

AGREEMENT

BETWEEN

MONROE #1 BOCES

AND

**MONROE #1 BOCES PARAPROFESSIONAL ASSOCIATION,
NYSUT/AFT/NEA, AFL-CIO**

EFFECTIVE JULY 1, 2020 – JUNE 30, 2024

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ARTICLE 1 RECOGNITION

The Board of Education of the Board of Cooperative Educational Services for the First Supervisory District of Monroe County ("BOCES") hereby recognizes the Monroe #1 BOCES Paraprofessional Association, NYSUT/AFT/NEA, AFL-CIO ("Association") as the exclusive bargaining representative for employees in the following unit:

Included: All full-time and part-time Paraeducators, School Aides, Teacher Aides, Senior Teacher Aides, Master Paraeducators, American Sign Language (ASL) Teacher Assistants, Notetakers, Scribes, Captionists, Signing Skills Coaches, Full-Time Signing Skills Coach Staff Substitutes, ABA Skills Coaches, Cued Speech Transliterators (CST) Skills Coaches, Job Coaches, and Substitutes in unit positions for longer than 30 school days employed by Monroe #1 BOCES.

Excluded: All other employees including teacher aide liaison.

ARTICLE 2 ASSOCIATION RIGHTS

Section 1. Dues Deduction

The Board agrees to deduct monies from the salary of unit members and to transmit such monies thus deducted promptly to the Association.

In the event of a change in the Taylor Law agency fee provision, the Association shall submit a list of members to the Payroll Office for whom dues shall be deducted. The Association shall also certify the amount of dues to be deducted for the organization involved for the current fiscal year.

In the event of a change in the Taylor Law agency fee provision, authorization for such deductions shall be in writing utilizing the Association's enrollment form, signed by the individual and placed on file prior to the first day of classes in September. The authorization shall be considered a permanent authorization for the deduction of dues for the duration of the unit member's employment in BOCES unless the unit member notifies the Association in writing that he/she no longer wishes dues to be deducted. The authorization shall provide for the fluctuation of the total amount to be deducted in subsequent years because of dues increases or decreases.

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 and those who begin employment after the start of the school year shall have said dues/agency fees deducted from their salaries in equal installments coinciding with the remaining pay periods in the fiscal year.

The BOCES agrees to present a copy of a letter written by the President of the Association to each new employee who is a member of the bargaining unit at the new employee's orientation meeting. The letter shall provide information regarding the Association and the dues deduction procedure.

The Association 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 Association agrees to indemnify BOCES from any loss incurred as a result of the deduction of monies from paychecks of members of the negotiating unit.

Section 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 Association 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.

ARTICLE 3 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 service operations, the business and service 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 right to discipline, suspend with or without pay and discharge employees; to hire, layoff, 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 Association.

Section 3.

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

ARTICLE 4 PROCEDURE AND PHILOSOPHY

Section 1.

The Association 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 Association continues to be committed to the concept of cooperation with the BOCES Board and administration, as well as with the Boards 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 participants in our program.

Section 3.

The Association and the District Superintendent of BOCES are also committed to the idea of encouraging and expediting more and better communication among staff members, between BOCES and the component districts, and between staff and the administration, and the Board of BOCES.

Section 4.

The results of discussions between the parties appear in this Agreement published mutually by the Association and the District Superintendent.

ARTICLE 5 GRIEVANCE PROCEDURE

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

Section 2. Basic Principles

- 2.1 It is the intent of these procedures to provide for the orderly settlements 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 the Association.

- 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 District Superintendent, or his/her representative, and the aggrieved employee and/or the President of the Unit of his/her 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 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 (5) school days after the grievance has been presented to him/her. A grievance must be submitted at this stage within thirty (30) school 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 (5) 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. Submission of a grievance at this stage shall constitute the sole means for resolution. 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 Arbitration

If the grievance is not adjusted satisfactorily at Stage 2, the aggrieved employee and the Association 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) school days after written notice of submission to arbitration, a request for 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 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 regulations having the force and effect of law, or the provision of any federal, state or local grant applicable to programs served by unit members.

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 Association. 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.

ARTICLE 6 LEAVES OF ABSENCE

Section 1. Sick Leave

At the beginning of the school year each unit member will be granted fifteen (15) days of sick leave to cover absence of the unit member due to personal illness or illness in the immediate family as defined in Section 3, without loss of pay. Up to fifteen (15) unused sick leave days shall be carried over to the following school year.

Unused sick leave days may accumulate from year to year to a maximum of two hundred fifty (250) days in 2012-13 and 2013-14, and 275 days in 2014-15 to be used for personal illness. Unit members are encouraged to bank sick days in order to build their own short-term disability bank.

