NABCOT - teachers' policy and philosophy committee.

ARTICLE III - PROFESSIONAL STATUS AND RIGHTS

Section 1. Therapist Evaluation Procedures

1.1 Every therapist shall receive annually, prior to the end of the school year, a copy of his/her final evaluation form. (Probationary therapists shall receive a six-month interim evaluation, as well as an annual evaluation.)

1.2 Mechanical or electronic devices shall not be used for evaluation of therapists without their permission.

1.3 If a therapist desires a conference relating to his/her evaluation report, request for such conference must be made by the therapist within five (5) school days after receipt of such report and the administrator shall schedule such conference within five (5) school days after such request.

1.4 Each therapist shall have the right, upon request, to review the contents of his/her own personal file emanating from the school district as maintained by the division head, principal, department chairperson, or supervisor. This excludes confidential papers from outside the school system. Upon reviewing the file, the therapist shall initial the contents thereof. Refusal to initial shall not require the removal of any such material in his/her file. Such initialing is for the purpose of establishing that the therapist has been informed of the material and is not to be construed as agreement or disagreement with the material. The therapist shall have the right to introduce into his/her file any response to the material. A therapist requesting the opportunity to review his/her file shall be informed of other files in the District that bear his/her name so that he/she may review them as he/she wishes. Upon two (2) days written request by the therapist, a copy of any such material shall be reproduced at cost to the therapist.

Section 2. Therapist Assignments

2.1 Therapists will be afforded the opportunity to consult with the administration concerning assignment prior to finalization thereof.

Assignments will be made by the administration taking into account the following:

2.1.1 The best interests of the students and/or the instructional program of the District;

- 2.1.2 The professional background and preparation of each therapist;
- 2.1.3 Therapist preference for assignment;
- 2.1.4 The opportunity to enhance the therapist's professional growth.

Section 3. Transfers

3.1 Voluntary Transfers

3.1.1 Any therapist may submit a written request to the Department of Human Resources with a copy to his/her building principal or supervisor for a transfer to another work location or assignment. These requests shall be filed in accordance with a deadline established annually. Such requests may be submitted even though an opening does not exist at the time thereof.

3.1.2 If an opening exists and is applied for by the therapist, and is denied, the therapist will be provided with a reason for the denial.

3.2 Involuntary Transfers

3.2.1 Unit members shall be notified in writing of involuntary transfers. Following receipt of said notice, the therapist may request a meeting with the Coordinating Therapist and/or the therapist's building principal to discuss the same.

3.2.2 The decision to transfer shall be premised upon the needs of balanced staffing in the schools, taking into account suitability of assignment and the overall good of the program.

3.2.3 Notice of involuntary transfers shall be given to NABCOT prior to the transfers.

3.2.4 The above (Sections 3.1 and 3.2) provisions shall apply equally to therapists on authorized leave of absence.

3.2.5 Involuntary transfers occurring hereunder shall not be premised upon unfair treatment or partiality, nor used as a substitute for appropriate disciplinary procedures.

Section 4. Discipline and Discharge

4.1 Administrative Conferences: At any administrative conference where a written reprimand is to be imposed, the employee and the NABCOT President shall be given twenty-four (24) hours notice thereof. The employee shall have the right to union representation at the conference.

4.2 NABCOT, pursuant to the Civil Service Law, hereby waives the applicability of Section 75 of the Civil Service Law to any and all members of its bargaining unit with respect to the imposition of the penalty of a written reprimand by BOCES.

4.3 All other procedural and substantive provisions of Section 75 and/or its regulations of the Civil Service Law, including but not limited to BOCES' right to suspend the employee, shall be applicable.

Section 5. Assistance in Assault Cases

5.1 Therapists shall be required to report all cases of assault and/or battery suffered by them to the principals or other appropriate administrators who shall be required to report all such cases of assault and/or battery suffered by therapists in connection with their employment, to the District Superintendent and the Board attorney. Copies of this report shall be sent to the therapist involved and to NABCOT if it so requests. Upon request, the attorney shall inform the therapist of his/her rights under the law. When criminal action is taken against a student because of an assault upon a therapist, the Board attorney shall notify the therapist of his/her readiness to assist the therapist as follows:

5.1.1 By obtaining from the police and from the principal relevant information concerning the offender.

5.1.2 By accompanying the therapist in court appearances, when needed; and by acting in other appropriate ways as liaison between therapist, police, and courts.

