

**AGREEMENT**

**BETWEEN**

**THE DISTRICT SUPERINTENDENT OF SCHOOLS**

**OF**

**BOARD OF COOPERATIVE EDUCATIONAL SERVICES**

**FOR THE**

**FIRST SUPERVISORY DISTRICT OF MONROE COUNTY**

**AND**

**BOCES UNITED PROFESSIONALS, NYSUT/AFT, AFL-CIO**

**July 1, 2017 – June 30, 2020**

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## **ARTICLE I NEGOTIATING UNIT**

### **Section 1. Certification**

The Board of Education of the Board of Cooperative Educational Services for the First Supervisory District of Monroe County acknowledges the order of the Public Employment Relations Board in Case Number C-3324 which certified the BOCES United Professionals, NYSUT/AFT, AFL-CIO as the exclusive representative of the employees in the identified negotiations unit.

### **Section 2. Negotiating Unit**

**Included:** Regularly employed full time and part time professional staff who are required to be licensed or certified, and whose job title appears on the BUP Staff Job Title list updated annually by the Human Resources Office, including Adult Education Career Counselors. The updated list shall be appended to this contract annually.

*Note:* Throughout this document "Unit Members" shall refer to all job titles in the list above.

**Excluded:** District Superintendent of School, Assistant/Associate Superintendents, Directors/Coordinators, Principals/Supervisors, All other Employees requiring Certification as an Administrator, Adult and Continuing Education Teacher, Substitutes - other than Long Term Substitutes, Casual and Temporary Employees, Summer School Staff that are not regularly employed by BOCES during the School Year.

## **ARTICLE II MANAGEMENT RIGHTS**

### **Section 1.**

The BOCES retains the sole and exclusive right to manage its business and services and to direct the working force, including, but not limited to, the right to decide the number and location of its business and services operations, the business and services operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, and machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine the numbers and duties of employees; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend with or without pay and discharge employees as provided in Article 9, to hire, lay off, assign, transfer, promote and determine the qualifications of employees; to establish bussing procedures and requirements, and to make the rules and regulations pertaining to employees covered by this agreement; to determine the starting and quitting time and the number of hours to be worked, subject only to such regulations governing the exercise of these rights as are expressly provided by law. The BOCES reserves the right to reduce the work force at any time as conditions demand.

## **Section 2.**

It is the intention of the parties that all of the rights, powers, and authority that the BOCES had prior to the signing of this agreement are retained by the BOCES and that, with the exception of specific provisions of this agreement, the BOCES shall have unrestricted right to manage its affairs. This Agreement constitutes the full and complete commitments of the BOCES to the BOCES United Professionals, NYSUT/AFT, AFL-CIO.

## **Section 3.**

In the exercise of such rights above the Management of the BOCES shall comply with the provisions of this Agreement.

### **ARTICLE III PROCEDURE AND PHILOSOPHY**

## **Section 1.**

The BOCES United Professionals, NYSUT/AFT, AFL-CIO and the District Superintendent agree to furnish each other upon request, all available factual information pertinent to matters to be proposed for negotiations in order to assist in developing intelligent, accurate and constructive proposals to assist the parties in resolving such matters.

## **Section 2.**

The BOCES United Professionals, NYSUT/AFT, AFL-CIO continues to be committed to the concept of the cooperation with the BOCES #1 Board and administration, as well as with the Board of Education and the professionals in the ten (10) component districts. The parties are interested in helping to insure a successful school experience for all the children in our area.

## **Section 3.**

The BOCES United Professionals, NYSUT/AFT, AFL-CIO and the District Superintendent of BOCES #1 are also committed to the idea of encouraging and expediting more and better communication among staff members, between BOCES #1 and the component district, and between staff and the administration, and the Board of BOCES #1.

## **Section 4.**

The results of discussions between the parties appear in this agreement published mutually by BOCES United Professionals, NYSUT/AFT, AFL-CIO, and the District Superintendent.

**ARTICLE IV**  
**CONDITIONS OF EMPLOYMENT - SCHOOL YEAR**

**Section 1. School Year**

The unit member work year shall be up to 189 days. It is the expectation that when possible all unit members shall work a school year of similar length. Members required by placement to work beyond the length of the current Monroe #1 BOCES school year shall receive their per diem daily rate (1/200th of their annual salary) for each day beyond the current calendar.

Should a unit member's placement be shorter in duration than the current Monroe #1 BOCES calendar, the unit member shall discuss and mutually agree to a plan for professional development with the unit member's department supervisor. This plan may include, but will not be limited to, developing or creating unit/lesson plans, professional investigation of a current topic/issue, or attending professional development. The unit member and supervisor shall mutually agree on how to best facilitate the member's schedule and work site to accomplish the agreed upon plan.

The school year shall not commence before the Labor Day holiday.

**Section 2. School Calendar**

The BUP will be consulted and have an opportunity to make recommendations on the school calendar. It is the desire of BOCES #1 and BUP to follow the Monroe County School Calendar as a guide.

For each school year, one day shall be designated a staff development day for all BUP members. There will be a minimum of two (2) IEP workdays (1 ½ scheduled and ½ floating) annually. Staff members must obtain prior approval from their immediate supervisor before scheduling the ½ floating IEP day. District Based and Itinerant staff shall be released from duties equivalent to two (2) days to complete required written documents (including, but not limited to, IEPs) with prior agreement from their immediate supervisor. The District Superintendent will make a reasonable effort to schedule an early release day(s) during school hours whenever the calendar permits. In the event the calendar does not allow for early release days, extra flexibility will be used to schedule the additional ½ floating day to complete IEPs.

BUP will be consulted and have an opportunity to make recommendations on the IEP workdays.

### **Section 3. School Day**

No change in the length of the school day shall occur without consultation with the BUP. The Board reserves the right to stagger the starting and ending times in order to provide for more efficient operation.

The scheduled workweek shall be 37.5 hours. Each program/department will collaboratively establish start and end times with staff members on a yearly basis with the following goals to be achieved wherever possible:

- Staff members will always be present during contact hours.
- Staff members will maintain 37.5 hours per week.
- Staff members will meet all professional obligations and duties.
- Staff members will make themselves available for meetings, conferences, and professional duties with administrators, other staff members, parents, and students.

Staff members will receive 7.5 hours for conference, personal, and sick days. Programs/departments that do not have the opportunity to flex under the above conditions will be given consideration and will be given opportunities to flex wherever possible when mutually agreed upon by the supervisor and staff member.

Unit members may be required to attend school activities or meetings directly related to their regular professional duties before or after school hours. Such required meetings or activities, other than regularly scheduled faculty meetings and IEP conferences, shall be limited to four (4) each school year. Administrators may hold two (2) faculty meetings per month for no longer than one (1) hour outside the workday for each meeting, or one (1) faculty meeting per month for no longer than two (2) hours outside the workday. Meetings will be scheduled with as much advance notice as possible.

BOCES #1 will provide members of the negotiating unit with a duty free lunch period of at least thirty (30) minutes in length in a manner consistent with the provisions of section 3029 of the Education Law.

Beginning in the 2018-19 school year it shall be the objective of the BOCES that full-time unit members have planning time within the 7.5 hour workday of at least 200 minutes per week. Planning time shall be consistent with the unit member's professional duties. Starting in the 2018-19 school year a minimum of thirty (30) minutes per day of this time will occur during student contact time, excluding Multi-Occ. Focus and EMCC Programs.

For the 2017-18 school year every effort will be made to address scheduling concerns with unit members.

#### **Section 4. Assignment**

Annually, the district will establish a guideline in regard to the process for calculating the enrollment which will ultimately determine the staffing needs for the upcoming school year. BUP will be consulted and provided the opportunity to make recommendations regarding the annual development of the guideline. The guideline will be distributed prior to the close of the current school year.

Where feasible, BOCES will provide each member of the negotiating unit a notice of tentative assignment for the next school year, which specifies location and/or program, by June 30 of each year. It is understood and agreed that the assignment is subject to change depending upon the needs of BOCES #1 in providing educational services. A unit member may appeal their school year assignment in writing to the Director of Human Resources. The appeal must be submitted prior to July 15. The unit member will receive a response to their appeal prior to August 1.

BOCES will provide each member of the negotiating unit their class list/caseload for the coming school year by August 1. Itinerant staff members will be provided their class list/caseload for the coming school year by August 15, or earlier if possible. It is understood and agreed that the assignment is subject to change depending upon the needs of BOCES #1 in providing educational services. Should changes to the class list/caseload occur prior to the start of the school year, the affected staff member(s) shall be notified in a timely manner in writing.

#### **Section 5. Extended School Year**

Any BOCES employee who applies for an ESY position in their tenure area shall be granted an appointment before a non-BOCES employee, and the most senior unit member in a tenure area who applies for an ESY position in that tenure area shall be granted an appointment before a less senior unit member in the same tenure area is granted an appointment, provided:

- the individual was in good standing (good standing means a unit member is not on an improvement plan) the prior school year or previous ESY program and the individual's work the prior school year or previous ESY program was satisfactory
- the employee holds the proper certification for the position
- the employee's expertise matches the needs of the students
- the application process has been properly followed

Should layoffs be necessary after the commencement of ESY non-regular BOCES employees shall be reduced first, provided proper certification for the position is maintained. Consideration will be given to the employee's expertise and needs of the students.

Individuals are expected to work the full ESY program. The only exceptions will be:

- a) Absence for bereavement - If a teacher must be absent to attend a funeral as stipulated in Article XI, Section 4.
- b) Job sharing - If two members equally job share an ESY position.

- c) Sick leave - Unit members shall be permitted to use no more than two (2) sick leave days accrued during the previous regular school year for illnesses occurring during ESY.

The maximum ESY workday shall be seven (7) hours per day or thirty-five (35) hours per week. Each unit member shall be compensated per day at 1/200th of their annual salary less thirty (30) minutes, or per week at 5/200th of their annual salary less two and one-half (2 ½) hours.