The District Superintendent may, at his discretion, grant an additional allocation of sick leave to a unit member who has exhausted his/her sick leave accumulation. Such advance of sick leave may be deducted from future years' sick leave accumulations.

A unit 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.

A unit 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.

Unit members will receive a notice of accumulated sick leave days in September of each school year.

As of September 2011, unit members may request and take sick leave in 2-hour increments to be used for doctor, dentist, or therapy appointments for themselves or family members. Unit members shall provide 48 hours' notice of appointment when electing to take sick 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 within five (5) school days of return to work. The BOCES and BPA shall work together to create a medical appointment verification form for use by unit members throughout the BOCES.

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.
- 2.2 Any requests for the Sick Leave Bank will be directed to the Director of Human Resources.
- 2.3 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.
- 2.4 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.
- 2.5 Effective July 1, 2004, each unit member shall contribute two of his or her accumulated sick leave days to the bank. Newly hired unit members will contribute one day to the bank in their first year of employment and one day in their second year of employment. If the sick leave bank falls below 150 days, unit members will contribute an additional day to the bank. Unused days in the bank will be carried over into the next year.
- 2.6 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. Under no

circumstances shall a unit member draw from the sick bank during the first 40 consecutive workdays of illness. Only one 40 consecutive day waiting period is required per specific medical condition. Eligibility to draw from the sick bank may commence on the 41st day of the illness as determined by the Committee.

- 2.7 The unit member shall 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.
- 2.8 No unit member shall be permitted to use in excess of sixty (60) days for the same medical incident.
- 2.9 The sick leave bank may not be used for a unit member on an unpaid leave of absence.

Section 3. Bereavement Leave

A unit member may be absent without loss of pay for up to and including five (5) days when a death occurs in the immediate family.

Such allowances for death are not accumulative.

The immediate family is defined as: spouse, child, parent, brother, sister, father-in-law, mother-in-law, grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepparents, stepchildren, step grandchildren, step grandparent, and domestic partner. For the purpose of defining the immediate family in the instance of death in the family, other persons residing in the household of the unit member shall be included.

A unit member may be absent without loss of pay to attend the funeral of a relative not considered immediate family or friend for up to and including one (1) day .

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

Section 4. Personal Business Leave

Two (2) personal business leave days with full pay shall be available to each unit member upon notification to 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.

Unit members 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.

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 two hundred and fifty (250) days for 2012-13 and 2013-14, and two hundred and seventy-five (275) days for 2014-15.

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.

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

Section 5. Jury Duty

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

Section 6. Parental Leave

Upon request by a unit member, a leave of absence for child rearing may be granted for one (1) year, without pay, 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. Extenuating circumstances will be considered by the District Superintendent.

Upon request by a unit member, one (1) additional year of parental leave may be granted, if the unit member returns to his/her position and serves continuously for three (3) months at the end of the initial one (1) year parental leave. In extenuating circumstances the three (3) month rule may be waived by the District Superintendent.

In no case may a parental leave of absence exceed, in aggregate, two (2) years from the date of commencement of the leave.

Whenever possible, reinstatement will be made to the same position the unit member left. If this position is not available, reinstatement will be made to as nearly comparable a position as possible.

The duration of this leave of absence shall not be included in crediting experience toward salary or other benefits, including seniority.

Except as provided in Section 7 (FMLA), a unit member may continue membership in the BOCES Health and Dental Program. The process for prepayment monthly billing will be explained to unit members wishing to continue membership by the Human Resources Office. Failure to meet prepayment deadlines may result in cancellation of health insurance benefits.

Section 7. Family and Medical Leave Act

All leave and benefit provisions of this agreement will be counted towards the Family and Medical Leave Act where applicable. FMLA leave and benefits will be applied for eligible unit members if the contractual leave and benefits provide less than FMLA.

Unit members may request up to one year for medical leave. Appropriate documentation and leave paperwork must be completed and submitted to Human Resources for approval by the Monroe #1 BOCES Board of Education.

Section 8. Proration of Sick and Personal Leave

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.

For purpose of determining leave accruals and charges against credited leave time, a day shall be defined as the individual unit member's normal workday. 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 workday.

Section 9. Other Leaves

Upon request by a staff member, the BOCES 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 include but are not limited to:

- a. Religious holidays.
- b. Legal business matters that cannot be handled after school when personal business days are used up.
- c. Personal emergencies, which are beyond the unit members' control.

Section 10. Return Date from Unpaid Leaves

Any unit member on an unpaid leave of absence may return to work at a date mutually agreed upon by the unit member and the District Superintendent. The unit member must provide the District Superintendent with at least twenty (20) school days notice of his/her intent to return to work. Whenever possible, reinstatement will be made to the same position the unit member left. If this position is not available, reinstatement will be made to as comparable position as possible.

