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AGREEMENT
between

THE DISTRICT SUPERINTENDENT

BOARD OF COOPERATIVE EDUCATIONAL SERVICES

**Sole Supervisory District
Broome-Tioga Counties**

and the

ASSOCIATION OF UNITED PARAPROFESSIONALS

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2008-2011

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ARTICLE 1 RECOGNITION

Section 1 - Recognition

The Board of Cooperative Educational Services, Sole Supervisory District recognizes the Association of United Paraprofessionals, hereinafter referred to as the Association, as the sole and exclusive negotiating representative for all employees in the defined bargaining unit as described in Article 2 of this Agreement. The BOCES will not negotiate or meet with any other employee organization in the determination of rates, wages, salaries, hours of work, fringe benefits or any other terms and conditions of employment for the administration of grievances and disputes arising thereunder. The BOCES and the Association agree, pursuant to Section 208 of the Civil Service Law, that the Association shall have unchallenged representation status.

Section 2 - No Strike

The Association affirms that it does not assert the right to strike against the Board of Cooperative Educational Services, Sole Supervisory District and it shall not cause, instigate, encourage or condone a strike.

Section 3 - Board Agendas and Minutes

A copy of all Board Meeting Agendas, Addendum (of a non-confidential nature) and meeting minutes shall be sent to the President of the Bargaining Unit as soon as they become available.

ARTICLE 2 COLLECTIVE BARGAINING UNIT

For the purpose of this Agreement, the term "Employee(s)" shall mean classroom paraprofessional personnel (Aides, Bus Drivers, Monitors, Food Service Helper, EMT, Material Specialist), employed 20 hours or more per week, at least 10 months but less than 12 months per year. Excluded are those employees currently represented by another bargaining unit, as well as administrative, managerial, and confidential personnel.

ARTICLE 3 DUES AND DEDUCTION CHECKOFF

Section 1 - Membership Authorization

The BOCES will deduct membership dues from wages upon written authorization from each employee and remit the same to the employee organization. The Association will have exclusive payroll dues deduction privileges throughout the un-challenged representation period.

Section 2 - Membership List

Upon request of the Association President, the BOCES agrees to provide the names and current salaries. The Association shall allow at least ten (10) working days for a response.

Section 3 - Annual Dues

The total amount of annual dues for the Association shall be deducted in no more than twenty (20) equal installments beginning on the first (1) scheduled pay period in each September and shall

continue until termination by an employee. In the event a bargaining unit member commences employment after the first (1) pay period, his/her dues shall be deducted in equal payments not to exceed twenty (20). Bargaining unit members employed for the full year shall be responsible for a full year's dues.

The total amount of accumulated dues deducted shall be transmitted to the Association immediately following each pay period. Each payment shall include a list of employees' names and the amount deducted for the Association. Additions or deletions from said list will be noted in each payment as they occur.

The Association shall give the Superintendent at least thirty (30) days written notice prior to the effective date of a change in the amount of annual dues and the dues deduction installment rate shall be changed on the first (1) pay period following said effective date.

Section 4 - Withdrawal Authorization

The Business Office shall notify the Association within ten (10) days should it receive a withdrawal of authorization from a bargaining unit member.

ARTICLE 4 PAYROLL DEDUCTIONS

The Board shall authorize deductions from payments to any of the banks or credit unions to which BOCES subscribes and to any new banks or credit unions that do not charge a direct deposit fee.

ARTICLE 5 SAVING CLAUSE

If any article or part thereof of this Agreement or any addition thereto should be decided as in violation of any federal, state or local law, or its adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of agreement or any addition thereto shall not be affected.

If such a determination or decision is made, the parties shall convene immediately for purposes of negotiating a satisfactory replacement.

ARTICLE 6 LEGISLATIVE ACTION

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 THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 7 JOINT COMMITTEES

Section 1 - Liaison

The parties, in order to encourage the greatest degree of cooperation among their respective representatives and among the employees through a full understanding of the respective rights and responsibilities of the Superintendent and the Association, agree that the Superintendent and the Association will each designate representatives who shall confer, at the request of either party, at

mutually convenient times during the term of this Agreement. These conferences shall be held to discuss the administration of this Agreement. These conferences shall not involve any collective bargaining negotiations, nor shall the representatives of the parties modify this Agreement or detract from any of its provisions.

ARTICLE 8 ASSOCIATION RIGHTS

Section 1 - Facilities Usage

The Association shall have the right to use the BOCES bulletin boards, mail services, and upon prior request, meeting rooms on a space-available, no-cost basis. It is understood that these facilities are not to be used for local, state or federal political activities or purposes.