Any "set up" day scheduled after the end of the school year but before the beginning of ESY is "optional" and a unit member may not be compelled to attend as long as the classroom is set up for the first day of ESY.

Starting in the 2018 ESY program, unit members will be provided no less than 30 minutes of total planning time during student contact hours, in situations where this is not possible administration and the Association will discuss a remedy.

#### **Section 6. CSE Meetings**

Teachers required to attend CSE meetings outside of the teacher work year will be paid 1/200th of their annual salary pro-rated (based on a 7.50 hour day) for the time spent at CSE meetings.

#### **Section 7. Moving a Classroom**

Teachers will be paid 1/200th of their annual salary for one day outside of the work year if they are required to move to another room within the same building and for two (2) days outside of the work year if they are required to move from one building to another building. Additional days may be granted as necessary for moving (including, but not limited to moving a shop or lab).

#### **Section 8. Summer School Start Date**

For ESY:

- School shall be 30 days unless by mutual agreement between the District and BUP.
- In years when July 4<sup>th</sup> falls on a Monday, Tuesday or Wednesday, school shall start on July 5.
- In years when July 4<sup>th</sup> falls on a Thursday or Friday, school shall start on the following Monday.
- Should July 4<sup>th</sup> fall on a weekend and the federal observance of holiday is the following Monday, school shall start on the Tuesday following the federal holiday.

For summer programs whose focus terminates in Regents exams:

- Summer school dates shall be determined after the announcement of Regents exam schedules. The dates shall be determined by moving backwards from the Regent's dates (for a 6 week period).

BUP will be consulted and have an opportunity to make recommendations on the ESY calendar.

## **Section 9. Assignment of Crisis Interveners**

The BOCES will make every effort to assign Crisis Interveners where appropriate based on program needs and to assign them as equitably as possible across programs.

## **Section 10. Health and Safety Committees**

BOCES will comply with applicable state law and regulations regarding Health and Safety Committees at the District and program/building level. BOCES will make reasonable efforts to ensure that an equitable representation of BUP unit member positions exists on each committee with collaboration and consultation from BUP (for example, a classroom teacher, an Associate Teacher, a related service provider, a Crisis Intervener, etc.).

## **Section 11. Inventory**

Unit members may be asked to work on inventory for a maximum of four (4) hours during the regularly scheduled workday. Any additional time determined necessary by the administrator will be paid at 1/200th of the member's salary.

# **ARTICLE V ITINERANT STAFF MEMBER/RELATED SERVICE PROVIDER SCHEDULES AND CASELOAD ASSIGNMENTS**

## **Section 1.**

The Itinerant Service Provider is someone whose routine professional duties require driving between work sites and/or districts within a workday. These staff members may be employed in one or more of the following job titles: American Sign Language Teachers, Audiologist, English as a Second Language Teacher, Instructional Specialist, Music Therapist, Occupational Therapist, Occupational Therapy Assistant, Physical Education Teacher, Physical Therapist, Physical Therapy Assistant, School Psychologist, School Social Worker, Special Education Teacher, Speech-Language Therapist/Pathologist, Teacher of the Deaf/Hard of Hearing, Teacher of the Visually Impaired/Mobility Specialist, Vocational Rehabilitation Counselor. Itinerant Staff Members and Related Service Providers will be assigned caseloads that permit efficient and effective services to students and schools while providing the appropriate scheduling and resources for staff to service this population.

Schedules and caseloads will be developed based on the following criteria:

- The maximum caseload for direct services shall be 30 students. In addition, up to five (5) consults which are no more than ten (10) 30-minute sessions per year may be assigned; any consult time beyond this will reduce the maximum caseload for direct services.
- The maximum caseload for consult-only providers will be no more than the equivalent of 30 students for direct services.
- 200 minutes/week for planning time in accordance with Art. IV, Section 3.
- 30 minutes/day for an unencumbered lunch in accordance with Art. IV, Section 3.
- 150 minutes/week for documentation for Itinerant Staff Members and Related Service Providers who are required to complete contact logs; 300 minutes/week for documentation for Itinerant Staff Members and Related Service Providers who are required to complete RS session notes.
- Reasonable travel during the workday.

The above criteria will be prorated based on FTE.

## **Section 2.**

Itinerant Staff Members and Related Service Providers assigned to one building and those working in component districts shall observe the workday and work year of the school of placement unless prior arrangements are made between BOCES, BUP and the component district.

## **Section 3.**

As of June 30, 2015, BOCES or BUP may reopen negotiations on this Article V – Itinerant Staff Member/Related Service Provider Schedules and Caseload Assignments, upon ten (10) calendar days' prior notice. The parties hereby agree that until successor language is agreed upon, the current language remains in place.

## **Section 4.**

An Itinerant Staff Member or Related Service Provider may appeal their schedule or caseload assignment in writing to their supervisor. The individual will receive a response to their appeal within fifteen (15) calendar days. If the individual is not satisfied with the response, he/she may appeal to the District Superintendent or his/her designee.

## **ARTICLE VI INSURANCE**

All benefits described in this agreement shall be prorated accordingly for all part time professional staff.

### **Section 1. Health Insurance**

- 1.1 The existing Blue Cross/Blue Shield including Blue Million Policy and Full Outpatient Rider or subject to the provisions of section 3, any other equivalent insurance plan and medical coverage, selected by the BOCES #1 administration, will continue on a prepaid basis for full time members of the negotiating unit. Members of the negotiating unit will contribute ten percent (10%) of the cost of the premium for the health insurance or health care coverage. Health Maintenance Organizations (HMO's) will be available.
- 1.2 Effective January 1, 2000, domestic partners are eligible for health insurance coverage. A domestic partner affidavit must be presented to the District.
- 1.3 Effective January 1, 2000 - Blue Million will not be made available to unit members hired on or after January 1, 2000. For members hired after January 1, 2000, the District will pay 90% of the cost of the premium for Blue Point 2.
- 1.4 Effective January 1, 2006, Unit members are eligible for Blue Point 2 Extended, Blue Point 2 Select, and Blue Point 2 Value.

Effective January 1, 2012, any BUP Unit Member selecting coverage to Blue Point 2 Select will receive a Five Hundred Dollars (\$500) medical account (Section 105) and any BUP Unit Member selecting coverage to Blue Point 2 Value will receive a Five Hundred Dollar (\$500) medical account (Section 105) for the purpose of offsetting additional co-pay and other medical expenses.

Effective January 1, 2013, BUP Unit Members selecting coverage to either Blue Point 2 Select or Blue Point 2 Value will receive a Six Hundred Dollar (\$600) medical account (Section 105).

Effective January 1, 2015, all full-time unit members who select the RASHP 2 Blue Point 2 Value Plan or the RASHP 2 Blue Point 2 Select Plan will receive \$700.00 annually from the BOCES that will be placed into a 105 plan consistent with IRS rules.

- 1.5 Effective January 1, 2006, the BOCES will pay 90% of the premium for Blue Point 2 Select Plan. The unit member will pay the difference for another health insurance plan offered by the BOCES.

Effective September 1, 2011, the BOCES will pay 87% of the premium for Blue Point 2 Select Plan. The unit member will pay the difference for Blue Point 2 Extended and Blue Point 2 Value.

Effective July 1, 2012, the BOCES will pay 85% of the premium for Blue Point 2 Select Plan. The unit member will pay the difference for Blue Point 2 Extended and Blue Point 2 Value.

Effective January 1, 2015, BOCES will pay 90% of the premium cost of the RASHP2 Blue Point 2 Value plan (the Base Plan) for full-time unit members. The employee shall contribute 10% of the premium cost based on full-time employment.

Effective January 1, 2016, BOCES will pay 87% of the premium cost of the RASHP2 Blue Point 2 Value plan (the Base Plan) for full-time unit members. The employee shall contribute 13% of the premium cost based on full-time employment.

Effective January 1, 2017, BOCES will pay 85% of the premium cost of the RASHP2 Blue Point 2 Value plan (the Base Plan) for full-time unit members. The employee shall contribute 15% of the premium cost based on full-time employment.

- 1.6 Retired Professional Staff - Unit members who retire after June 30, 1996 with 20 years of service will pay 10% of their health care premiums.

Health insurance premiums for eligible retirees will be paid by BOCES, Monroe 1 according to the following:

- 45% of scheduled premium amount - 15 years of services to BOCES, Monroe 1;
- 54% of scheduled premium amount - 16 years of services to BOCES, Monroe 1;
- 63% of scheduled premium amount - 17 years of services to BOCES, Monroe 1;
- 72% of scheduled premium amount - 18 years of services to BOCES, Monroe 1;
- 81% of scheduled premium amount - 19 years of services to BOCES, Monroe 1;
- 90% of scheduled premium amount - 20 years of services to BOCES, Monroe 1.

- 1.7 Unit members who retire after July 1, 2001 with twenty (20) years of service will be provided health care insurance from among the plans offered by the BOCES with premiums paid by the BOCES according to the following:

- 45% of Blue Point 2 Select premium amount - 15 years of service to BOCES, Monroe #1
- 54% of Blue Point 2 Select premium amount - 16 years of service to BOCES, Monroe #1
- 63% of Blue Point 2 Select premium amount - 17 years of service to BOCES, Monroe #1
- 72% of Blue Point 2 Select premium amount - 18 years of service to BOCES, Monroe #1
- 81% of Blue Point 2 Select premium amount - 19 years of service to BOCES, Monroe #1
- 90% of Blue Point 2 Select premium amount - 20 years of service to BOCES, Monroe #1.