ARTICLE 7 INSURANCE

Section 1. Medical Insurance

- 1.1 Effective January 1, 2001, Blue Million will not be made available to unit members hired on or after January 1, 2001.
- 1.2 Effective July 1, 2007 – BOCES plans will be RASHP 2 Blue Point 2 health plans. BOCES will pay 90% of the premium for the RASHP Blue Point 2 Select.
- 1.3 Effective January 1, 2010, BOCES will pay 90% of the premium cost of the RASHP2 \$20 co-pay plan (currently known as Blue Point 2 Value) for full-time unit members. Full-time unit members may select other RASHP2 plans. If another plan is selected, the unit member will pay the difference between the BOCES contribution and the total premium cost of the plan.
- 1.4 Effective January 1, 2017, BOCES will pay 89% of the premium cost of the RASHP2 Blue Point 2 Value plan for full-time unit members. Full-time unit members may select other RASHP2 plans. If another plan is selected, the unit member will pay the difference between the BOCES contribution and the total premium cost of the plan.

Effective January 1, 2018, BOCES will pay 87.5% of the premium cost of the RASHP2 Blue Point 2 Value plan for full-time unit members. Full-time unit members may select other RASHP2 plans. If another plan is selected, the unit member will pay the difference between the BOCES contribution and the total premium cost of the plan.

- 1.5 Unit members who take Blue Point 2 Select will receive \$325 annually from the district, (effective 1/1/08) into the 105 plan consistent with IRS rules.
- 1.6 Unit members who take Blue Point 2 Value will receive \$325 annually from the district, (effective 01/01/08) into the 105 plan consistent with IRS rules
- 1.7 Effective January 2, 2011, all full-time unit members who select either the RASHP2 \$15 co-pay plan (currently known as Blue Point 2 Select) or \$20 co-pay plan (currently known as Blue Point 2 Value) will receive \$350 annually from the BOCES that will be placed into a 105 plan consistent with IRS rules.
- 1.8 Effective January 1, 2013, all full-time unit members who select RASHP2 Value will receive \$400 annually and members who select RASHP2 Select will receive \$375 annually from the BOCES that will be placed into a 105 plan consistent with IRS rules.
- 1.9 Effective January 1, 2017, all full-time unit members who select the RASHP2 Blue Point 2 Value Plan will receive \$450 annually and members who select the RASHP2 Blue Point 2 Select Plan will receive \$375 annually from the BOCES that will be placed into a 105 plan consistent with IRS rules.

Effective January 1, 2018, all full-time unit members who select the RASHP2 Blue Point 2 Value Plan will receive \$500 annually and members who select the RASHP2 Blue Point 2 Select Plan will receive \$375 annually from the BOCES that will be placed into a 105 plan consistent with IRS rules.
- 1.10 Effective January 1, 2001, eligible unit members who elect not to take health insurance from the BOCES for the entire calendar year will receive an annual stipend of \$750, one-half payable in June and one-half 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, or is on an unpaid leave, or is part-time during the calendar year, the stipend

will be pro-rated accordingly. The amount increases to \$850 effective January 1, 2002.

- 1.11 Effective January 1, 2019, eligible unit members who elect not to take health insurance from the BOCES for the entire calendar year will receive an annual stipend of \$2,500.00, one-half payable in June and one-half 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, or is on an unpaid leave, or is part-time during the calendar year, the stipend will be pro-rated accordingly.
- 1.12 Effective January 1, 2022, eligible unit members who elect not to take health insurance from the BOCES may choose to receive the \$2,500.00 opt out as a salary differential of approximately \$1.90 added to their base hourly rate (i.e., a new member with a starting rate of \$15.00/hour who elects to take the opt out differential of \$1.90 will effectively make \$16.90/hour).
- 1.13 Effective January 1, 2001, domestic partners are eligible for health insurance coverage. A domestic partner affidavit must be presented to the Human Resources Office.
- 1.14 All part-time members will be eligible for benefits based on the percentage of time worked.

Section 2. Dental Insurance

Eighty percent (80%) of the premiums for the current plan or any other equivalent dental plan will be paid by the BOCES for full-time staff members.

- 2.1 All coverage will be the same as in Blue Shield Smile Saver Option 1 except as noted in items 2.2 and 2.3.
- 2.2 Under the new Dental Plan, the deductible will be eliminated on Restorative Services.
- 2.3 Under the new Dental Plan, fillings listed under Restorative Services, will be changed to sixty (60%) percent of the Schedule Allowance. All other Restorative Services will remain at fifty (50%) percent.
- 2.4 Effective January 1, 1991 the schedule of dental care benefits will be based on the 60th percentile of the agreed Scheduled of Charges. The schedule is to be recomputed annually to take effect on January 1 of each year of this agreement.