Section 2 - Agreement Copies

Copies of this Agreement will be provided for the bargaining unit members by the Association.

Section 3 - Job Description

Job description and salary ranges shall be furnished to all employees of the bargaining unit. Whenever the BOCES creates a new position for which there is no listed title, the Association will be notified within five (5) working days of the posting of said position and negotiations will commence to establish a salary for that position.

Section 4 - Association Business

The Association shall be granted a maximum of five (5) paid days per year paid of authorized absence by notification of the District Superintendent or their designee, to attend to Association business. Employees using these days shall be selected by the Association President.

Section 5 - Notification of Discipline

The Association will be notified when there is to be a meeting, which involves the disciplining of any employee. Discipline is defined as when a formal reprimand for placement in the personnel file is expected.

Section 6 - Parental Meetings

At no time will any bargaining unit member meet, one on one, with any parent to discuss student performance issues.

ARTICLE 9 MANAGEMENT RIGHTS

Subject only to any limitations stated in this Agreement, the Association recognizes that the BOCES retains the exclusive right to manage its educational operation/facilities. This right includes the right to discipline, suspend or discharge bargaining unit members; to determine the assignment and job category for all bargaining unit members; to determine the qualifications of bargaining unit members; to observe and evaluate an bargaining unit members job performance and to apply disciplinary action to ensure a full day's work for a fair day's wage; and to require bargaining unit members to observe reasonable BOCES rules and regulations presently in effect and/or to be put into effect, provided they are not in violation with the provisions of this Agreement.

The matters referred to in this provision are subject to the grievance and arbitration procedure, provided there is an alleged direct violation of an express provision of the specific language in the Agreement regarding the matter grieved.

ARTICLE 10 CLASSIFICATION OF PERSONNEL BY WORK SCHEDULE

Section 1 - Work Hours

The work schedule for employees covered by this agreement shall be 183 days worked in which teachers are in attendance, 5-hour minimum workday exclusive of lunch time, Monday through Friday. Hours will be determined by the administrative supervisor.

Section 2 - Lunch

All employees will be entitled to one-half (½) hour for lunch each workday.

Section 3 - Extension of Work Hours

Any unit member who is called to work by his/her administrative supervisor for a period of time which does not extend into or beyond their scheduled work time shall receive a minimum of three hours' pay.

Section 4 - Work on a Holiday

When it is necessary for an employee to work on a holiday, he/she will be paid for said holiday in addition to his/her regular salary.

Section 5 - Program Hours

After conferring with the Association, the BOCES will make the final decisions regarding program hours.

Any hours in excess of the regular programs hours are considered "Extra Time". If the staff member is assigned to the same program in the succeeding school year, it is anticipated that the program hours would be the same. The BOCES agrees to confer with the Association whenever there is a change in scheduled program hours. BOCES will make the final decision regarding program hour changes.

Section 6 – School Cancellation Days

Effective 7/1/2005, Bargaining Unit Members will not be required to report to work on days when the Superintendent closes Broome-Tioga BOCES and its satellites for students due to inclement weather or other emergencies. Bargaining Unit Members will not be required to make up these days. Only Bargaining Unit Members eligible for an annualized salary shall be compensated at the employees current rate.

Bargaining Unit Members working in component schools will follow the component schools emergency closing schedule.

ARTICLE 11 SALARIES

Section 1 - Increases

Returning bargaining unit members shall have their salaries increased as follows:

2008-09: 3.8% + \$75.00
2009-10: 3.8% + \$75.00
2010-11: 3.8% + \$75.00

Section 2 - Right to Hire

The BOCES retains the right to hire employees within the prescribed salary range based upon the individual's personal qualifications, prior experience and technical/vocational background.

Section 3 - Additional Compensation

Any teacher aides who are required by administration to perform signing services will be additionally compensated at the rate of 10% over base hourly rate for hours such services are performed.

Bargaining unit members that are certified instructors in the current BOCES Crisis Intervention Program shall be compensated by the BOCES at the rate of \$22.00 dollars per hour for preparation and instruction.

Teacher Sub

Each time a bargaining unit member is called upon by his/her administrative supervisor to assume responsibility as a teacher sub for 2 instructional hours or more, he/she shall be paid at ½ of applicable substitute rate in addition to regular day's pay.

The BOCES will attempt to seek a substitute teacher aide for the teacher aide who accepts such substitute teaching assignment.