- 1.8 Unit members who retire after September 1, 2011 with twenty (20) years of service will be provided health care insurance from among the plans offered by the BOCES (Blue Point 2 Select, Value, and Extended) with premiums paid by the BOCES according to the following:

43.5% of Blue Point 2 Select premium amount - 15 years of service to BOCES, Monroe #1  
52.2% of Blue Point 2 Select premium amount - 16 years of service to BOCES, Monroe #1  
60.9% of Blue Point 2 Select premium amount - 17 years of service to BOCES, Monroe #1  
69.6% of Blue Point 2 Select premium amount - 18 years of service to BOCES, Monroe #1  
78.3% of Blue Point 2 Select premium amount - 19 years of service to BOCES, Monroe #1  
87% of Blue Point 2 Select premium amount - 20 years of service to BOCES, Monroe #1.

- 1.8.1 Unit members who retire after July 1, 2012 with twenty (20) years of service will be provided health care insurance from among the plans offered by the BOCES (Blue Point 2 Select, Value, and Extended) with premiums paid by the BOCES according to the following:

42.5% of Blue Point 2 Select premium amount - 15 years of service to BOCES, Monroe #1  
51% of Blue Point 2 Select premium amount - 16 years of service to BOCES, Monroe #1  
59.5% of Blue Point 2 Select premium amount - 17 years of service to BOCES, Monroe #1  
68% of Blue Point 2 Select premium amount - 18 years of service to BOCES, Monroe #1  
76.5% of Blue Point 2 Select premium amount - 19 years of service to BOCES, Monroe #1  
85% of Blue Point 2 Select premium amount - 20 years of service to BOCES, Monroe #1.

- 1.8.2 Unit members hired after July 1, 2008 will contribute 50% of their current health insurance after 20 years of service.

- 1.9 Unit members hired prior to July 1, 2008 who retire after January 1, 2015 who are eligible for retiree health insurance will be provided health care insurance from among the plans available to active BOCES employees. The employer contribution is based upon the Base Plan offered to active employees. Health care premiums for employees who retire from BOCES will be paid by BOCES according to the following schedule:

42.50% of Base Plan premium amount - 15 years of service to BOCES, Monroe #1  
51.00% of Base Plan premium amount - 16 years of service to BOCES, Monroe #1  
59.50% of Base Plan premium amount - 17 years of service to BOCES, Monroe #1  
68.00% of Base Plan premium amount - 18 years of service to BOCES, Monroe #1  
76.50% of Base Plan premium amount - 19 years of service to BOCES, Monroe #1  
85.00% of Base Plan premium amount - 20 years of service to BOCES, Monroe #1

- 1.10 Effective January 1, 2015, full-time eligible unit members who elect not to take health insurance from the BOCES for the entire calendar year and who are not covered under another employee's plan will receive an annual stipend of \$1,000.00, one-half payable in June and one-half payable in December. In the event the unit member, due to unforeseen circumstances, must rejoin the BOCES health insurance plan, or terminates employment during the calendar year, the stipend will be pro-rated accordingly. Unit members hired prior to July 1, 2017 who are covered under a spouse's plan may also receive an annual stipend of \$1,000.00 one-half payable in June and one-half payable in December.
- 1.11 **Impact of Federal or State Legislation**  
In the event that federal or state legislation, rules and/or regulations issued in relation to the Patient Protection and Affordable Care Act ("PPACA"), the Health Care and Education Reconciliation Act of 2010 ("HCERA") and/or any other legislation, rule, or regulation impact in any way the health insurance plans, costs or benefits provided for in this Agreement, the BOCES may immediately reopen negotiations on the issue of health care, upon ten (10) calendar days' prior notice. The parties hereby agree that pending negotiations, the BOCES may implement changes as necessary to comply with federal and/or state laws, rules, and regulations and/or to avoid or eliminate penalties, potential penalties, or taxes.
- 1.12 **Health Savings Account (HSA) -- Section 223 Plan**  
For an eligible unit member who participates in the RASHP 2 High Deductible Health Plan (HDHP) for the plan year, the BOCES shall contribute to a health savings account established for the unit member with a financial institution selected by BOCES.
- a) Eligible members shall be defined as unit members enrolled in the RASHP 2 HDHP Plan.
  - b) In the first calendar year that an eligible member is enrolled in the RASHP 2 HDHP Plan, the member will receive a one-time BOCES contribution of Three Thousand Dollars (\$3,000) for a unit member enrolled in a two person, family no spouse or family plan. The BOCES' contribution will be One thousand Dollars (\$1,000) per calendar year for a unit member enrolled in a single plan.
  - c) In subsequent years, BOCES will contribute Fifteen Hundred Dollars (\$1,500) per calendar year for a unit member enrolled in a two person, family no spouse or family plan. BOCES will contribute Nine Hundred Dollars (\$900) per calendar year for a unit member enrolled in a single plan.
  - d) If in the first year of participation in the HDHP Plan an eligible unit member suffers a medical event which causes him/her or a family member to meet or exceed the annual deductible, BOCES will at the unit member's request accelerate the year two employer contribution to help defray the costs. When the year two contribution is accelerated, the next employer contribution will not occur until year three of the unit member's enrollment and no separate payment will be made in/for year two. BOCES may request proof of the expenditures required to meet the deductible prior to the acceleration.

- e) BOCES employer contributions shall be paid during the month of January or within thirty (30) days after the unit member was hired for those hired or enrolled after the January contribution is made.
- f) BOCES employer contributions shall be deposited and therefore immediately available for the unit member's use for qualifying health reimbursements as defined in the plan in compliance with the law.
- g) Unit members enrolling in the HDHP will no longer be eligible for a District contribution to the Health Reimbursement Account (HRA), however remaining balances may be used for out of pocket dental and vision expenses only. Flexible Spending Account medical reimbursements will also be limited to out of pocket dental and vision expenses only.

## **Section 2. Dental Insurance**

- 2.1 Dental Insurance – Eighty percent (80%) of the premiums for Blue Shield Smile Saver Option 1 or any other equivalent dental plan, will be paid by the Board for full time professional staff members.
- 2.2 Retired Professional Staff and Dental Insurance - Any professional staff member who retires after June 30, 1983, will be entitled to continue Dental Insurance. The Board will pay fifty percent of eighty percent (50% of 80% (40%)) of the premiums of the Dental Plan for those staff members who have worked for BOCES #1 for fifteen (15) years or more; and eighty percent (80%) of the premiums of the Dental Plan for those staff members who have worked for BOCES #1 for twenty (20) years or more.
  - a. Dental insurance premiums for eligible retirees will be paid by BOCES, Monroe 1 according to the following:
    - 50% of 80% (40%) scheduled premium amount - 15 years of service to BOCES, Monroe 1;
    - 60% of 80% (48%) scheduled premium amount - 16 years of service to BOCES, Monroe 1;
    - 70% of 80% (56%) scheduled premium amount - 17 years of service to BOCES, Monroe 1;
    - 80% of 80% (64%) scheduled premium amount - 18 years of service to BOCES, Monroe 1;
    - 90% of 80% (72%) scheduled premium amount - 19 years of service to BOCES, Monroe 1;
    - 100% of 80% (80%) scheduled premium amount - 20 years of service to BOCES, Monroe 1;

2.3 The BOCES United Employees, NYSUT/AFT, AFL-CIO and BOCES #1 Monroe agree on the following Dental Plan between the parties:

1. The Dental Plan will be administered by Blue Cross/Blue Shield.
2. Open enrollment for dental insurance shall occur in the first year of a new contract, not less than once every three years. New employees will have the option to join within thirty (30) days of their employment.
3. Coverage will remain the same as in Blue Shield Smile Saver Option 1 except as noted in items 4 and 5.
4. The deductible will be eliminated on Restorative Services and fillings listed under Restorative Services will be changed to sixty (60%) percent of the Schedule Allowance. All other Restorative Services will be fifty (50%) percent.
5. The schedule of dental care benefits will be based on the 60th percentile of the Schedule Allowance. The Schedule is to be recomputed annually to take effect on January 1 of each year of this agreement. The schedule of dental care benefits will provide coverage for dependent students up to age 23.

### **Section 3.**

BOCES #1 reserves the right to select an alternative carrier for health or dental insurance subject to a BUP determination that the program and benefits are substantially equivalent.

### **Section 4. Workers' Compensation**

- 4.1 All professional staff members of the School District are covered by the provisions of the New York State Workers' Compensation against loss because of injury while pursuing their duties.
- 4.2 All professional staff who are injured while performing their duties must report this fact immediately to the school nurse or other designated person so that proper notification can be made to the insurance company.
- 4.3 All unit members are covered by Worker's Compensation Insurance. In the event that a personal injury covered by Worker's Compensation occurs in the course of student engagement related to the unit member's job duties, and the unit member has exhausted their accumulated sick days, BOCES will pay the difference between the unit member's regular salary and the Worker's Compensation for which the employee is eligible for up to one year from the date of the injury. Upon return to work, sick days used for the student related workers compensation injury will be credited back to the unit member's sick balance.

**Article VII**  
**PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

**Section 1. Professional Conferences**

- 1.1 The established policy which provides up to \$600 per year effective July 1, 2014 to each professional staff member to attend appropriate professional conferences approved by supervisors if relevant to professional goals of the department shall be continued. Any denial, including denial of conferences costing more than \$600 may be appealed to the District Superintendent or his/her designee. Professional conferences shall be in accordance with the Monroe #1 BOCES Professional Development Plan and shall follow the appropriate Board Policy in regard to reimbursement of travel expenses. Up to \$100 of professional conference monies may be used for professional literature, media, and/or materials approved by supervisors if relevant to professional goals of the department.
- 1.2 Individuals who are asked to attend conferences by the BOCES #1 administration and those who participate in programs at conferences are eligible for reimbursement for approved expenses over the limit specified in section 1.1 with prior written approval of the District Superintendent.
- 1.3 Conference Attendance Procedures
  1. Members of the negotiating unit must submit completed conference request forms to their immediate supervisor no less than four calendar weeks prior to the conference except as provided below.
  2. In the event that a member of the negotiating unit receives information pertaining to a conference less than four weeks prior to the conference, he or she will be considered to have filed their conference request form in a timely manner if the completed request form is filed at the first opportunity after the member of the negotiating unit becomes aware of the conference or should have been aware of the conference.
- 1.4 All non-essential unit members shall be released from duties to attend any BOCES-wide conferences.