Section 6. Probationary Period

6.1 The parties agree to follow the Civil Service Law as to the length of the probationary period for therapists.

6.2 After probationary employment, an interim evaluation will be provided to each probationary employee by the administration.

6.3 Thirty (30) days notice shall be given by the administration to the employee in the event of termination during the probationary period.

6.4 A probationary therapist who is advised that his/her services are to be terminated shall be entitled, upon request, to a meeting with the District Superintendent, or his/her designee.

ARTICLE IV - WORKING CONDITIONS

Section 1. Workday and Number of Sessions

1.1 The workday for all physical therapists and occupational therapists shall be six (6) hours and fifteen (15) minutes duration including a one-half (2) hour free-lunch period and one-half (2) hour preparation period daily.

1.2 There will be no change in the current administrative practice regarding the number of daily work sessions to be assigned to the therapist.

1.3 Preparation Period: When requested to do so, the therapist recognizes his/her professional responsibility to meet with administrators, psychologists, social workers, and other ancillary staff.

1.4 Subject to the approval of the District Superintendent or his/her designee for demonstrated good cause, full-time therapists may request a change to part-time status after three (3) years of service, which request must be approved by the Nassau County Civil Service Commission.

Section 2. School Calendar

The work year for all occupational therapists or physical therapists shall be in accordance with the annual school calendar.

Section 3. Attendance

A uniform checklist of attendance for all physical therapists or occupational therapists will be provided to indicate said employees' presence or absence and reason for absence. A member of the principal's staff will verify the above for each physical therapist or occupational therapist each day. At the end of the week, the individual will certify the accuracy of the information for the week on the form, and the payroll will be determined on the basis of the employee's certification and the official record.

Section 4. Meetings

4.1 Staff: One after school staff meeting per month which shall be scheduled in advance, subject to change with reasonable notice due to extenuating circumstances.

4.2 Parent Conferences: The therapists recognize their professional responsibility to meet with parents. In special education programs, there shall be up to two (2) formal parent conferences during the school year. These may be held before, during (on non-instructional time), or after school hours. At the request of the parents, the therapist shall be available one evening during each conference period on a date selected by the Administration.

4.3 Staff Development Days: If full-time therapist unit members are participating in a staff development day during the school year, part-time therapist unit members will be allowed to participate in the day.

ARTICLE V - COMPENSATION

Section 1. Salary Plan

1.1 Salary ranges shall be as follows:

	2005/2006	2006/2007	2007/2008	2008/2009
Level I	\$50,493-\$61,939	\$52,513-\$64,417	\$54,745-\$67,155	\$57,209-\$70,177
Level II	\$55,742-\$74,057	\$57,972-\$77,019	\$60,436-\$80,292	\$63,156-\$83,905
Level III	\$60,592-\$80,117	\$63,016-\$83,322	\$65,694-\$86,863	\$68,650-\$90,772

Qualifications:

<u>Level I</u>	<u>Level II</u>	<u>Level III</u>
NYS License plus 0-4 years in BOCES.	At the commencement of the employee's fifth year in BOCES plus NDT certification (not adult) or SI certification or 9 related credits* or advanced Masters or Doctorate	At the commencement of the employee's ninth year in BOCES plus Advanced Master's Degree or NDT certification + 9 related credits* or SI certification + 9 related credits* or 18 related credits* or Doctorate.**

*Credits obtained prior to 7/1/87, or prior to BOCES date of hire following 7/1/87, may not be utilized. Number of credits required for level movement as set forth above applies only to level movements effective on or after 7/1/91.

**Any employee placed in Level II at their date of hire that commences his/her fifth year in BOCES plus 9* related credits shall move to Level III

1.1.1 Level I generally is to be used as starting range, except that, for recruitment purposes, the District Superintendent may appoint new hires to any of the three ranges.

1.1.2 Upon advancement to next level, the employee will receive an additional \$1,946 for the school year 2005-2006, \$2,024 for the school year 2006-2007, \$2,110 for the school year 2007-2008 and \$2,205 for the school year 2008-2009 or the minimum of new range, whichever is greater.