Section 4 - Schedule of Benefits

Notwithstanding other provisions of this agreement all bargaining unit members will receive the following schedule of benefits:

1. 1st school year with BOCES
 - a. Three (3) days for sick leave, two of which may be applied for personal leave.
 - b. Effective 7/1/2005, Participation in health and dental plan at 95/85 rate for individual and family coverage, after a waiting period of five calendar months, September through June.
2. 2nd school year with BOCES
 - a. Four (4) days for sick leave
 - b. Three personal leave days
 - c. All paid holidays (As defined under Article 11, Section 5, C)

3. 3rd & 4th school years with BOCES
 - a. Seven (7) days for sick leave
 - b. Three personal leave days
 - c. All paid holidays
4. 5th school year and after with BOCES
 - a. Eleven (11) days for sick leave
 - b. Three days for personal leave
 - c. All paid holidays
 - d. Sick leave may be accumulated up to one hundred (125) days

Section 5 - Annualization of Salaries

1. Bargaining unit members will be paid in accordance with the Payroll Timesheet Schedule established each year by the BOCES.
2. During the first school year of employment, each new bargaining unit member shall be paid at the agreed upon rate for each hour worked.
3. Any unit member in their second school year of employment will have their annual salary computed by multiplying the hourly rate of pay by six (6) hours per day and then multiplying the result by 193 (183 work days + 10 paid holidays). The resultant annual salary will be divided so that an equal amount will be paid in each of twenty-one (21) paychecks.
4. A designated seven (7) hour position shall be a District option. The creation of said designated seven (7) hour position shall be solely at the discretion of the Assistant Superintendent of Instruction, based on the needs of the District.
5. In computing the annual salary (in c. above) the number of regularly scheduled daily hours shall be:
 - Six (6) hour minimum workday
 - Seven (7) hour – designated workday
6. Work completed over and above the hours indicated in 4 & 5 above shall be recorded and paid in the normal bi-weekly check.

ARTICLE 12 HOLIDAYS

Section 1 - Holidays

The following holidays shall be observed as days off with pay (except for bargaining unit members in their first school year of employment and those bargaining unit members as defined under Article 11, Section 5, c.) provided school is not in session:

Veterans' Day
Columbus Day

Martin Luther King – Jr's Birthday
Presidents Day

Thanksgiving Day
Friday immediately following
Thanksgiving Day
Christmas Eve Day
Christmas Day

Good Friday
Memorial Day

ARTICLE 13 ABSENCES AND LEAVES

Section 1 - Leave Usage

All leaves will be available at the beginning of the fiscal year or at the beginning of employment with the anticipation that employee works the full fiscal year. If an employee leaves the BOCES organization midyear, a proration of leaves effective the last day worked will be calculated. In the event that an overusage of the prorated amount of leave exists, the appropriate amount will be deducted from the employee's final paycheck to compensate for the overusage.

All employees must give a two (2) week notice (10 working days) prior to termination/resignation.

All leaves will be calculated in 1/4, 1/2, 3/4 or full days only.

Section 2 - Sick Leave

1. Sick leave shall be earned at the rate of 1 day per month in accordance with the limitations found in the schedule below and shall be considered earned on the first day in each calendar month.
2. Year of Employment

1st	- 3 days sick (2 may be used for personal leave - Article 11, section 4)
2nd	- 4 days sick
3rd& 4th	- 7 days sick
5 or more	- 11 days sick
3. The maximum amount that can be accumulated by an employee is 125 days. Any forfeited days shall be added to the sick bank at the end of the fiscal year.
4. All employees are required to call his/her administrative supervisor in the event that they are going to be absent due to sick leave. Failure to report sick leave in advance of absence will result in a loss of said leave.
5. A physician's statement evidencing the illness of the employee may be required by the Superintendent if absence due to illness extends to three (3) or more consecutive days. The express purpose of this provision is to permit employees who are ill an excused paid absence from work. The BOCES reserves the right to discipline and/or deny leave to any employee who abuses the purposes of this article.
6. Up to ten (10) days of the employee's accumulated sick leave may be applied for family illness. Family defined as spouse, child, parent or member of the same household.

Section 3 - Sick Leave Bank

1. In order to participate in the sick leave bank, all unit members will be required to contribute one (1) sick day. Each returning unit member shall have one day deducted from their sick leave accumulation each July unless the conditions noted below exist. If the unit member has no

accumulation at the end of July, then a day shall be deducted from their sick leave allotment the following September. As a result, the member will not have an earned day until October.