**Section 2. Tuition Reimbursement Plan**

Reimbursement for tuition for undergraduate and graduate study at accredited colleges is available for active unit members based on FTE. Course work must be relevant to the unit member's position or credited to a degree program that is relevant to employment within BOCES.

A member of the negotiating unit may receive tuition reimbursement equal to the amount charged by Nazareth College for three graduate level courses annually. In order to be eligible for tuition reimbursement unit members must successfully complete the course with a grade of "C" or higher. To receive reimbursement unit members must

register, complete coursework, and be graded within a contract year period beginning July 1<sup>st</sup> and ending June 30<sup>th</sup>. This condition applies to course work taken in all college semesters, including summer session courses.

Regarding unit members pursuing courses of study in Educational Administration: Up to 10 new unit members may enroll in courses pursuant of Administrative Degrees or equivalent during each fiscal year of the current contract.

Requests for reimbursement must be submitted on or before October 1<sup>st</sup> and on or before February 1<sup>st</sup> of each contract year. In addition, there will be a June 30<sup>th</sup> reimbursement date for spring semester courses. Reimbursement payments will be made within thirty (30) days of October 1<sup>st</sup>, February 1<sup>st</sup>, and June 30<sup>th</sup>. All payments for all summer semester courses will be made on the October 1<sup>st</sup> date.

Reimbursement will be made to those eligible employees only if they are in active employment at the time payment is to be made as provided in the paragraphs above, with the exception that tuition reimbursement will be made to those employees who are not in active employment because of the following reasons:

1. The employee is on an approved leave of absence after the course is completed.
2. The employee is ill or disabled and unable to return to work.
3. The employee is laid off from work.
4. In the event of the death of the employee, the employee's estate will be entitled to reimbursement.

Since tuition reimbursement is intended to benefit BOCES as well as unit members, it is expected that unit members who receive reimbursement payments remain in employment with BOCES for at least one full contract year following the contract year in which they last received tuition reimbursement payments. If a unit member voluntarily resigns employment less than one full contract year following the contract year in which they last received reimbursement payments, they must repay BOCES for one-half the amount of tuition reimbursement received in that contract year. (Example: A unit member last receives tuition reimbursement in the 2002-2003 contract year totaling \$4000. If the unit member voluntarily resigns employment prior to June 30, 2004 they must repay BOCES \$2000.)

### **Section 3. Compensation For Use of Private Vehicle**

#### **3.1 Mileage Rate**

Mileage will be paid at the rate determined by the IRS for travel related to BOCES duties. The rate is subject to change when the IRS rate changes.

#### **3.2 Requests for Mileage Reimbursement for Unit Members Whose Assignment Is Over 20 Miles from BOCES and the Unit Member's Home**

The District Superintendent or his/her designee will review a request for mileage reimbursement for travel over 20 miles based on the eligibility criteria set forth below:

1. Whether the work location is more than 20 miles from the unit member's home and more than 20 miles from the Foreman Center;

2. Whether the unit member specifically requested the assignment;
3. Whether a District specifically requested the unit member to work at that location; and
4. Other information pertinent to the assignment.

Unit members are not entitled to mileage reimbursement if either their home or the Foreman Center is within 20 miles of their work location. (For example, if a unit member's home is 40 miles from the work location but the Foreman Center is 15 miles from the work location, he/she is not entitled to reimbursement.)

The unit member will be reimbursed for mileage above 20 miles from either the unit member's home or the Foreman Center, whichever is less. (For example, if a unit member's home is 40 miles from the work location and the Foreman Center is 30 miles from the work location, he/she is entitled to reimbursement from the Foreman Center to the work location [10 miles each way]).

The mileage reimbursement benefit described in this section is not intended to apply to travel within BOCES' component school districts. A review will be set in progress if the assignment location increases by 20 miles or more from one school year to the next.

#### **Section 4. Mini-Grants**

- 4.1 Mini-grant funds, in accordance with the guidelines for mini-grants for the 1999-2000 school year, shall be continued during the contract.
- 4.2 The president of BOCES United Professionals, NYSUT/AFT, AFL-CIO will be included on the list of people who receive the mini-grant committee notices, reports and other materials.

#### **Section 5. Curriculum Writing and BOCES #1 In-Service**

- 5.1 Curriculum writing, as approved by the District Superintendent of Schools and agreed upon by a member of the negotiating unit shall be compensated at the rate of \$30.00 per hour.
- 5.2 BOCES #1 initiated and sponsored in-service programs that have the prior approval of the District Superintendent or his designee shall be compensated at the rate of \$30.00 per hour. The in-service training must occur after the regular work day or work year, be academically oriented and job related. The individual member of the negotiating unit must receive prior approval to participate in the program from the District Superintendent or designee in order to receive compensation.

The approval or disapproval must be transmitted to the unit member within ten (10) days of its receipt by the District Superintendent or designee.

## **Section 6. Therapeutic Crisis Intervention**

A unit member who is not actively participating in the physical portions of Therapeutic Crisis Intervention due to a physical or medical condition or other reason shall notify his or her supervisor of this information. Any supporting documentation of a physical or medical condition should be submitted to Human Resources. Unit members not actively participating in the physical portion of the training will attend all portions of the training and view the physical portion. A unit member's lack of participation in all portions of Therapeutic Crisis Intervention could result in a change in that member's placement.

## **Article VIII PROFESSIONAL STAFF VACANCIES**

### **Section 1. Posting of Positions**

- 1.1 Vacancies will be posted in each department. Notice will include procedures for making application and adequate job description. All members of BOCES #1 staff who meet the requirements and apply for the position shall be granted an interview.
- 1.2 A vacancy shall be defined as a unit position opening (excluding openings occurring during July and August) caused by a retirement, resignation, newly created position, termination or by death in service, but shall not include any opening encumbered by a unit member on leave or by a person on a preferred eligibility list. The Human Resources Office will provide to the BUP Delegates copies of all staff vacancies to be posted on the BUP bulletin boards no later than 10 days prior to the closing date for applications. Copies of postings should include the name of the position, location, work year and any other details specific to the position.
- 1.3 Information about vacancies that occur during the summer will be forwarded to those who request notification.
- 1.4 Applications for currently employed and qualified members shall be given consideration together with other applicants.
- 1.5 Each candidate will be notified as to current status within ten (10) days of final interview. Any unit member who is interested in initiating a professional change is encouraged to inform the Director of Human Resources.

### **Section 2. Transfers**

#### **2.1 TRANSFERS**

##### **Definition of Transfer**

1. Transfer from one program to another (i.e. START to District Based)
2. Certification Issues (i.e. to assure programs have appropriately certified staff)
3. Internal Program Transfer (i.e. from elementary to middle school)

In any transfer or assignment of unit members the best interests of children shall be

considered first. It is understood and agreed that the Board's objective is to obtain the most qualified teacher or related service provider. In addition to the best interests of children, the following principles will be considered in filling vacancies in existing or new positions by means of transfer of assignment:

- Individual qualifications (including, for example, previous experience of unit member)
- Instructional requirements (certifications)
- District request
- Location of unit member's home
- Seniority

Unit members shall have a choice if there is more than one opening and if the unit member meets the requirements of the open position. Where feasible, BOCES will communicate openings to BUP unit members who meet the requirements of an open position in an effort to help facilitate a Voluntary Transfer and avoid an Involuntary Transfer.

## 2.2 VOLUNTARY TRANSFERS OF ASSIGNMENT:

A unit member requesting a transfer from one assignment to another within the same tenure area shall submit a request in writing to their Principal or Coordinator involved and a copy sent to the Director of Human Resources, stating the reason for the request by May 1<sup>st</sup>. The unit member shall be notified in writing of the action and the reason concerning the unit member's request as close to June 15<sup>th</sup> as possible or 20 days after the end of a posting period.

Teachers considered in good standing may apply for a transfer – good standing means a unit member is not on an improvement plan. Once the improvement plan is complete, the teacher shall be considered in good standing.

## 2.3 INVOLUNTARY TRANSFER OF ASSIGNMENT:

1. Any involuntary transfer as described above shall be made only after a meeting between the unit member involved, a BUP Officer of the Association, the Principal/Coordinator, and, by request, the Director of Human Resources and Director of the unit member's program, at which time the unit member will be notified of the reason therefore. If the unit member objects to such transfer, a good faith effort shall be made to transfer the unit member to an acceptable position.
2. Written notice of a proposed involuntary transfer of assignment shall be given to the unit member as soon as possible but not less than fourteen (14) calendar days before the transfer of assignment is effective.
3. Wherever possible, no unit member shall be subject to involuntary transfer of assignment within three (3) consecutive years.

### **Section 3. Personnel Files**

- 3.1 Members of the negotiating unit shall have reasonable access to their personnel files.
- 3.2 A unit member will be required to make an appointment with the Director of Human Resources for a mutually convenient time during which the review will occur.

### **Section 4. Job Sharing**

- 4.1 Definition: Job sharing shall refer to two (2) unit members sharing one (1) full time position.
- 4.2 Application: Any assignment opening shall be available to certificated staff who have indicated in writing to the District Superintendent their desire to job share.
- 4.3 Pairing: Job sharing assignments shall be filed only by teachers who have jointly agreed to work together.
- 4.4 Selection: Job sharing assignments shall be granted annually upon mutual agreement of the teachers and the Superintendent.
- 4.5 Responsibilities: Responsibilities of an assignment by two (2) job sharers may be divided and/or allocated according to a plan designed by the job sharers, with the concurrence of their immediate supervisor. This shall include but is not limited to attendance at regular staff meetings, district meetings, parent conferencing, etc.
- 4.6 Compensation: Employees sharing contracts shall receive salary step movement at the start of the new school year based on the amount of time spent teaching during their prior school year.
- 4.7 Benefits: Unit members working in job sharing positions shall receive a pro-rated amount of health, welfare, and leave benefits. Contributions to State Teacher's Retirement System shall be proportionate to the time served and salary earned.
- 4.8 Tenure: Let it be known to members seeking a job sharing position that tenure cannot be extended to part time teachers according to New York State Education Law. Seniority would exist among non-tenured full-time teachers.
- 4.9 Return to Full Time: In the event a job sharer requests to return to a full-time teaching position, the district shall grant such a request before hiring personnel from outside the district to fill a position for which the job sharer is qualified and has requested. Such increase would depend upon the staffing needs of the district.
- 4.10 Substituting: Job sharers shall substitute for each other whenever possible.