1.2 Additional Degrees/Certifications/Training

1.2.1 Upon receipt of an advanced Master's Degree or Transitional Doctorate in Physical Therapy (TDPT) or Doctorate of Science in Physical Therapy (DSc in PT) (obtained after licensing), the employee will receive an additional \$1,668 for the school year 2005-2006, \$1,735 for the school year 2006-2007, \$1,809 for the school year 2007-2008 and \$1,890 for the school year 2008-2009.

1.2.2 Upon completion of NDT certification, the employee will receive an additional \$1,135 for the school year 2005-2006, \$1,180 for the school year 2006-2007, \$1,230 for the school year 2007-2008 and \$1,285 for the school year 2008-2009.

1.2.3 Upon completion of SI certification, the employee will receive an additional \$1,135 for the school year 2005-2006, \$1,180 for the school year 2006-2007, \$1,230 for the school year 2007-2008 and \$1,285 for the school year 2008-2009.

1.2.4 Upon completion of Pediatric Specialty Certification, the employee will receive an additional \$1,135 for the school year 2005-2006, \$1,180 for the school year 2006-2007, \$1,230 for the school year 2007-2008 and \$1,285 for the school year 2008-2009.

1.2.5 Upon completion of BABY training, the employee will receive an additional \$729 for the school year 2005-2006, \$758 for the school year 2006-2007, \$790 for the school year 2007-2008 and \$826 for the school year 2008-2009.

1.2.6 Effective July 1, 2007, upon completion of Neurological Specialty certification, the employee will receive an additional \$1,230 for the 2007-2008 school year and \$1,285 for the 2008-2009 school year. Effective July 1, 2007, upon completion of Orthopedic Specialty certification, the employee will receive an additional \$1,230 for the 2007-2008 school year and \$1,285 for the 2008-2009 school year.

(See Appendix "A" for advanced degrees approvable for salary credit.)

1.3 Credits

1.3.1 Upon completion of each block of nine (9) approved credits, earned after 7/1/87 or after BOCES date of hire following 7/1/87, the employee will receive an additional \$1,322 for the school year 2005-2006, \$1,375 for the school year 2006-2007, \$1,433 for the school year 2007-2008 and \$1,497 for the school year 2008-2009. Credit block adjustments effective prior to July 1, 1997 shall require completion of twelve (12) approved credits.

1.3.2 All credits to be used for credit block adjustments, level movements or other salary purposes shall be subject to prior written approval by the Department of Human Resources. Only credits completed subsequent to 7/1/87 or after the BOCES date of hire following 7/1/87 may be utilized, except that a previously completed Advanced Master's Degree and NDT or SI training may be used for level advancement. Credits generally considered acceptable (subject to approval) shall consist of and be credited as follows:

1.3.2.1 APTA or AOTA sanctioned courses. Effective July 1, 2007, APTA or AOTA sanctioned courses shall be 12 hours = 1 credit; courses taken prior to July 1, 2007, shall be 15 hours = 1 credit.

1.3.2.2 College or university credit courses in physical or occupational therapy. Effective July 1, 2007, college or university credit courses related to either physical therapy or occupational therapy shall be 12 hours = 1 credit or other courses, as approved by the Department of Human Resources, shall be 15 hours = 1 credit; courses taken prior to July 1, 2007 shall be 15 hours = 1 credit.

1.3.2.3 College, university or hospital sponsored in-service courses in physical or occupational therapy. Effective July 1, 2007, College, university or hospital sponsored in-service courses related to physical or occupational therapy, as approved by the Department of Human Resources, shall be 12 hours = 1 credit; courses taken prior to July 1, 2007, shall be 15 hours = 1 credit.

1.3.2.4 BOCES and SETRC sponsored in-service courses in physical or occupational therapy or other directly related subjects. Effective July 1, 2007, BOCES, SETRC, Nassau TRACT and other sponsored in-service courses provided by institutions related to physical therapy, occupational therapy or other directly related subjects, as approved by the Department of Human Resources, shall be 15 hours = 1 credit. Prior to 7/1/07, only BOCES or SETRC sponsored in-service courses in physical or occupational therapy or other directly related subjects, as approved by the Department of Human Resources, shall be 15 hours = 1 credit.