2. Effective September 1, 2008 only, employees who had not previously been members of the sick bank, shall donate one day. All other previous members will not be required to donate in September 2008 only unless the bank falls below the required accumulated days.
3. The total number of accumulated days in the bank shall be a minimum of six hundred (600).
4. If the bank is at the required accumulated days, contributions to the bank will be suspended until the Bank's total number of days drops below six hundred (600).
5. Should the bank's total number of days drop below six hundred (600) Human Resources will notify the Association President, who will in turn notify members they must resume contributions to the bank.
6. Each contributor may use the bank when each of the following conditions are met:
 - a. Absence of a bargaining unit member has resulted from a catastrophic condition.
 - b. Unit member's sick leave and personal leave is exhausted.
 - c. Sick Leave Bank Committee has approved the use of days from the bank.
 - d. Acceptable medical evidence will be required. This evidence is reviewed by the entire committee and is used in making a decision for approval of sick bank days. This information will remain with the committee members of the bank and not distributed. Any and all rights as per HIPPA will be adhered to.
 - e. Applicant must have at least the following amount of days, at the inception of the illness, in order to withdraw from the bank.

Member Accumulation 0-5 sick days	Maximum Withdrawal	5 days
Member Accumulation 6-10 sick days	Maximum Withdrawal	10 days
Member Accumulation 11-15 sick days	Maximum Withdrawal	15 days
Member Accumulation 16-20 sick days	Maximum Withdrawal	20 days
Member Accumulation 21 or over sick days	Maximum Withdrawal	25 days
7. The Sick Leave Bank Committee shall be composed of four members, two selected by the Association President and two selected by the BOCES Superintendent. The committee shall review and consider requests for use of the bank. The decision of the committee shall be final and not subject to grievance. Decisions for approval made by the committee are to be unanimous.
8. Each member may receive a maximum of 25 days annually (July 1 – June 30) from the sick bank.

Section 4 - Sick leave buyout at retirement

Bargaining unit members with ten (10) or more years of service who retire to accept a pension from the NYS Employees' Retirement System or, if not a member, would meet eligibility requirements for retirement through Employees' Retirement System will be given credit for unused sick days, not to exceed one hundred (100) days total at the following rate:

Effective July 1, 2008 50% of daily earnings or \$35.00, whichever is greater.

Said credit may be used by the retiring member as follows:

1. Taken as a Lump sum, to be paid by the BOCES within ninety (90) days of retirement.

In the event of death after retirement, the District shall remit to the estate of the retiree any unused balance remaining with the BOCES.

Section 5 - Personal Leave

All bargaining unit members covered by this unit (except for employees in their first year of employment) shall receive three (3) personal days annually, not cumulative. No reason required.

Whenever possible, personal leave shall be requested three (3) days in advance. Personal leave shall be available upon prior notice to his/her administrative Supervisor.

Unused personal leave shall be added to sick leave accumulation at the beginning of the next fiscal year.

Personal leave is not intended as an extension of a vacation/holiday period or for personal profit, recreation or conveniences. Employees should attempt to make medical and dental appointments after the workday or as close to the end of the workday as possible in order to minimize time lost.

Section 6 - Parental Leave

After one year of service, up to twelve (12) weeks unpaid leave directly after the birth or adoption of a child will be granted for either parent. Employee shall provide one (1) month's notice prior to the end of the leave of his/her intent to return to or resign from the position.

It is understood that, if at any time prior to or after an employee's parental leave, the employee is unable to perform job duties with the BOCES due to disability resulting from the pregnancy/childbirth, the employee may utilize sick leave pursuant to Article 13, Section 2.

The BOCES shall advise any bargaining unit member requesting said sick leave that she may use accumulated sick leave prior to taking an unpaid leave. Employees wishing to use extended sick leave must submit a physician's statement of disability.

BOCES will make its normal contribution towards health insurance for up to 8 weeks directly succeeding the birth or adoption of a child, for either parent regardless of whether the employee is on sick leave or unpaid leave.

Section 7 - Leaves of Absence

Upon request of a member of this bargaining unit, the BOCES may, at its discretion, grant a leave of absence without pay for up to one (1) year at a time. Employees shall be responsible for payment of the full health insurance premiums during the unpaid leave.

Section 8 - Emergency Leave

All personnel covered by this unit (except for employees in their first year of employment) shall receive four (4) emergency leave days per any one occurrence. Absence for these reasons shall not exceed eight (8) days in a school year and are not cumulative.