### **Section 5. Part Time Teachers**

- 5.1 Part time teachers shall be transferred to full time employment at the beginning of the school year provided they have informed the District Superintendent of their desire to do

so prior to May 1 of the previous school year. This would depend upon the staffing needs of the district.

#### **Section 6. Savings Clause**

- 6.1 Nothing contained within the provisions of Article 8 will be construed in a manner contrary to any sections of the Education Law or rules or regulations promulgated thereunder. Rights conferred pursuant to the provisions of this article shall be subordinate to any rights conferred by statute, rule, or regulation.

### **Article IX TENURE/CIVIL SERVICE**

#### **Section 1.**

Upon conferral of tenure by the Board of Education, a letter of tenure will be granted at the end of each teacher's probationary period. The Unit Member will receive written notification of tenure being granted no later than 60 days prior to their eligibility.

#### **Section 2. Discipline or Dismissal of Employees Enjoying the Benefit of Tenure**

- 2.1 The BOCES may discipline any employee covered by the agreement and having the benefit of tenure for just cause. Discipline for the purpose of this subsection will be defined as a reprimand, a fine, suspension without pay or dismissal. The parties to the agreement fully understand and agree that the provisions of section 3020-a of the New York Education Law shall not apply to discipline actions initiated by the administration of the BOCES against any member of the negotiating unit having the benefit of tenure.
- 2.2 Prior to the commencement of any disciplinary action an employee enjoying the benefit of tenure, the District Superintendent, or his or her authorized designee, shall meet with the employee to review the allegations and action against the employee and the employee's position with respect to such allegation(s). The employee shall be advised of the nature of such meeting, in advance, and shall be given the opportunity to request the presence of a BUP Representative at the meeting.
- 2.3 Following such meeting, or in the event the employee or his or her representative does not participate in the scheduled meeting, if the District Superintendent, or his or her authorized designee, decides that such employee should be disciplined, he may initiate such action by the service of a written notice of discipline in person or by certified mail, which shall include the specific reasons for which discipline is sought to be imposed, together with the proposed penalty. Such notice shall further advise the employee that, within ten (10) school days of receipt of the notice, such employee may file an appeal challenging the proposed action. If the employee does not choose to appeal, the proposed penalty shall be implemented on the eleventh (11) school day after the employee has received the notice.
- 2.4 An employee if he or she chooses to do so, must file the appeal with the District Superintendent within ten (10) school days of receipt of the notice of discipline. Thereafter, within five (5) school days, the employee must file a demand for arbitration with the American Arbitration Association. A copy of the demand will be served upon

the District Superintendent of Schools or his designee. The parties agree to follow the procedures of the American Arbitration Association in the selection of the arbitrator.

Any arbitration of the appeal submitted by the employee under this section shall be held within twenty (20) school days of the appointment of the arbitrator. The arbitrator shall render a decision within fifteen (15) school days of the close of the hearing.

- 2.5 In the event the penalty sought by the BOCES consists of the imposition of a written reprimand, a suspension without pay of ten (10) working days or less, or a fine of not more than one thousand three hundred one dollar(s), the discipline shall be administered; and the arbitration of the discipline shall proceed in accordance with the procedures contained in subsection 2.4.
- 2.6 If the BOCES proposes to discipline a teacher by the imposition of a fine in excess of one thousand three hundred one dollar, a suspension without pay in excess of ten (10) working days, or dismissal, the District Superintendent may suspend the employee with pay pending the outcome of the arbitration except that in a case involving the failure to possess adequate or appropriate certification, or in a case involving conviction of an offense, misdemeanor, or felony, the employee may be suspended without pay.
- 2.7 In the event an employee's certification is revoked by the Commissioner of Education or the State of New York, the employee shall be dismissed from employment without the need for a hearing, providing a certified copy of the revocation is filed with the Clerk of the Board of Education.
- 2.8 The costs of arbitration shall be borne equally by the parties and subject to the provisions of Article 75 of the Civil Practice Law and Rules; the arbitrator's decision shall be final and binding.
- 2.9 The provisions of section 2 shall not be subject to the grievance procedure contained in Article 10. A grievance seeking enforcement of the procedural requirements of section 2 is subject to the grievance procedure contained in Article 10.
- 2.10 The amount of the fine contained within subsections 2.5 and 2.6 of section 2 of this article shall be annually increased beginning on July 1, 1994 in an amount equivalent to the average percentage increase in salary for members of the negotiating unit.

### **Section 3. Discipline or Dismissal of Civil Service Employees**

Applicable dismissal and discipline procedures shall be followed in accordance with Monroe County Civil Service Regulations.

## **Article X SUPERVISION AND EVALUATION PROCESS**

### **Section 1. Introduction**

The purpose of the supervision/evaluation structure which follows is the promotion of the ongoing development of each staff member. Such development is possible only

when mutual trust and respect exist between those being supervised and evaluated and those who supervise and evaluate. It was the goal of the study committee to create a structure which makes possible productive, constructive interactions between professionals, both peers and supervisors. Since a perfect process must continually be sought, this structure should be seen as formative. That is, it should be periodically reviewed and refined in hopes of moving it towards a more perfect state.

For this structure to be successful, training for all involved is necessary. It is the responsibility of the Monroe #1 BOCES organization to provide training. It is the responsibility of the professional staff to avail itself of this training.

## **Section 2. APPR Process**

The current APPR Document, <http://www.monroe.edu/documents.cfm> will remain in effect until the APPR Committee meets and approves the changes as set forth by the Chapter 103 Laws of 2010, including a new section 3012-c of the Education Law.

## **Section 3. Evaluation of Unit Members Who Are Not Teachers of Record**

All evaluation systems not mandated by the New York State Education Law shall be reviewed and approved by the District Professional Evaluation Committee (known as the APPR Committee). The APPR Committee will be comprised of at least 51% BUP unit members. BUP unit members will be selected by the Co-Presidents of BUP. All other members and the chairperson will be selected by the District Superintendent.

# **Article XI LEAVES OF ABSENCE**

## **Section 1. Sick Leave**

- 1.1 At the beginning of the school year each staff member will be granted fifteen (15) days of sick time to be used for personal illness or illness in the immediate family without loss of pay. Up to fifteen (15) days unused leave days shall be carried over to the following school year.
- 1.2 Unused sick leave days may accumulate from year to year to a maximum of 225 days to be used only for personal illness. Effective July 1, 2012 the maximum shall increase to 250 days. Effective July 1, 2013 the maximum shall increase to 275 days.
- 1.3 The District Superintendent may, at his discretion, grant an additional allocation of sick leave to a staff member who has exhausted his/her sick leave accumulation. Such advance of sick leave may be deducted from future years' sick leave accumulations.
- 1.4 A staff member may be required, at the discretion of the District Superintendent, to submit a statement from his/her doctor as to the severity of his/her illness and his/her ability to perform his/her duties and responsibilities.

- 1.5 A staff member should notify his/her immediate supervisor as promptly as possible of his/her absence due to illness and should keep him informed as to his/her progress and possible return to work.
- 1.6 Notice of accumulated sick leave days: Members will be notified in writing of accumulated sick and personal days. Twelve (12) month employees will be notified in July; eleven (11) month employees will be notified in August; and ten (10) month employees will be notified in September of each school year.
- 1.7 Unit members may request and take sick leave in 2-hour increments for doctor, dentist, or therapy appointments for themselves or family members. Unit members shall provide 48 hours' notice of medical appointment when electing to take leave in 2-hour increments. Unit members are required to complete a 2-Hour Medical/Dental Request Form and submit a receipt to Human Resources to support the appointment within five (5) school days. The supervisor may waive the 48-hour notice.
- 1.8 In cases of emergency, when a unit member has exhausted their sick leave, they may request additional sick days from the Superintendent of Schools or his/her designee.

## **Section 2. Sick Leave Bank**

- 2.1 A sick leave bank will be established to provide unit members with additional sick leave in the event of long-term illness or injury. Long-term illness or injury shall be defined as an illness or injury which is expected to incapacitate the unit member for an extended period of time, requiring absence from work for a minimum of forty (40) consecutive work days during the normal work year. The District Superintendent and Union President have the right to waive the forty (40) days waiting period due to mutually agreed upon extenuating circumstances.
- 2.2 A Committee of four will determine eligibility of the use of the bank with two members chosen by the Association and two members chosen by the Superintendent. A majority vote is required in all decisions. The Committee is confidential. The Committee shall not have the President of BUP or the District Superintendent on it.
- 2.3 The Committee will review a request for use of the sick leave bank within fifteen (15) calendar days of receipt of the original request. All decisions of the Committee are final and nonreviewable by the Association or BOCES. Decisions of the Committee shall be in writing and communicated to the unit member requesting the use of the bank, Association President and Superintendent.
- 2.4 Effective July 1, 2003, each unit member shall contribute two of his/her accumulated sick leave days to the bank. At retirement, a unit member may contribute his/her remaining sick days, up to 15 days (above the 200 accumulated days) to the bank. Newly hired unit members will contribute the first of their two days to the bank in their first year of employment and the second in their second year of employment. If the sick leave bank falls below 150 days, unit members shall contribute an additional day to the

bank. The BOCES will also contribute one (1) day for each unit member, if the sick bank falls below 150 days.