1.4 Longevity:

1.4.1 Effective July 1, 2005, each therapist, upon commencement of, or who has previously achieved, the twentieth (20th) year of credited BOCES service, shall have his/her salary increased by the sum of \$628. Each therapist, upon commencement of, or who has previously achieved, the twenty-fifth (25th) year of credited BOCES service, shall have his/her salary increased by \$972.

1.4.2 Effective July 1, 2007, therapists shall no longer receive a longevity increase upon twenty-five (25) years of credited BOCES service, as set forth above. Effective July 1, 2007, each therapist, upon commencement of, or who has previously achieved, the fifteenth (15th) year of credited BOCES service, shall have his/her salary increased by the sum of \$800. Each therapist, upon commencement of, or who has previously achieved, the twentieth (20th) year of credited BOCES service, shall have his/her salary increased by the sum of \$1,200.

Section 2.

2.1 Effective July 1, 2005, unit members shall receive a salary increase of 3.75 percent.

2.2 Effective July 1, 2006, unit members shall receive a salary increase of 4.0 percent.

2.3 Effective July 1, 2007, unit members shall receive a salary increase of 4.25 percent.

2.4 Effective July 1, 2008, unit members shall receive a salary increase of 4.5 percent.

2.5 No individual shall advance in salary beyond the maximum of the range for the level in which he/she is placed, except that increases based upon longevity and differentials shall be excluded from such limitation.

2.6 Unit members shall be permitted to participate in a "Salary Reduction Plan" established pursuant to Section 125 of the Internal Revenue Code, applicable to medical and dental insurance premiums in accordance with the contract between BOCES and the NABCOT teacher unit.

2.7 BOCES shall establish annual differential assignments as listed below. Said assignments shall be for a period of one (1) year, but may be discontinued at any time, and may be renewed or reassigned in the sole discretion of BOCES. When any such assignments are available, BOCES shall post a "red border" announcement, and shall consider all interested applicants. The number of such differential assignments, the selection of unit members for such assignments, the associated job duties, and the extent to which the therapy session schedule of persons holding such assignments will be reduced shall be in the sole discretion of BOCES. Persons appointed to said differential assignments, if any, shall be paid the following annual stipends, or pro-rata portion thereof if the duration of the assignment is less than one year:

<u>Assignment Title</u>	<u>Annual Stipend</u>			
	2005/2006	2006/2007	2007/2008	2008/2009
Lead Therapist	\$4,448	\$4,626	\$4,823	\$5,040
Assistive Technology Specialist	\$2,224	\$2,313	\$2,411	\$2,519
Feeding Specialist	\$2,224	\$2,313	\$2,411	\$2,519
Orthotics/Prosthetics Specialist	\$2,224	\$2,313	\$2,411	\$2,519
Splinting Specialist	\$2,224	\$2,313	\$2,411	\$2,519
Handwriting Program Specialist	\$2,224	\$2,313	\$2,411	\$2,519

2.8 Unit members who supervise a Level II field work student shall receive an additional \$400 per semester per student up to a maximum of two (2) students per semester. (The foregoing payments shall not become part of the base wages and shall be paid only when therapists are assigned a field work student(s).) Unit members who supervise a Level I field work student shall receive \$225 per semester per student up to a maximum of two (2) students per semester.

2.9 Certification Stipend: In the event that Assistive Technology Certification is required by third party payors, BOCES and NABCOT will meet to negotiate an appropriate stipend for such certification.

Section 3.

Employees recalled from a preferred eligibility list, or returning from an approved leave of absence, shall receive a salary as though service was unbroken.

Section 4. Manner of Payment

4.1 Salary payment shall be made twice monthly, no later than the fifteenth (15th) day and the last working day of the month.

4.2 For those electing payments over twelve (12) months, June, July, and August payments shall be made on the last school day in one check with appropriate deductions for June, July, and August withholding taxes, etc.

Section 5. Car Allowance

Unit employees who by present practice receive a car allowance shall be paid at the rate established by the NABCOT Teachers' Contract with only mileage incurred between school assignments measured.