- 2.5 Effective September 1, 1994, the schedule of dental care benefits will be amended to provide coverage for dependent students up to age 23.
- 2.6 Effective July 1, 2019, the schedule of dental care benefits will be amended to provide coverage for dependent students up to age 26.

Section 3. Surviving Spouse

A surviving spouse or domestic partner for either an active or retired unit member will be entitled to continue in the Health and Dental Insurance at full cost to the spouse/dependent at the Monroe #1 BOCES group rate if permitted by the insurance carrier.

Section 4. Open Period

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. Enrollment in dental shall coincide with the annual health care open enrollment period.

Section 5. Alternative Carrier

BOCES reserves the right to select an alternative carrier or plan for health or dental insurance subject to an Association determination that the administrator, program and benefits are substantially equivalent.

Section 6. 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 rule or regulation implementing PPACA and/or HCERA that financially impacts the health insurance plans, costs or benefits provided for in this Agreement, the BOCES may reopen negotiations on the issue of health care, upon 21 calendar days' written notice.

ARTICLE 8 RETIREMENT

BOCES retirement benefits will be paid for a full-time employee who retires from BOCES meeting the eligibility requirements for retirement from the Employee's Retirement

System. The unit member does not have to be a member of the Employee's Retirement System; however they must meet the eligibility requirements for retirement from the Employee's Retirement System to receive the BOCES retirement benefits.

Section 1. Credit for Unused Sick Leave Days

1.1 BOCES agrees to make an Employer Non-elective Contribution to the 403(b) account of Employee equal to the number of the unit member's sick days times \$20/day. The Employer shall make the maximum contribution permitted under Section 415(c) (1) of the Internal Revenue Code of 1986, as amended. Employer contributions shall be deposited into the 403(b) account of each recipient employee. If the employee does not have a 403(b) account, the Employer shall deposit the employer contributions, in the name of the employee, into a 403(b) account established in the employee's name. No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.

1.2 Article 41(j) – Service Credit for Unused Sick Leave Days

Unit members are eligible to avail themselves of the benefit set forth in Section 41(j) of the Retirement and Social Security Law. Unit members who satisfy the eligibility requirements set forth in Section 41(j) may select to receive up to 165 days of service credit for unused, unpaid sick leave days at retirement. Tier 6 members are eligible to receive up to 100 days of service credit.

Members who select to receive retirement service credit under Article 41(j) at retirement will be paid twenty dollars (\$20.00) for every unused sick day accumulated beyond 165 days (starting with the 166th day) up to the maximum allowable 275 days. Retirees in Tier 6 will be paid for every unused sick day accumulated beyond 100 days (starting with the 101st day) up to the maximum allowable 275 days. Retirees shall be defined as individuals who retire meeting the eligibility requirements of the New York State Employees' Retirement System. Payment will be made in the form of an Employer Non-elective Contribution to the 403(b) account of Employee. The Employer shall make the maximum contribution permitted under Section 415(c) (1) of the Internal Revenue Code of 1986, as amended. Employer contributions shall be deposited into the 403(b) account of each recipient employee. If the employee does not have a 403(b) account, the Employer shall deposit the employer contributions, in the name of the employee, into a 403(b) account established in the employee's name. No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.

Members who are enrolled in the retirement system may select to cash out their accumulated sick days at \$20.00 a day and not avail themselves of

Section 41(j) of the Retirement and Social Security Law. Members who are not enrolled in the retirement system may cash out their accumulated sick days at \$20.00 a day.

Section 2. Retiree Health Insurance

2.1 All health care premiums for full-time employees who retire from BOCES meeting the eligibility requirements for retirement from the Employee's Retirement System will be paid by Monroe #1 BOCES according to the following schedule:

YEARS OF SERVICE WITH MONROE #1 BOCES	EMPLOYER CONTRIBUTION	EMPLOYEE CONTRIBUTION
15 YEARS	45%	55%
16 YEARS	54%	46%
17 YEARS	63%	37%
18 YEARS	72%	28%
19 YEARS	81%	19%
20 YEARS	90%	10%

2.2 Full-time employees who retire from BOCES meeting the eligibility requirements for retirement from the Employee's Retirement System after July 1, 2001 will be provided health care insurance from among the plans offered by the BOCES, with premiums paid by the BOCES according to the following schedule:

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

2.3 Full-time unit members who retire from BOCES meeting the eligibility requirements from the Employees' Retirement System after [December 17, 2009] will be provided health insurance from among the plans offered by the BOCES, with premiums paid by the BOCES according to the following schedule:

- 45% of RASHP 2 \$20 co-pay plan* premium amount-15 years of service to Monroe #1 BOCES
- 54% of RASHP 2 \$20 co-pay plan* premium amount-16 years of service to Monroe #1 BOCES
- 63% of RASHP 2 \$20 co-pay plan* premium amount-17 years of service to Monroe #1 BOCES
- 72% of RASHP 2 \$20 co-pay plan* premium amount-18 years of service to Monroe #1 BOCES
- 81% of RASHP 2 \$20 co-pay plan* premium amount-19 years of service to Monroe #1 BOCES

90% of RASHP 2 \$20 co-pay plan* premium amount-20 years of service to Monroe #1 BOCES
* (currently known as Blue Point 2 Value)

2.4 Full-time unit members who retire from BOCES meeting the eligibility requirements from the Employees' Retirement System after January 1, 2018 will be provided health insurance from among the plans offered by the BOCES, with premiums paid by the BOCES according to the following schedule:

45% of RASHP 2 \$20 co-pay plan* premium amount-15 years of service to Monroe #1 BOCES
54% of RASHP 2 \$20 co-pay plan* premium amount-16 years of service to Monroe #1 BOCES
63% of RASHP 2 \$20 co-pay plan* premium amount-17 years of service to Monroe #1 BOCES
72% of RASHP 2 \$20 co-pay plan* premium amount-18 years of service to Monroe #1 BOCES
81% of RASHP 2 \$20 co-pay plan* premium amount-19 years of service to Monroe #1 BOCES
87.5% of RASHP 2 \$20 co-pay plan* premium amount-20 years of service to Monroe #1 BOCES
* (currently known as Blue Point 2 Value)

Section 3. Retiree Dental Insurance

Any staff members who retire after June 30, 1983 will be entitled to continue Dental insurance. BOCES 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 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 for twenty (20) years or more.

3.1 Dental insurance premiums for eligible retirees will be paid by BOCES according to the following:

50% of 80% (40%) scheduled premium amount - 15 years of service to BOCES.
60% of 80% (48%) scheduled premium amount - 16 years of service to BOCES.
70% of 80% (56%) scheduled premium amount - 17 years of service to BOCES.
80% of 80% (64%) scheduled premium amount - 18 years of service to BOCES.
90% of 80% (72%) scheduled premium amount - 19 years of service to BOCES.
100% of 80% (80%) scheduled premium amount - 20 years of service to BOCES.

- a. All coverage will be the same as in Blue Shield Smile Saver Option 1 except as noted in the following items b and c.
- b. Under the new Dental Plan, the deductible will be eliminated on Restorative Services.
- c. Under the new Dental Plan, fillings listed under Restorative Services, will be changed to sixty (60%) percent of the Schedule Allowance. All other Restorative Services will remain at fifty (50%) percent.
- d. Effective January 1, 1991 the schedule of dental care benefits will be based on the 60th percentile of the agreed Scheduled

of Charges. The schedule is to be recomputed annually to take effect on January 1 of each year of this agreement.

- e. Effective September 1, 1994, the schedule of dental care benefits will be amended to provide coverage for dependent students up to age 26.

ARTICLE 9 COMPENSATION

Section 1. Career Ladder Salary Credit

Career ladder salary credit is given in addition to base salary.

Salary credit for college course work completed by unit members must be verified by an official college transcript sent directly by the college to the Human Resources Office.

Unit members shall be upgraded on the career ladder when the next level is achieved and on a yearly basis when salary notices are distributed.

Inservice - College Hours 10 Hours = 1 Credit

Credits	=	Dollars
0-4		\$ 0
5-14		\$ 100
15-29		\$ 125
30-59		\$ 150
60-89		\$ 250
90-119		\$ 350
120-149		\$ 450
150+		\$ 550

Section 2. Inservice Credit

Unit members are eligible to accrue inservice credit. One inservice credit will be credited for each ten (10) hours of classroom instruction including but not limited to Professional Development offerings. Inservice credits will be paid at the same rate as college credits and added to the base salary.

Programs that are held outside the normal workday and the context of which applies to a unit member's job can be considered for inservice credit.

Inservice shall be voluntary for the unit members. Principals may suggest inservice but cannot require the unit member's attendance. Prior approval must be received

from the unit member's supervisor and inservice request forms must be completed in the order prescribed on the form.

Completed inservice request forms should be submitted to the Human Resources Office with proof of attendance (a certificate of completion or an attendance sheet) attached to the inservice form.

Unit members shall notify the Director of Human Resources to activate an increase in salary level. Inservice credits will be added to college credit hours on a yearly basis and written update will be included in the Paraeducator's salary notice.