Employees are responsible to inform his/her administrative supervisor of the need to invoke this emergency leave clause. Failure to inform an employee's administrative supervisor will result in a loss of the leave.

Emergency leave shall be available, subject to approval of the Superintendent, for death or critical illness in the immediate family. The term, "immediate family" shall mean parents, spouse, child,

brother, sister, grandparent, grandchild, mother-in-law, father-in-law or person living in the same household.

In the event that an employee has no emergency days left, the Superintendent of BOCES, upon written request from the employee, may grant permission to use accumulated sick leave time for death or illness in the immediate family.

Section 9 - Jury Duty

All employees covered by this Agreement shall be granted a leave of absence for any scheduled workday on which they are required to report for jury duty or to answer a subpoena not involving the employee as a party in the preceding. Paid leave time shall only be given when the leave directly pertains to the employment with BOCES. Employees shall be paid their regular pay less any compensation they receive for jury duty except for travel or expense reimbursement pay. If the employee is released from jury duty three (3) or more hours prior to the end of their regular workday, the employee shall return to work for the balance of the day.

Section 10 - Attendance Incentive

A maximum of \$4,000 will be made available for distribution to unit members who have perfect attendance. Jury Duty and Association business will not count as absence, but any other type of absence will be counted. Attendance incentive checks will be provided by the BOCES once each year based on two (2) half-year periods; the first twenty weeks and the second twenty weeks. If sufficient money is available in this fund, \$100 will be awarded for Perfect Attendance in each twenty week period.

Section 11 - On the Job Injuries

1. Unit members injured on the job may be eligible for Worker's Compensation. When a bargaining unit member is injured on the job it will be his/her responsibility to make a complete report, as soon as practicable, to his/her administrative supervisor and submit an accident report to the Worker's Compensation representative within 24 hours, or as soon as practicable, of the injury.
2. Unit members absent due to job-related injury or assault will use accumulated sick leave days throughout such absence. When settlement is made, the BOCES will be reimbursed by the unit member or the Worker's Compensation insurance carrier at which time sick leave used will be restored by the BOCES using a pro-rated per day calculation.
3. Unit members that (1.) Have no accumulated sick days, or (2) exhaust their sick leave accumulation prior to full recovery will be entitled to payment as per the terms of the current Worker's Compensation agreement, subject to amendments in the law.

ARTICLE 14 HEALTH, DENTAL INSURANCE AND REIMBURSEMENT

Section 1 - Health Insurance

During the term of this Agreement, the BOCES will participate in paying the premium for health insurance to the extent of 95 percent for individual coverage and 85 percent for dependent (family to replace dependent 7/1/07) coverage under the Blue Cross/Blue Shield Region-wide Plan, Option No. 2

Effective 07/01/2007 BOCES will pay 95% of individual coverage and 85% of "Family" coverage.

Said plan shall continue the old Statewide guarantee for disabled employees (up to two (2) years coverage), retired employees at a 50/35 percent participation rate (exclusive of those retirees who accept employment wherein they have equal or better health care coverage). Any retiree who is currently eligible for a 50/35 Board participation in his health insurance premium and who elects the two-person plan, the Board contribution will be 65% of the individual component of the premium and 35% of the dependent component of the premium. In the event of the retiree predeceasing a dependent spouse, the spouse will enjoy a 65% contribution to an individual health plan, provided that the surviving spouse does not remarry or become eligible for a health plan that provides equal or better benefits (Medicare excluded). Eligible retirees who opt for a Family Plan will continue to receive a 50/35 contribution from the BOCES. In this case, upon the retiree's death, the BOCES would contribute up to 65% of the cost of the surviving spouse's individual plan only, with the same limitations, as above, regarding remarriage and other coverage eligibility.

Employee's who receive Worker's Compensation shall continue to pay health insurance premiums at the same premium contribution rate as they had previous to their Worker's Compensation claim, when said injury occurs while on duty for BOCES.

Section 2 - Dental Insurance

The BOCES will participate in paying the premium for dental insurance to the extent of 95 percent of individual coverage and 85 percent of dependent coverage under Blue Shield Basic and Supplemental Insurance Schedule B. Schedule B to include riders for Prosthetics, Orthodontics, and Periodontics (except as noted in Article 11, Section 4).

Effective 07/01/2007 BOCES will pay 95% of individual coverage and 85% of "Family" dental coverage.

Section 3 - Reimbursement

BOCES will reimburse employees for the loss or damage to eyeglasses, hearing aids and prosthetic-type devices damaged as a result of the performance of their duties.