Section 6. Payroll Deductions

BOCES shall offer the employee the opportunity to participate in a U.S. Savings Bond and Nassau Educators Federal Credit Union payroll deduction plan, and the New York State United Teachers Benefit Trust Payroll Deduction Plan. The employee will sign a deduction form specifying amount and manner of deduction.

Section 7. Direct Deposit Payroll Plan

BOCES will provide all unit employees the opportunity to participate in its Direct Deposit Payroll Plan.

Section 8. Stabilization Clause

If any part of this Agreement cannot be approved by OEP, the Wage Board, or by limitations of law, rules, or regulations, the parties shall seek approval of that part in any manner for which approval may be granted.

ARTICLE VI - EMPLOYEE BENEFITS

Section 1. Sick Leave and Personal Leave

A full-time physical therapist or occupational therapist whose contract of employment with the Board specified an employment period of less than twelve (12) months duration in any fiscal year and who is in the employ of the Board at the commencement of the school year, shall be credited with fifteen (15) days sick leave, with pay, as of the first day of the school year, cumulative to two hundred fifty (250) days. A

physical therapist or occupational therapist who enters the employment of the Board after the commencement of the school year shall be credited with sick leave, with pay, on a pro-rata basis. Sick leave for part-time physical therapists or occupational therapists shall be earned pro-rata based on full-time rate of 1.5 days per each month of employment during the current school year. Full-time ten-month (10 month) employees shall receive two (2) days of personal leave per year. Personal leave will be pro-rated for part-time therapists based upon the proportion of time worked in relation to full-time employment. At the conclusion of each school year, unit members will be permitted to convert any unused personal days to sick leave, provided that the contractual limitation on sick leave accumulation is not exceeded. Such conversions will be permitted for whole days only—no fractions.

Section 2. Bereavement Leave

Leave shall be one (1) day, except in case of immediate family (spouse, children, brother or sister, spouse's brother or sister, parents, substitute parents, grandparents, parents-in-law, spouse of physical therapist's or occupational therapist's child and domestic partner, as defined and limited in the health insurance program provided by the New York State Government Employees Health Benefit Program in effect on the date of execution of this Agreement) when it shall be five (5) days not deductible from any other leave allowance.

Section 3. Insurance

3.1 Health Insurance: The New York State Government Employees' Comprehensive Health Plan now in effect for employees, their families and domestic partners (as defined and limited in the health insurance program provided by the New York State Government Employees Health Benefits Program in effect on the date of execution of this Agreement) shall continue. Unit members will contribute ten (10) percent of the annual premium cost applicable to the type of coverage selected (family coverage or individual coverage). For employees who elect coverage other than the New York State Government Employees' Health Insurance Program, the Board's contribution shall not exceed the Board's share of the premium cost of coverage in the New York State Plan.

Effective May 1, 2007, unit members will contribute fifteen (15) percent of the annual premium cost applicable to the type of coverage selected (family coverage or individual coverage); effective July 1, 2007, unit members will contribute seventeen (17) percent of the annual premium cost applicable to the type of coverage selected (family coverage or individual coverage); and effective July 1, 2008, unit members will contribute twenty (20) percent of the annual premium cost applicable to the type of coverage selected (family coverage or individual coverage).

3.1.1 In the event that the NABCOI Teacher's Contract provides for contract language permitting a change in carriers, the same shall be deemed on the date of agreement thereto to supersede the provisions of 3.1 above.

3.1.2 The Board will pay full group health insurance for excessed therapists up to three (3) months or until they become employed during such time.

3.1.3 Unit members who, upon presentation of evidence of dual coverage and execution of an appropriate waiver agreement, voluntarily waive health insurance coverage for an entire fiscal year shall, at the end of said year, receive a bonus payment of fifteen hundred dollars (\$1,500) for waiver of family coverage and seven hundred fifty dollars (\$750) for waiver of individual coverage. Eligibility for said bonus shall be limited to persons in the unit as of July 1, 1996, i.e., persons hired after July 1, 1996 shall not be eligible for said bonus. In addition, in each instance, the bonus amount shall be based on the premium cost of the coverage held by the unit member at the time of execution of this Agreement, except that unit members who changed from individual coverage to family coverage during the twelve (12) month period immediately preceding execution of this Agreement shall only be eligible for a bonus amount based on the annual premium cost of individual coverage.