Section 3. Training

Training applicable to the unit member's job may occur inside or outside the normal workday. Training may be required by the unit member's Supervisor or be taken by the unit member with prior written approval of the member's supervisor indicating such training is required. The unit member will be paid the normal hourly rate for training outside the normal workday.

Section 4. Substituting for Certified Staff

A unit member acting as a substitute for a classroom teacher or associate teacher (certified staff) shall be compensated in addition to regular salary \$8 per hour for a minimum time of two hours during a given school day or ten hours in a given work week. Effective July 1, 2007, the amount shall increase to \$10 per hour. Hours may be accumulated to meet the minimum. The teacher shall designate which Paraeducator in the classroom is substituting. These hours shall be defined as substitute teaching; these hours are not intended for supervision while the student is being transported.

Signing skills coaches and ASL Teaching Assistants acting as a substitute for a BOCES interpreter shall be compensated in addition to regular salary the difference between the Interpreter's hourly rate and his/her hourly rate but in no event less than \$10 per hour.

Association members who are asked to work with students in a supervisory manner who are not serving as a substitute for a certified staff will be compensated an additional \$5.00 an hour on top of their hourly wage. This work will be limited to:

- a. Supervising students on a field trip or community based instruction (CBI) without a certified teacher for 2 consecutive hours or more on a single day.
- b. Supervising students on a transition visit without a certified teacher for two (2) consecutive hours or more on a single day.

- c. With administrator approval, in a school location without the student's teacher accessible in the building for 2 consecutive hours or more on a single day.

Committee of nine shall meet annually to look into the issues surrounding subbing for certified staff. The Committee will have nine (9) members; three selected by the District Superintendent or his/her designee, three selected by the President of the Association and three designated by the President of the BOCES United Professionals. The recommendations shall be submitted to the Superintendent, the Board of Education, President of the Association and the President of BUP no later than June 30.

Section 5. Master Paraeducator Pay

Master Paraeducators shall receive an additional twenty percent (20%) of their base salary. Base salary for Master Paraeducators shall include extra hours adjustment.

Section 6. Salary

- A. Effective July 1, 2004 the salary of full-time members shall be based on a minimum of 195 days (185 workdays and 10 paid holidays; Columbus Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Juneteenth (observed), and Memorial Day) with the understanding that members working in component districts must observe the work year of the component district unless prior arrangements are made between BOCES, the Association and the component district. The days shall be a 6.5 hour normal workday including lunch for pay purposes. The normal work day shall be rounded up to the nearest fifteen (15) minute interval and shall include lunch for pay purposes. Time schedules will be established by the program supervisor and will vary for individual unit members in accordance to the working schedule of the school or department. Unit members will attend up to four administratively designated meetings in a school year without additional pay. Effective July 1, 2008 for unit members in Deaf Ed. titles; the above conditions apply.

Effective July 1, 2010, attendance at any additional meeting outside the normal work day will be paid at the unit member's hourly rate if mandated for the unit member. Voluntary attendance of unit members at meetings will be without additional pay.

- B. Effective July 1, 2019, the days shall be a 6.75 hour normal workday including lunch for pay purposes.
- C. Unit members who perform work beyond forty (40) hours in a workweek will be paid time and one-half the regular hourly wage.
- D. Benchmark Minimum Salary Schedule "will be applied as needed."
- 1.1 Effective July 1, 2003, the starting Paraeducator's salary rate will be \$9,600 based upon 1,200 hours at \$8.00 per hour.
- 1.2 Effective July 1, 2010 the starting Paraprofessional's salary rate will be \$10,457 based upon 1,268 hours at \$8.25 per hour.
- 1.3 Effective July 1, 2012, the starting Paraprofessional's salary rate will be \$10,778 based upon 1,268 hours at \$8.50 per hour.
- 1.4 Effective July 1, 2009, all returning unit members will receive a flat dollar increase of \$.50 to their 2008-09 base salary rate. [retroactive pay to 7/1/09]
Effective July 1, 2010, all returning unit members will receive a flat dollar increase of \$.52 to their 2009-2010 base salary rate.
Effective July 1, 2011, all returning unit members will receive an increase of 4.0% over their 2010-11 base salary rate.
- 1.5 Effective July 1, 2012 all returning unit members will receive an increase of 3.25% over their 2011-12 base salary rate.
Effective July 1, 2013 all returning unit members will receive an increase of 3.3% over their 2012-13 base salary rate.
Effective July 1, 2014, all returning unit members will receive an increase of 3.4% over their 2013-14 base salary rate.
- 1.6 Effective July 1, 2015, the starting Paraprofessional's salary rate will be \$12,680 based upon 1268 hours at \$10.00 per hour. The starting Signing Skills Coach, Signing Skills Coach Staff Substitute, CST Skills Coach, and Captionist salary rates will be \$18,000 based upon 1,268 hours. The starting Scribe salary rate will be \$15,985 based upon 1,268 hours. The starting Notetaker salary rate will be \$12,680 based upon 1,268 hours.