Section 4 - Prescription Co-Pay

The prescription co-pay shall be \$0.00 for generic or mail order drugs and \$4.00 for brand name drugs.

Effective 7/01/2006 prescription co-pay shall be \$0.00 for mail order or \$0.00 for Tier 1 generic drugs, \$10.00 for Tier II drugs, \$25.00 for Tier III drugs, with Board contribution of 95% Individual, 85 % Family.

Effective 7/01/2006 Major medical deductions shall be \$100.00 for individual health insurance and \$300.00 for Family health insurance.

Section 5 - IRS §125 Flexible Spending and Premium Conversion

A flexible spending program will be provided to bargaining unit members who have been employed for at least one year. The minimum participation per employee is \$200 annually.

Employee contributions to health and dental premiums will be deducted in accordance with IRS §125 "premium conversion", unless the employee declines, in writing, to participate in the §125 premium conversion plan.

Section 6 - Employee Assistance Program

The BOCES will provide an Employee Assistance program.

ARTICLE 15 RETIREMENT

1. The BOCES will continue to participate in the New York State Retirement Plan 75I.
2. Unit members who retire with ten (10) or more years of service to Broome-Tioga BOCES and are otherwise eligible for health insurance benefits, will continue to receive health benefits in retirement as per Article 14.

ARTICLE 16 SENIORITY

Section 1 - Continuous Employment

Seniority for present employees will be determined from the original date of continuous full time employment with the BOCES. Continuous employment can be interrupted by the following events.

1. Resignation of the employee;
2. Discharge by the employer;
3. Employee exceeding period of authorized leave of absence; and
4. Employee failing to return to work within one (1) pay period or after written notice of recall following layoff.

Section 2 - Layoff or Recall

In cases of layoff or recall, increase or decrease in work force, Civil Service Laws and Rules will be the determining factor. In all cases of promotion, demotion or transfer, seniority will be considered.

In the case of assignment of extra hours, seniority will be considered.

In reduction of work force, the BOCES shall give employees so affected, based on seniority within classification, fifteen (15) days notice of such layoff. The Association President will receive a copy of said notice.

Should management deem the need for a reduction in workforce as a result of changes in student population it shall be accomplished by layoff in inverse order of original appointment of the unit members within the same civil service job title. (ie: A Teacher Aide is a Teacher Aide)

Section 3 - Recall List

Any unit member that has been laid off from their own classification and is either working in another formerly held position or is off the active payroll, shall be placed on a recall list for the classification from which the unit member was laid off. If a vacancy occurs in said classification at any time within one year from the date of lay off, the unit member shall have the right to be recalled to that position. If there is more than one unit member on the recall list for the classification involved, they shall be recalled in order of their seniority (i.e. most senior first). The order of their seniority in the classification shall be determined by the seniority they had accumulated as of the day on which the lay-off occurred.

Section 4 - Application

The application of this article shall be limited to employees with more than sixty (60) days of continuous employment with the BOCES.

Section 5 - Seniority List

Seniority lists shall be available annually to the Association upon request at the District office.

Section 6 - Job Openings

Job openings shall be posted, by management, in each division for ten (10) working days. Any person desiring such position may apply for and be given consideration under the terms of this article.

ARTICLE 17 GRIEVANCE PROCEDURE

Section 1 - Definition

A grievance is any alleged violation, misinterpretation or misapplication of this Agreement.

Grievant is the person(s) making the grievance, or the Association when it makes the grievance.

Party-in-interest is the grievant(s), or, in the instance of a class action, the Association and any member of the unit who is named in the grievance.

Day is any day an employee is required to be in attendance.

Superintendent is the Chief Executive Officer of the Board or any member of BOCES administration who has been designated in writing by such officer to act on his/her behalf.

Section 2 - Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing contained herein shall be construed as limiting the right of any individual employee having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted with or without the assistance of the Association.

Section 3 - Process

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits may, however, be extended for specified periods of time by mutual agreement.

Section 4 - Levels

Level One: A grievance shall be submitted to the grievant's immediate superior within thirty (30) days of the grievant's knowledge of the cause of the grievance.

Level Two: If not settled, or a decision is not rendered within ten (10) days following the Level One submission date, the grievance may be submitted in writing to the Superintendent. If not submitted within five (5) days following the Level One decision date, the grievance is settled.