- 2.5 The unit member may apply in writing to the Committee for use of the sick bank after being absent 40 consecutive workdays and only after the unit member has exhausted that unit member's paid sick time. Only one 40 consecutive day waiting period is required per specific medical condition. Eligibility to draw from the sick bank may commence on the 41<sup>st</sup> day of the illness as determined by the Committee.
- 2.6 The unit member must submit documentation from his/her physician for the reason for the extended illness. The Committee reserves the right to request a physical examination by a BOCES' physician at BOCES' expense.
- 2.7 A unit member may request up to 60 sick leave days from the bank for the same medical incident. A unit member may request up to two additional 60-day increments for the same medical incident, not to exceed 180 days.
- 2.8 The sick leave bank may not be used for a unit member on an unpaid leave of absence.
- 2.9 Under exceptional circumstances, the available illness leave may be extended with or without pay at the discretion of the District Superintendent.

### **Section 3. Credit for Unused Sick Leave Days**

- 3.1 Effective July 1, 1991, eligible retirees shall be paid twenty dollars (\$20.00) for every unused sick day accumulated up to and including their final year of service (maximum 275 sick days). Payment will be made in one (1) lump sum and shall be deposited into an employer-sponsored 403(b) account within 30 days of retirement and completion of 403(b) paperwork. In the case of a retirement incentive, payment will be made in one (1) lump sum and shall be deposited into an employer-sponsored 403(b) account within 60 days of retirement and completion of 403(b) paperwork.
- 3.2 Service Credit for Unused Sick Days (Section 41(j))  
Unit members eligible who satisfy the eligibility requirements set forth in Section 41(j) of the Retirement and Social Security law may elect to receive service credit for unused, unpaid sick leave days at retirement.

### **Section 4. Death in the Immediate Family**

- 4.1 A staff member may be absent without loss of pay for not more than five (5) days when a death occurs in the immediate family.
- 4.2
  1. Such allowances for death in the family are not accumulative.
  2. The immediate family is defined as: spouse, domestic partner, child, parent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchild, step parent, step child, step grandchild. For the purpose of defining the immediate family in the

instance of death in the family, other persons residing in the household of the staff member shall be included.

- 4.3 A staff member may be absent without loss of pay to attend the funeral of a relative or friend. Such absence without the loss of pay shall not exceed one (1) day.
- 4.4 Under unusual circumstances allowable leaves of absences may be extended at the discretion of the District Superintendent.
- 4.5 In the case of a death in the immediate family of an employee working during summer school, a staff member may be absent without loss of pay for up to 3 days. If the unit member is out for the full 5 days, two days would be without pay.

### **Section 5. Parental Leave**

- 5.1 Upon request by a staff member, a leave of absence for child rearing may be granted for a period of time not to exceed two (2) years, without pay (one (1) year for those members under the jurisdiction of the Monroe County Civil Service Commission). If a unit member requests and is granted parental leave, leave must be taken immediately following the birth or adoption of a child.
- 5.2 Whenever possible, reinstatement will be made to the same position that staff member left. If this position is not available, reinstatement will be made to as nearly comparable a position as possible.
- 5.3 The duration of this leave of absence shall not be included in crediting experience toward salary or other benefits.
- 5.4 Each individual shall be responsible for maintaining payments of their health and/or dental plans, if carried through BOCES #1, while on leave.

### **Section 6. Leave for Professional Study**

- 6.1 Any certified faculty member who has received tenure is eligible for a professional leave.
- 6.2 It is understood that the benefit derived from the leave should result in an observable unique contribution to the BOCES program. The unit member is expected to return to employment at the agreed upon date and provide this contribution for a period of three full contract years. If the unit member voluntarily resigns employment prior to the end of this three-year period, they must repay one-half the amount of the salary and tuition reimbursement received during the period of the leave.
- 6.3 A leave will be granted according to the perceived benefit to the BOCES program.
- 6.4 The remuneration to the individual will be made on a sliding scale from a minimum of full tuition to a maximum of ½ salary plus ½ tuition, depending on the perceived value to the BOCES program.
- 6.5 A leave will be for ten (10) months or less.

- 6.6 The application for a leave should include; the time involved, content of the program, estimated cost to BOCES, benefits accruing to BOCES, and benefits accruing to the individual.
- 6.7 Applications may be originated by individuals or may be proposed by the District Superintendent for particular individuals and programs.
- 6.8 The appointments to a leave for professional study will be made in the same matter as other appointments - recommended by the District Superintendent and approved by the Board.
- 6.9 The mini-grant committee will be asked to comment on the application for professional leave prior to the District Superintendent's recommendation.
- 6.10 The maximum amount allocated annually shall be 1/4 of one percent (1%) of the total budgeted salaries for the certified staff in the negotiating unit.
- 6.11 The Blue Cross/Blue Shield or any other equivalent insurance plan shall be maintained for a person on professional leave.
- 6.12 The time spent on leave for professional study shall be credited toward retirement under the New York State System on a basis of rate of pay of the leave granted.

#### **Section 7. Personal Business Leave**

- 7.1 Two (2) days personal business leave with full pay shall be available to each professional staff person upon notification of his/her immediate supervisor and approved by the District Superintendent, or designee. An example of such a request is "I request May 5 as a personal business day." It is understood that these days are to be used for situations that can only be resolved during the school day.
- 7.2 Persons taking personal business days on the day before a holiday or recess begins, or on the day after the holiday or recess ends, must have approval of the District Superintendent or his/her designee. A specific reason must be attached to the personal day request form; thereafter, a determination will be sent to the member notifying him/her of the approval/disapproval.
- 7.3 Unused personal business leave days shall be added to accumulated sick days at the end of each school year. The maximum accumulation of unused sick days and personal business leave days shall not exceed 275 days.
- 7.4 Personal leave is leave which shall be available for the conduct of personal business which cannot be conducted outside of normal school hours. Such leave shall not be used for social and recreational purposes or for litigation against the BOCES, its employees or the Board of Education or for seeking other employment, or for conducting activities on behalf of the Association, its affiliates, or any other organization. In consideration of these stipulations, no specific reasons need be given when requesting personal leave, except when such day is requested before or after a holiday or recess. However, an employee must have a reason which conforms to this section.

7.5 Under unusual circumstances allowable leaves of absences may be extended at the discretion of the District Superintendent.

7.6 Carryover of Up to One (1) Personal Day

Effective July 1, 2014, unit members may carry over up to one (1) earned but unused Personal Day into a Personal Day Bank. If a unit member has three (3) Personal Days on June 30, then any additional Personal Days will be added to their accumulated sick days.

7.7 Personal leave may be used in quarter day increments.

## **Section 8. Proration of Sick and Personal Leave**

8.1 Unit members who commence work in September shall be entitled to sick and personal days provided for in the agreement. Those who commence work in the months following September shall have their sick and personal days prorated in accordance with the number of months worked.

8.2 For purpose of determining leave accruals and charges against credited leave time, a day shall be defined as the individual unit member's normal work day. For example, a unit member who is employed on a half time basis (or .5 FTE) who is absent for his or her entire work period during a day will be charged one (1) day for the absence. Similarly, the unit member will be credited one (1) day for attendance purposes if he or she is present for his or her entire work day.

## **Section 9. Jury Duty**

9.1 Unit members shall notify their Supervisor upon receipt of a jury summons of the number of days and dates of jury duty. Unit members must provide to Human Resources proof of service showing the dates of jury service in order to be paid. Unit members called to Jury Duty will be paid their regular rate of pay while serving.

## **Section 10. Other Leaves**

10.1 Upon request by a staff member, the BOCES #1 Superintendent may, at his/her discretion, grant a maximum of two (2) days leave per year with pay to an employee for situations not covered by any other leave of absence.

Examples of situations acceptable:

- a. religious holidays.
- b. legal business matters that cannot be handled after school and personal business days are used up.

10.2 Part-Time Leave

Upon request of a unit member, a unit member may be granted a part-time leave upon application to and approval by the District Superintendent. A part-time leave shall be granted for no more than one semester per leave request and shall consist of a leave of no less than .5 of a day or .5 of a week. Part-time leave may be combined with unpaid leaves. In the event a part time leave is denied, the District Superintendent will state the reason(s) for the denial in writing upon the written request of the unit member.

### **Section 11. Return Date From Unpaid Leaves**

- 11.1 Any employee on an unpaid leave of absence will normally be required to return to work at the beginning of a semester or school year or summer session.
- 11.2 Notwithstanding the provisions of section 11.1, upon at least twenty (20) days notice and at a date mutually agreed upon by the unit member and the District Superintendent of Schools, a unit member may with the consent of the District Superintendent of Schools return from a leave of absence at another time.

### **Article XII REIMBURSEMENT FOR LOSS**

The BOCES will reimburse unit members for the reasonable costs of replacing or repairing dentures, eye glasses, hearing aids or clothing not covered by Workers' Compensation which are damaged, destroyed or lost as a result of an incident sustained in the course of the unit member's employment with the BOCES when the unit member has not been personally negligent with respect to the incident. The unit member must report the incident to the supervisor as soon as possible to be eligible for reimbursement.

### **Article XIII GRIEVANCE**

#### **Section 1. Definitions**

- 1.1 Grievant - shall mean any regular employee or group of employees whose position is included within the negotiating unit.
- 1.2 Representatives - shall mean the person designated by the aggrieved employee as his/her counsel or to act in his/her behalf.
- 1.3 Grievance - shall mean a complaint by a unit member or group of unit members in the negotiating unit that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of this agreement.
- 1.4 Immediate Supervisor - shall mean that non bargaining unit person who has been designated as such and most routinely gives the employee assignments, oversees duties, and who would administratively initiate evaluations of an employee's performance.

- 1.5 School Day - shall mean any day on which the central administrative offices of BOCES #1 are open for business.