Credit will be given for relevant BOCES experience when setting the salary of a unit member who accepts a position within the unit in a different title.

Effective July 1, 2015, all returning unit members will receive an increase of 3.0% and a flat dollar increase of \$.50 per hour over their

2014-2015 base salary rate. If a unit member's base hourly rate is below \$10.00 per hour after this increase is applied, the unit member's base hourly rate will be increased to \$10.00 per hour.

Effective July 1, 2016, all returning unit members will receive a flat dollar increase of \$.40 per hour over their 2015-2016 base salary rate.

Effective July 1, 2017, all returning unit members will receive a flat dollar increase of \$.48 per hour over their 2016-2017 base salary rate.

- 1.61 Effective July 1, 2018, all returning unit members will receive \$0.70 or 4% whichever is greater, increase over their 2017-18 base salary rate.

Effective July 1, 2019, all returning unit members will receive \$0.70 or 4% whichever is greater, increase over their 2018-19 base salary rate.

Effective November 1, 2019, all active unit members will receive \$0.70 increase to base salaries to address a BOCES acceleration of the New York State minimum wage adjustments.

Effective July 1, 2020, all returning unit members will receive \$0.70 or 4% whichever is greater, increase over their 2019-20 base salary rate.

Effective July 1, 2021, all returning unit members will receive \$0.70 or 4% whichever is greater, increase over their 2020–21 base salary rate.

Effective January 1, 2022, all existing unit members will receive a one-time \$2.00 increase to their base salary rate.

Effective July 1, 2022, all returning unit members in the titles of Teacher Aide, School Aide, Notetaker, or Scribe will receive \$0.70 or 4% whichever is greater, increase over their 2021-22 base salary rate.

Effective July 1, 2023, all returning unit members in the titles of Teacher Aide, School Aide, Notetaker, or Scribe will receive \$0.70 or 4% whichever is greater, increase over their 2022 – 23 base salary rate.

- 1.62 Any current Paraeducators who have met the minimum requirements of the new Civil Service title, "Senior Teacher Aide" shall have the opportunity to apply to Civil Service for said title to become effective July 1, 2022. In subsequent years, any Paraeducator who meets the minimum requirements for the title of Senior Teacher Aide will be eligible to submit an application, through Civil Service, for appointment to the new title.

Effective July 1, 2022, all members in the title of Senior Teacher Aide will receive a \$1.20 or 5% whichever is greater, increase over their 2021 – 22 base salary rate.

Effective July 1, 2023, all members in the title of Senior Teacher Aide will receive a \$1.20 or 5% whichever is greater, increase over their 2022 – 23 base salary rate.

- 1.63 Effective July 1, 2022, all returning unit members in the titles of Captionist, Signing Skills Coaches, or Cued Speech Transliterators will receive \$1.20 or 5% whichever is greater, increase over their 2021 – 22 base salary rate.

Effective July 1, 2023, all returning unit members in the titles of Captionist, Signing Skills Coaches, or Cued Speech Transliterators will receive \$1.20 or 5% whichever is greater, increase over their 2022 – 23 base salary rate.

1.64 New Hire Starting Wages

Position	January 1, 2022	July 1, 2022	July 1, 2023
School Aide, Teacher Aide, Notetaker, Scribe	\$15.00	\$15.20	\$15.40
Senior Teacher Aide		\$17.10	\$17.80
Captionist, Signing Skills Coach, Cued Speech Transliterator		\$19.20	\$19.90

- Should New York State Department of Labor establish a new minimum wage that exceeds the BOCES compensation, the BOCES will negotiate with the BPA to determine a new starting wage for Paraeducators.

- 1.7 Effective November 8, 2019, initial wage placement may be higher for new hires who have prior experience as paraeducators working with students who have similar needs to those serviced by Monroe One BOCES. Previous experience must be full-time, 10-month service in order to qualify for credit. The base salary received may be commensurate with, and not exceed, an existing BPA member with an equivalent number of years of experience up to three (3) years.

- 1.8 Unit members during their first five (5) months of service shall be considered an Intern Paraeducator. Intern Paraeducators shall be evaluated at the conclusion of five months of service.
- 1.9 Evaluations will be completed and placed in the Paraprofessional's official personnel file. Unsuccessful evaluations may be extended by the supervisor in anticipation of satisfactory improvements. Unsuccessful evaluations would result in appropriate actions determined by the supervisor and the Human Resources Director.