Level Three: If not settled, or a satisfactory decision is not rendered within ten (10) days following the Level Two submission date, the grievance may be submitted directly to arbitration under the voluntary rules of arbitration of the American Arbitration Association. If the association does not request arbitration within five (5) days following the Level Two decision date, the grievance is settled.

The notice of arbitration must be in writing in the form of a notice to arbitrate with a copy served upon the Superintendent. Cost of arbitration shall be shared equally between the BOCES and the association.

The decision of the arbitrator shall be final and binding on all parties.

The arbitrator shall have no power to add to, subtract from or change any provision of this Agreement nor to render any decision which conflicts with law.

Section 5 - Penalty

No person shall be penalized in any way or suffer any professional disadvantage by reason of participation in the processing of any grievances.

Any party-in-interest may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by an officer of any organization other than the Association or its affiliates. When an employee is not represented by the Association, the Association shall be informed of the grievance by the Superintendent immediately upon submission to him/her, and the Association shall be entitled to present its views in writing and, if any hearing is held, orally.

Section 6 - Group or Class of Employees

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such a grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two.

Decisions and grievances at Level Two and thereafter shall be in writing setting forth the decision or grievance, including the reasons for the decision, cause and nature of the grievance, all known facts, grievant's name and position and date of submission and of decision, and shall be transmitted to all parties-in-interest.

All documents, communications, records or any written material dealing with a grievance will be filed separately from the personnel files of the participants and no reference whatsoever to any grievance shall appear in any employee's personnel file.

Forms for filing grievances will be prepared by the Board, in cooperation with the Association and given appropriate distribution.

Any person to whom a grievance is delivered shall sign and date a receipt for or copy of the same, and the date of signature shall constitute the submission date or decision date.

A grievance settled informally, without Association participation, shall in all respects, be final and binding upon the grievant; provided, however, said settled grievance shall not create a precedent or ruling binding upon any other employee or either party to this Agreement in future proceedings. Said settled grievance shall not in any way be inconsistent with the terms of this Agreement. During its duration, this Agreement shall be controlling.

ARTICLE 18 PERSONNEL FILE

Section 1 - Review

The one and only official personnel file shall be maintained in the District office and shall be kept confidential. Unit members may inspect their personnel file upon reasonable notice to the District. The unit member may be accompanied by an Organization representative during the inspection. The unit member shall be given a copy of any item in the file upon request.

Section 2 - Material

Written material bound for a member's official file shall be so-designated. (i.e. cc: *Personnel File*) Before any written item is placed in their personnel file, the recipient shall be given a copy and may sign and date the file copy as evidence of receipt thereof. Such signature is in no way indicative of agreement with what is contained in the document. The unit member shall have the right to submit, within 30 days, a written response to such document(s) and the response shall be attached to the file copy.

Section 3 - Time Limits

Any material to be placed in the official personnel file must be placed in such file within thirty (30) calendar days of the time the BOCES became aware of the event(s) set forth in the material to be placed therein.

ARTICLE 19 MISCELLANEOUS

Section 1 - Transport of Students

No bargaining unit member will, at any time, be requested or required to use their personal vehicle to transport students on behalf of the BOCES.

Section 2 - Notification of Rehire

The BOCES will notify the bargaining unit member in the event a site assignment has been changed for the succeeding school year.

In the event the assignment is not determined by that date, BOCES will so notify the employee. A list of those so notified will be provided to the Association President on request.

Section 3 - Vehicle Use

Each time a unit member uses their personally owned vehicle in the performance of BOCES business, such bargaining unit member shall be paid the IRS rate for each mile traveled.

Section 4 - Zipper Clause

This Agreement shall constitute the full and complete commitments of the parties and may be changed, added to, deleted from, or otherwise modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

Section 5 - Member List/Salaries

Upon request of the Association President, the BOCES agrees to provide the names and current salaries prior to January 1st of the reopening year. (The Association shall allow at least ten (10) working days for a response).

Section 6 – Workfare

Workfare assignments must not result in the displacement of any currently employed unit member or loss of job or position, including partial displacement such as a reduction in the hours of work, including overtime, wages or benefits.

Section 7 - Supremacy of Labor Agreement

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

ARTICLE 20 BOCES COURSES/EDUCATIONAL REIMBURSEMENT

Any member of the bargaining unit may take any recreational, vocational or avocational course offered by the Career Services without payment of tuition provided that the Director of the Division determines that there is space available. Any member of the bargaining unit that exercises this option specifically agrees to pay for consumable supplies.

Excluded from this clause are courses that are contracted or subcontracted for outside agencies or firms.