## **Section 2. Basic Principles**

- 2.1 It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The settlement of the grievance at the earliest possible stage is encouraged.
- 2.2 A grievant shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal by either the employer or the employee organization.
- 2.3 A grievant shall have the right to be represented at any stage of the procedures by a person or persons of his own choice.
- 2.4 Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
- 2.5 All hearings shall be confidential.
- 2.6 The number of days provided for the presentation and processing of grievances in each step of the grievance procedure establishes the maximum time limits and any grievance not presented within the time limits provided at each respective step of the grievance procedure shall be deemed withdrawn, provided however, the time limits set forth herein may be extended by mutual agreement between the board, or its representative, and the aggrieved employee and/or the President of the Unit or his designee.
- 2.7 Unit members shall not discuss or process grievances during work time unless they have requested and received permission to do so from their supervisor.
- 2.8 It shall be the responsibility of the chief administrator of BOCES #1 to take steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him within the time specified in these procedures. Failure of an administrator to respond within the appropriate time limits shall move the grievance to the next stage.

## **Section 3. Procedures**

### **3.1 Immediate Supervisor**

Informal Stage 1 The aggrieved party shall orally present his/her grievance to his/her immediate supervisor who shall orally and informally discuss the grievance with the aggrieved party. The immediate supervisor shall render his/her determination to the aggrieved party within five school days after the grievance has been presented to him/her. A grievance must be submitted at this stage within thirty (30) calendar days

of the date when the grievant knew or should have known of the event upon which the grievance is based. The grievance shall be deemed waived unless it has been submitted within the specified time limit. If such grievance is not satisfactorily resolved at this stage the aggrieved party may proceed to the second stage.

### 3.2 District Superintendent of Schools

Stage 2 (a) Within seven (7) school days after a determination has been made at the preceding stage, the aggrieved party may make a request in writing to the District Superintendent of Schools for review and determination.

(b) The District Superintendent of Schools shall immediately notify the aggrieved party's immediate supervisor to inform him/her within five school days setting forth the specific nature of the grievance, the facts relating thereto, and the determination previously rendered.

(c) The decision of the District Superintendent of Schools shall be made within ten (10) school days of the receipt of the facts relating to the grievance.

(d) Submission of a grievance at this stage shall constitute the sole means for resolving the grievance. 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 an employee to thereafter seek recourse by means of the grievance procedure.

### 3.3 Stage 3 Arbitration

If the grievance is not adjusted satisfactorily at Stage 2, the aggrieved employee and the BUP may submit the grievance to arbitration by submitting a written notice to the District Superintendent of Schools within seven (7) school days of the Stage 2 determination.

If the parties are unable to agree upon an arbitrator within ten (10) days after written notice of submission to arbitration, a request for a list of arbitrators may be made to the American Arbitration Association. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

1. The Arbitrator's Award shall set forth his/her findings of fact, reasons and conclusions of law on only that issue submitted for determination.
2. The Arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement.
3. The Arbitrator shall not usurp the functions of the Board of Education under the law.
4. The Arbitrator's Award shall not be contrary to or extend any provision of law, or any other rule or regulation having the force and effect of law.

5. No Arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties. The Arbitrator's remedy shall extend only to the grievant(s).
6. The Arbitrator's Award shall be final and binding on the parties.
7. The fees and expenses of the Arbitrator, and the costs of the hearing room, shall be shared equally by the Employer and the BUP. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor of the expenses of witnesses or participants called by the other.

**GRIEVANCE FORM**

**LEVEL OF GRIEVANCE**

**DATE**

GRIEVANT \_\_\_\_\_

DIVISION/SCHOOL \_\_\_\_\_

DID YOU BRING THIS MATTER TO THE ATTENTION OF YOUR SUPERVISOR PRIOR TO FILING THIS GRIEVANCE?   YES     NO   (check one)

GRIEVANCE \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SETTLEMENT DESIRED \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
GRIEVANT'S SIGNATURE/SIGNATURES

Each grievant must sign the grievance form.

REPLY \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
ADMINISTRATOR/RESPONDENT'S SIGNATURE

\_\_\_\_\_  
DATE

**Article XIV  
SALARY**

**Section 1. Teacher Salary – 2017-2018, 2018-2019, 2019-2020 School Years**

- Effective July 1, 2017, Association members on the Teacher/RN Salary Schedule will receive a wage increase on their 2016-17 salary:

Those on steps 1-6 for the 2016-17 school year 2.7%, plus \$850 to base

Those on steps 7-13 for the 2016-17 school year 2.7%, plus \$1,050 to base

Those on steps 14 above or off step for 2016-17 2.7%, plus \$1,350 to base

- Effective July 1, 2018, all returning unit members on the Teacher/RN Salary Schedule will receive a 3.2% wage increase on their June 30, 2018 salary.
- Effective July 1, 2019, all returning unit members on the Teacher/RN Salary Schedule will receive a 3.2% wage increase on their June 30, 2019 salary.

	2017-18	2018-19	2019-20
1	\$43,799.00	\$44,456.00	\$45,123.00
2	\$45,167.00	\$45,201.00	\$45,879.00
3	\$46,041.00	\$46,613.00	\$46,648.00
4	\$46,931.00	\$47,515.00	\$48,105.00
5	\$47,839.00	\$48,433.00	\$49,036.00
6	\$48,483.00	\$49,370.00	\$49,983.00
7	\$49,337.00	\$50,035.00	\$50,950.00
8	\$50,000.00	\$50,916.00	\$51,637.00
9	\$50,959.00	\$51,600.00	\$52,546.00
10	\$51,937.00	\$52,590.00	\$53,252.00
11	\$52,938.00	\$53,599.00	\$54,273.00
12	\$53,954.00	\$54,633.00	\$55,315.00
13	\$54,989.00	\$55,681.00	\$56,382.00
14	\$57,158.00	\$56,749.00	\$57,463.00
15	\$58,816.00	\$58,988.00	\$58,565.00
16	\$60,717.00	\$60,699.00	\$60,876.00
17	\$62,599.00	\$62,660.00	\$62,642.00
18	\$64,938.00	\$64,603.00	\$64,666.00
19	\$66,350.00	\$67,017.00	\$66,671.00
20	\$70,982.00	\$68,474.00	\$69,162.00
21	\$74,450.00	\$73,254.00	\$70,666.00
22	\$79,437.00	\$76,833.00	\$75,599.00
23	\$81,940.00	\$81,979.00	\$79,292.00

Any increase beyond step 23 will be at the approved contractual percentage.

## **Section 2. Associate Teacher/Interpreter/Crisis Intervener/LPN Salary Schedule:**

Effective July 1, 2017, Association members on the Associate Teacher/Interpreter/Crisis Intervener/LPN Salary Schedule will receive a 2.7%, plus \$500 to base wage increase on their 2016-17 salary:

Effective July 1, 2018, all returning unit members on the Associate Teacher/Interpreter/Crisis Intervener/LPN will receive a 3.2% wage increase on their June 30, 2018 salary.

Effective July 1, 2019, all returning unit members on the Associate Teacher/Interpreter/Crisis Intervener/LPN will receive a 3.2% wage increase on their June 30, 2019 salary.

	2017-18	2018-19	2019-20
1	\$29,411.00	\$29,853.00	\$30,301.00
2	\$30,259.00	\$30,353.00	\$30,809.00
3	\$30,845.00	\$31,228.00	\$31,325.00
4	\$31,443.00	\$31,833.00	\$32,228.00
5	\$32,053.00	\$32,450.00	\$32,852.00
6	\$32,485.00	\$33,079.00	\$33,489.00
7	\$32,925.00	\$33,525.00	\$34,138.00
8	\$33,370.00	\$33,979.00	\$34,598.00
9	\$34,014.00	\$34,438.00	\$35,067.00
10	\$34,671.00	\$35,103.00	\$35,541.00
11	\$35,344.00	\$35,781.00	\$36,227.00
12	\$36,025.00	\$36,476.00	\$36,926.00
13	\$36,724.00	\$37,178.00	\$37,644.00
14	\$37,432.00	\$37,900.00	\$38,368.00
15	\$38,156.00	\$38,630.00	\$39,113.00
16	\$38,891.00	\$39,377.00	\$39,867.00
17	\$39,552.00	\$40,136.00	\$40,638.00
18	\$40,196.00	\$40,818.00	\$41,421.00
19	\$40,816.00	\$41,483.00	\$42,125.00
20	\$41,391.00	\$42,123.00	\$42,811.00
21	\$42,014.00	\$42,716.00	\$43,471.00
22	\$43,041.00	\$43,359.00	\$44,083.00
23	\$43,597.00	\$44,419.00	\$44,747.00

Any increase beyond step 23 will be at the approved contractual percentage.

### **Section 3.**

- 3.1 In order to be moved to the next step on the new salary schedule for each year of the agreement, a unit member must have been in active service and paid at their previous step for a minimum of five (5) months. Unit members who have been in active service and paid for less than five (5) months on their previous step will retain that same step placement on the next salary schedule, provided that for the new school year such unit member will not receive less than their salary in the prior school year.
- 3.2 Step placement will be retained at the expiration of this agreement until terms of a successor agreement are agreed upon.

### **Section 4. Reimbursement for Approved Expenses**

- 4.1 Approved mileage, conference, petty cash and other reimbursable expenses shall be paid to the unit member no later than thirty (30) days after the filing of a properly completed expense claim with the business office within the appropriate reimbursement cycle.

### **Section 5. ESY Paychecks**

- 5.1 ESY staff members appointed by the Board of Education on or before the first board meeting in the month of June shall be paid semi-monthly during the summer session with the first paycheck to be issued no more than twelve (12) days after the commencement of summer classes.