Unit members provided family health coverage who execute an appropriate waiver agreement and who voluntarily change to individual coverage for an entire fiscal year shall at the conclusion of said fiscal year receive a bonus equal to fifty (50%) percent of the difference between the cost to BOCES of family coverage and the cost to BOCES of individual coverage. Unit members hired after July 1, 2002, or who changed from individual coverage to family coverage on or after July 1, 2002, shall not be eligible for said bonus. Bonuses paid pursuant to this Section 3.13 shall not become part of the unit members' annual base salaries.

3.2 Dental Insurance: Dental insurance shall continue as heretofore provided for the term of this Agreement. Effective July 1, 2005, BOCES shall annually contribute the sum of \$375 per therapist to the annual premium cost of the group dental plan. Effective July 1, 2007, BOCES shall contribute the sum of \$450 per therapist to the annual premium cost of the group dental plan. Effective July 1, 2008, BOCES shall contribute the sum of \$475 per therapist to the annual premium cost of the group dental plan.

BOCES shall elect domestic partner coverage, provided that such coverage is permitted under the Plan and there is no increased cost to the Agency arising from said election.

3.3 Life Insurance: Life insurance shall be provided for those electing to enroll in the amount of twenty thousand dollars (\$20,000) at no cost to the employee.

Section 4. Leaves of Absence

Physical therapists or occupational therapists may be permitted a leave of absence without pay for good cause upon written approval of the District Superintendent, not to exceed one year, subject to Board approval.

Unit members shall also be permitted an unpaid child care leave of absence without pay or increment, not to exceed two (2) years, for good cause upon written application to the District Superintendent made forty-five (45) days prior to the start of the leave. All such leaves shall conclude on or about September 1st or February 1st, except at the discretion of the District Superintendent or his/her designee. (Those unit members who requested an initial leave of less than two [2] years may forty-five [45] days prior to the end of the initial leave make written application for an extension of their leave for part or all of the leave period not originally requested. All such leaves shall conclude on or about September 1st or February 1st.)

Section 5. Tax Sheltered Annuities

5.1 The Board will provide unit members with the opportunity to participate in tax-sheltered annuity plans, such plans to conform to procedures approved by the Board.

5.2 Each participating employee may elect participation in or withdrawal from plans twice per year.

5.3 The Board shall not be required to provide more than ten (10) plans, unless existing plans are canceled due to nonparticipation, and the number of available plans falls below ten (10). In such event, an additional tax-sheltered annuity plan may be added.

Section 6. Damage to Personal Property

6.1 If a therapist sustains damage or loss to any article of clothing, or other personal property on the person of the therapist, as the result of an accident or of an assault and/or battery by a student, while the therapist is discharging his/her duties in the scope of his/her employment, such damage or loss shall be reimbursed by BOCES as follows:

6.1.1 The accident or assault and/or battery must be reported within five (5) school days of the occurrence to the principal or appropriate administrator, specifying the pertinent facts thereof, together with a statement of the article or clothing destroyed or damaged, and a description of the damage.

6.1.2 In no event, shall BOCES be liable for any damage or loss in excess of \$500.

Section 7. On-the-Job Injuries

7.1 When a therapist is absent from employment and unable to perform his/her duties as a result of personal injuries occurring in the course of his/her employment, for which injury he/she is eligible to receive worker's compensation payments, as certified by the Worker's Compensation Board, said therapist shall for any period for which compensation payments are made, excluding the statutory waiting period, be paid full salary for five (5) working months so long as such therapist endorses over to the BCOCES all payments in lieu of salary made on the case by the workers' compensation insurance carrier.

7.2 The foregoing benefit shall be paid for each separate and distinct injury suffered by the employee.

Section 8. In-Service Programs

Programs may be proposed for consideration by the District Superintendent or his/her designee.

Section 9. Section 41-J

Section 41-J of the Retirement and Social Security Law shall be provided to eligible unit members.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1. Definition

The term grievance shall mean any claimed violation of this contract, administrative regulation or Board policy affecting working conditions.