Bargaining unit members with at least three (3) years of service shall be reimbursed for the cost of tuition/mandatory fees at a registered college or university. Requests for such reimbursement shall be submitted in writing on forms provided no later than:

- August 15th for the succeeding fall semester
- February 1st for the succeeding spring semester
- June 1st for the succeeding summer semester

Decisions will be rendered in writing from the Personnel office by July 15, December 15 and May 15 respectively. The following conditions apply:

1. The course(s) requested shall be related to the employee's position.
2. The course description and requested reimbursement shall be submitted to his/her administrative supervisor on forms provided. The administrative supervisor's division director's recommendation regarding approval as job-related will be appended and submitted to the Personnel Administrator.
3. The Personnel Administrator shall make the final decision.

4. Up to \$1,500 (\$500 per semester) annually (non-cumulative) will be set aside for the unit for this purpose. If approved semester requests exceed \$500, the following distribution shall apply:
 - a. Equally divided among approved course requests.

If the approved semester request is under \$500, the balance will be available for the succeeding semester, but only within the same fiscal year (July 1st - June 30th)

5. No employees on leave of absence during the period of course attendance will be eligible.
6. No reimbursement for CEU's (Continuing Education Units) received by conference attendance shall be applied under this article.
7. The employee will be reimbursed upon presentation of an official transcript with a grade of "C" or above.

In the event any semester requests exceed \$500, but annual requests are less than \$1,500, reimbursement may be approved in excess of \$500 on a "semester" basis.

ARTICLE 21 SUMMER SCHOOL OPENINGS

1. Regular bargaining unit members who apply for summer positions will be given first consideration for all Summer School aide and monitor positions. This pertains to employment between July 1 and August 31.
2. Bargaining unit members who are employed for the summer program will receive their negotiated hourly rate of pay as indicated in Article 11 for such Summer School employment.
3. **Effective 07/01/2008** Two sick days will be allowed for each 6 week full day summer school program for persons regularly employed under the terms of this bargaining unit. Unit members shall be entitled to roll-over two (2) sick leave days into the accrued sick time.
4. This Agreement does not apply to individuals who are not regularly employed as a AUP unit member in the preceding school year, nor individuals who have resigned from regular employment before the summer session.
5. No other contract benefits apply for summer school employment.
6. Regularly employed bargaining unit members who provided satisfactory service in the previous year's BOCES students with disabilities summer school shall have priority consideration for the subsequent year's program.

ARTICLE 22 EVALUATION

Section 1 - Evaluation Procedure

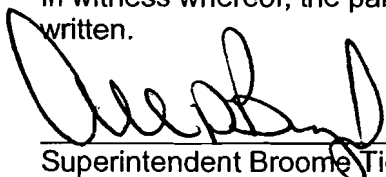
1. All unit members should be evaluated at least once each school year.

2. Evaluations will be completed, at all times, by management personnel. However, day to day job performance comments may be elicited from other more closely situated supervisory personnel.
3. The written evaluation shall contain a narrative section. The evaluated unit member can, upon request, have up to five days to review the completed evaluation form before meeting with the manager to discuss the evaluation. The unit member must sign the written evaluation as an indication that he/she has received this report. The signature in no way means that the member agrees with the content of the evaluation. The unit member may choose to attach a written statement to the evaluation report, which along with the report, will be placed on file in the members official personnel file located in the District Office.
4. Each bargaining unit member shall be provided suggestions to overcome any deficiencies noted in the evaluation, and a reasonable period of time in which to incorporate any suggested changes.
5. No electronic recording device shall be used in the monitoring or observation of the work performance of any bargaining unit member, unless agreed to by the unit member.
6. Evaluations for Bargaining Unit Members with 2 or more school years will be completed and returned to the Bargaining Unit Member by July 1 of the concluding school year.

ARTICLE 23 DURATION OF AGREEMENT

This Agreement made and entered into by and between the District Superintendent and the AUP is effective July 1, 2008, and will continue in force and effective through June 30, 2011.

In witness whereof, the parties hereto execute this Agreement as of the day and year first above written.



Superintendent Broome/Tioga BOCES



AUP President

10/23/08

Date

NP/njg
cwa 1141

APPENDIX A

	2008	2009	2010
Teacher Aide, Day Care Aide, Food Service Helper	\$8.34	\$8.51	\$8.68
EMT, Bus Driver, Sr. Food Service Helper Material Specialist	\$9.77	\$9.97	\$10.17
Monitor	\$11.79	\$12.03	\$12.27