### **Section 6. Dual Credit Courses**

- 6.1 Those unit members teaching a dual credit course, accredited with a local college/university, shall receive a stipend as follows:
- 2014-2015 School Year: \$150 per college credit hour
  - 2015-2016 School Year: \$75 per college credit hour
  - 2016-2017 School Year: \$150 per course
- 6.2 Requests for reimbursement must be submitted on or before October 1st and on or before February 1st of each year. Reimbursement payments will be made within thirty (30) days of January 30th and June 30th.
- 6.3 Unit members who are required to attend meetings outside of the work and/or participate in training sessions outside of their work day in order to teach dual credit courses shall be compensated at the negotiated curriculum writing rate. The current rate is \$30 an hour.

### **Section 7. License Fees**

- 7.1 Those unit members who are required by law to maintain a current license in order to be employed will be compensated the equivalent of 15% of the license fee in the year of renewal.
- 7.2 Requests for reimbursement must be submitted within thirty (30) days of renewal. Reimbursement payments will be made no later than within thirty (30) days of June 30<sup>th</sup>.

## **Section 8. Extra Duty Stipends**

8.1 Extra duty stipends for BOCES will be paid in accordance with the attached chart. (Appendix 1))

## **Article XV FACILITIES, STUDENT TEACHERS AND VISITATIONS**

### **Section 1. Teacher Facilities**

- 1.1 The following facilities will be provided for teachers in the negotiating unit where feasible.
1. Space in which teachers may store instructional materials and supplies;
  2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
  3. Desk space, and chair for each teacher; and
  4. Lockable drawer or closet in the unit member's work place;
  5. Well lighted, properly equipped and clean restrooms;
  6. Access to an appropriately furnished faculty room;
  7. Access to a telephone for the purpose of conducting school business;
  8. Adequate dining facilities separate from student areas;
  9. Intercoms or other communication device so that unit members can communicate with the building office from their classroom or shop.
- 1.2 BOCES #1 will make a reasonable attempt to accommodate the needs of handicapped members of the negotiating unit.

### **Section 2. Student Teachers**

- 2.1 Except in an emergency situation, before a student teacher is assigned to a member of the bargaining unit, the BOCES shall obtain such member's voluntary consent, in writing, at least 10 school days prior to the commencement of the assignment. A student teacher shall not be assigned to a probationary teacher.

### **Section 3. Visitations**

- 3.1 Upon request and approval by the program director, a unit member may in those instances where it is appropriate be granted an opportunity to visit a program within or outside BOCES #1 to assist in determining the proper placement of a student.

**Article XVI  
ASSOCIATION RIGHTS**

**Section 1. BUP Time at Faculty Meetings**

- 1.1 Following the conclusion of faculty meetings called by the Principal, including opening day orientation meetings, BUP representatives will be given an opportunity to discuss BUP business.

**Section 2. Communications and Use of Facilities**

- 2.1 The BUP shall have the following rights:

1. Subject to established BOCES #1 policies and regulations, to use the following BOCES #1 facilities and equipment at cost:
  - a. Buildings and facilities for the purpose of BUP meetings.
  - b. Computers, printer, and copier for BUP business.
  - c. Faculty bulletin boards, mailboxes, and school delivery services for BUP business.
2. The President of the BUP shall receive a copy of the official minutes of the Board of Education meetings as soon as they are prepared, typed and duplicated.

**Section 3. Dues Deduction**

- 3.1 The Board agrees to deduct monies from the salary of employees who have authorized the payment of dues to the BOCES United Professionals, NYSUT/AFT, AFL CIO and its affiliates and to transmit such monies thus deducted promptly to the BUP. The Association shall notify the BOCES payroll office, in writing, of the amount of dues to be deducted. The Association shall also certify the amount of dues to be deducted for each of the organizations involved for the current fiscal year.

Deductions will commence with the first paycheck in September and shall continue in equal installments coinciding with remaining pay periods in the fiscal year.

Employees new to the BOCES shall have said dues deducted from their salaries in equal installments coinciding with the remaining pay periods in the fiscal year upon notification to the payroll office of the amount to be deducted.

The BUP and the individual employees covered by this agreement hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. The BUP agrees to indemnify BOCES #1 from any loss incurred as a result of the deduction of monies from paychecks of members of the negotiating unit.

### **3.2 VOTE-COPE/Benefit Trust**

The BOCES agrees to deduct from the pay of each unit member payments to the New York State United Teachers' Benefit Trust Fund and to VOTE/COPE, providing that there is on file with the BOCES a current written authorization executed by the unit member authorizing said deduction by the BOCES.

The BUP hereby agrees to indemnify and hold harmless the BOCES from any and all claims, disputes, or damages sustained as a result of making the deduction.

## **Section 4. Release Time and Office Space**

### **4.1 Release Time**

It is agreed that each person holding the offices of Co-President of BOCES United Professionals, NYSUT/AFT, AFL-CIO shall each be released from teaching duties up to one day per week to attend meetings or conferences and otherwise conduct union business as specified below. Such release time shall be charged to school business.

Co-President whose teaching assignment is as a Classroom Teacher: One-half day release per week as mutually agreed upon by the teacher and their supervisor. Should additional time be necessary in the week, the equivalent of one-half day shall be released during such time that is non-instructional within the teacher's school day.

Co-President whose teaching assignment is Itinerant: He/she shall have the equivalent of .2 FTE release time per week, as mutually agreed upon by the teacher and their supervisor.

The Vice President, Secretary, Treasurer, and Delegates of BOCES United Professionals may use non-instructional/professional service delivery time as needed to conduct BUP business so long as long as professional obligations are satisfied.

It is assumed that the activities during this release time will not cause interruptions with the normal operations of BOCES, Monroe #1.

### **4.2 Office Space**

If available and subject to the sole discretion of BOCES #1, the BOCES United Professionals, NYSUT/AFT, AFL-CIO shall be furnished office space in a mutually agreed upon location.

### **4.3 Association Release Time**

Upon prior approval of the Superintendent, the Association will be granted up to an aggregate maximum of 40 days each year of release time for unit members for the purpose of conducting union business. Documentation may be requested by the Superintendent for use of such days.

## **Section 5. Labor-Management Committee**

A Labor-Management Committee will be formed to discuss areas of concern. The Committee will have no more than six members; three selected by the District Superintendent and three selected by the BUP Co-Presidents. The Committee will meet monthly.

It is agreed that either party may submit issues in the form of questions to be considered by the Committee.

## **Article XVII REGISTERED SCHOOL NURSES AND LICENSED PRACTICAL NURSES**

### **Section 1. Workweek.**

If a particular assignment requires scheduled work hours beyond 37.5 hours per week, the unit member will be paid at his/her hourly rate (unless entitled to overtime under applicable laws).

### **Section 2. Assignments.**

Whenever feasible, volunteers will be solicited when filling an assignment in a location where the regular work day extends beyond 7.5 hours per day or 37.5 hours per week. If no volunteers, the assignment will be determined based on the following considerations:

- Best interests of children
- Individual Health Plan/Section 504 Plan requirements and/or applicable School Health requirements
- School/building request
- Individual qualifications (including, for example, previous experience of unit member)
- Seniority

### **Section 3. Notification of Assignment.**

Where feasible, BOCES will provide each RN and LPN a notice of tentative assignment for the next school year, which specifies location and/or program, by June 30 of each year. It is understood and agreed that the assignment is subject to change depending upon the needs of BOCES #1 in providing school health services.

### **Section 4. Nurse/Student Ratio.**

BOCES shall make reasonable efforts to maintain a maximum nurse/student ratio as recommended by the New York State Association of School Nurses (current recommendation is 1:750).

**Article XVIII  
COMPLETE AGREEMENT**

**Section 1.**

This agreement shall constitute the full and complete commitments of the Board of Cooperative Educational Services for the First Supervisory District of Monroe County to the BOCES United Professionals, NYSUT/AFT, AFL-CIO. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to terms and conditions of employment and other subject or matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, BOCES #1 and the Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to negotiate collectively with respect to any term and condition of employment or any other subject or matter not specifically referred to or covered in this agreement that was known or should have been known by either or both of the parties at the time that they negotiated or signed this agreement.

**Article XIX  
SAVINGS CLAUSE**

**Section 1.**

If any provision of the agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications will continue.

**Article XX  
DURATION CLAUSE**

**Section 1.**

Except as otherwise provided within the provisions contained herein, and having been ratified by both parties, this agreement shall take effect July 1, 2017 and shall continue in full force and effect until June 30, 2020. This agreement shall apply to employees in the negotiating unit who are or were in active during the duration of this the agreement.

**Section 2. TAYLOR LAW, SECTION 204-A. AGREEMENTS BETWEEN EMPLOYERS AND EMPLOYEE ORGANIZATIONS.**

- 3.1 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.
- 3.2 EVERY EMPLOYEE ORGANIZATION SUBMITTING SUCH A WRITTEN AGREEMENT TO ITS MEMBERS FOR RATIFICATION SHALL PUBLISH SUCH NOTICE, INCLUDE SUCH NOTICE IN THE DOCUMENTS ACCOMPANYING SUCH SUBMISSION AND SHALL READ IT ALOUD AT ANY MEMBERSHIP MEETING CALLED TO CONSIDER SUCH RATIFICATION.
- 3.3 WITHIN SIXTY (60) DAYS AFTER THE EFFECTIVE DATE OF THIS ACT, A COPY OF THIS SECTION SHALL BE FURNISHED BY THE CHIEF FISCAL OFFICER OF EACH PUBLIC EMPLOYER TO EACH PUBLIC EMPLOYEE. EACH PUBLIC EMPLOYEE EMPLOYED THEREAFTER SHALL, UPON SUCH EMPLOYMENT, BE FURNISHED WITH A COPY OF THE PROVISIONS OF THIS SECTION.

**FOR THE EMPLOYER**



**Daniel T. White**  
**District Superintendent**

**FOR THE UNION**



**Joseph W. Alati**  
**Co-President**



**Andrew B. Jordan**  
**Co-President**

Resolution of the Board of Education of Board of Cooperative Educational Services of the First Supervisory District of Monroe County implementing subject agreement where needed and providing necessary funds therefore was passed on 9/17/17.



**District Clerk**