Section 2. Procedure to be Followed

All grievances shall be processed in the following manner:

2.1 First Step

2.1.1 An employee who claims to have a grievance shall present the grievance to his/her supervisor, principal or program coordinator, as the case may be, or to his/her designee within twenty (20) days after the grievance occurs, specifying the grievance and requesting a conference to discuss the grievance. Said conference shall occur within five (5) school days of the date of the filing of the grievance.

2.1.2 The supervisor shall discuss the grievance with the employee and make such investigation as he/she deems appropriate.

2.1.3 Within ten (10) days after presentation of the grievance to the supervisor, said supervisor shall make his/her decision and communicate same, in writing, to the employee presenting the grievance and to the Department of Human Resources.

2.2 Second Step

2.2.1 If the grievance is not resolved by the supervisor on the basis of the first step, the Executive Director of Human Resources as assisted by the Department Executive or his/her designee shall receive all records and reports relative to the grievance.

2.2.2 The employee may request of the Executive Director of Human Resources a review of the determination made by the supervisor in the first step in this procedure. Said requests for review by the Executive Director of Human Resources shall be submitted in writing, within seven (7) days after the receipt of the said determination in the first step of this procedure. A conference shall be scheduled within five (5) school days thereafter. The Executive Director of Human Resources or his/her designee will review the decision in the first step of this procedure and make a determination within twenty (20) days of the receipt of the request for a review following the aforesaid conference.

2.3 Third Step

The employee may request in writing a conference with the District Superintendent or his/her designee to review the determination made in the first and second steps of this procedure. Said request must be submitted to the District Superintendent within seven (7) days after receipt of the determination made in the second step of this procedure. The office of the District Superintendent shall set a date for said conference within seven (7) days of the receipt of the request and shall notify the appropriate individuals. The conference shall take place within fourteen (14) days of the receipt of this request. The District Superintendent or his/her designee shall submit to the employee and/or his/her representative a decision upon such review within twenty (20) days after the conclusion of said conference.

2.4 The decision of the District Superintendent, or his/her designee may be appealed pursuant to law.

2.5 Nothing herein contained shall prohibit resort to remedies at law.

Section 3. Miscellaneous

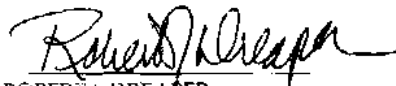
3.1 No reprisal of any kind will be taken by the Board or any member of the administration against any employee, or NABCOT in its representational capacity or any other parties in interest in the grievance procedure by reason or participation therein.

3.2 When a unit member, by his/her choice, is not represented in the grievance procedure by NABCOT, NABCOT shall have the right to be present, and to state its views at all stages of the grievance procedure.

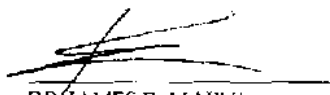
3.3 There shall be no limitations on the right of any grievant to discuss the matter informally with an appropriate Board representative, provided, however, that no settlement of an informal nature shall be made with a grievant which is inconsistent with the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 17th day of April, 2008, at Garden City, New York.

Nassau BOCLS Central Council of
Teachers for the Unit of Occupational &
Physical Therapists

By: 
ROBERT J. DREAPER
President, NABCOT

Board of Cooperative Educational
Services of Nassau County

By: 
DR. JAMES D. MATIS
District Superintendent

APPENDIX "A"

ADVANCED DEGREES APPROVABLE FOR SALARY CREDIT

1. Advanced Master's in Occupational Therapy
2. Advanced Master's in Physical Therapy
3. Ph.D. or Ed.D. in Occupational Therapy
4. Ph.D. or Ed.D. in Physical Therapy
5. Master's in Psychology (Occupational Therapists only)
6. Ph.D. or Ed.D. in Psychology (Occupational Therapists only)
7. Master's in Anatomy
8. Ph.D. in Anatomy
9. Master's in Physiology
 Applied Human Physiology
 Exercise Physiology
10. Ph.D. in Physiology
 Applied Human Physiology
 Exercise Physiology
11. Master's in Special Education
12. Ph.D. or Ed.D. in Special Education
13. Master's or Ph.D. in Developmental Disabilities
14. Master's, Ph.D. or Ed.D. in Neurology
15. Master's, Ph.D. or Ed.D. in Neuroanatomy and Physiology
16. Transitional Doctorate in Physical Therapy
17. Doctorate of Science in Physical Therapy