Evaluations for unit members in the Deaf Ed. titles will be completed during the first year and then once every three (3) years. A copy of the criteria and the forms will be given to members prior to the evaluation.

- 1.10 All unit members shall acknowledge receipt of the written evaluation by affixing his/her signature and date to a copy for the file. A written response may be submitted for inclusion with the file within thirty (30) school days of the receipt of the written evaluation.
- 1.11 A Joint committee will be established to review the evaluation process. This review shall be completed by June 30, 2010. Implementation on acceptance of both parties. The Joint committee will meet annually to review the evaluation process. The review will be completed by June 30 of each school year. Implementation of adjustments on acceptance by both parties.
- 1.12 Salary placement by each unit member shall be retained at the expiration of this Agreement until the terms of a successor agreement are agreed upon.

Section 7. Salary Notice

Notice of salary for the school year shall be provided to each unit member no later than July 1 of the preceding year. The notice shall include the unit member's base hourly rate.

Section 8. Longevity

A. Effective July 1, 2003, BOCES will provide a longevity award designated below at the completion of the years of full-time continuous employment listed:

1.	5 through 9 years	\$200.00
2.	10 through 14 years	\$400.00
3.	15 years	\$600.00

The longevity award will be given to all eligible unit members in a single payment on the payroll date preceding the first scheduled payroll date for ten (10) month employees.

B. All unit members who have completed fifteen (15) or more years of satisfactory service shall receive an additional hourly rate adjustment as follows:

2018-19	\$0.10 on base salary rate
2019-20	\$0.12 on base salary rate
2020-21	\$0.15 on base salary rate
2021-22	\$0.20 on base salary rate
2022-23	\$0.25 on base salary rate

The Director of Human Resources will provide a longevity list to the President of the Association by September 30th of each school year that includes the previous year's service.

Section 9. Summer Substitutes

Effective July 1, 2015, unit members regularly working during the school year will be paid \$65.00 per day for summer substitute work. All unit members in the Deaf Ed. titles will be paid regular hourly rate when called into work summer school.

Section 10. Paychecks

Unit members may opt to be paid during the school year in 20 or 24 installments. The option shall be made in writing by July 1 and shall be irrevocable for that school year. Installments 20 through 24 will be paid in the last paycheck for the school year.

**ARTICLE 10
CONFERENCE FUNDS**

Unit members may apply for conference funds. A fund of \$4,000 shall be available to unit members to pay their expenses at appropriate conferences. Effective July 1, 2007, the fund shall be \$5,000. Effective July 1, 2008, the fund shall be \$6,000. Effective July 1, 2010, the fund shall be \$8,000

Prior approval must be received from the unit member's supervisor and a conference fund request form must be completed in the order prescribed on the form prior to attending a conference. After attending the conference the unit member returns the completed form along with any paid receipts to the Business Office for reimbursement.

**ARTICLE 11
PERSONNEL FILES**

Members of the negotiating unit shall have reasonable access to their official personnel file. The official personnel file shall be maintained under the supervision of the Director of Human Resources. 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.

Material related to a unit member's performance that is to be placed into the member's personnel file will indicate that fact and a copy will be provided to the unit member.

**ARTICLE 12
TRANSFER AND VACANCY**

A vacancy shall be defined as a unit position opening 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. The Human Resources Office will provide the Association officers and representatives copies of all staff vacancies to be posted by e-mail on the BOCES web page no later than 10 days prior to the closing date for application. Copies of the postings should include the name of the position, qualifications, salary, hours, location and workday.

Unit members involuntarily transferred to a temporary work assignment in another location (building) will be assigned no more than 3 such transfers per school year (excluding exams in January and June).

The BOCES will make every effort to make sure that the same C-Print Captionist will not get more than three (3) trial students in a year.

ARTICLE 13 SENIORITY, LAYOFF AND RECALL

Section 1.

Seniority shall be defined as the length of continuous service with the BOCES in the unit as a Paraprofessional since the most recent date of hire. A seniority list will be maintained for each title included in the unit as listed in Article 1 – Recognition.

A separate seniority list will exist for each title within the unit. If a unit member is hired into a position in a different title within the unit, the unit member will be placed on the seniority list for the new title. He/she will begin to earn seniority in the new title. The unit member's years of service in the old title are not lost; rather they are frozen as of the date that the unit member is hired into the new title.

If the unit member chooses to return to his/her old title, his/her years of service in the old title will resume (or "unfreeze") as of the date that the unit member transferred to the new title.

For example, a unit member is hired by the BOCES as a paraeducator and serves as a paraeducator for 10 years. The unit member applies for and is selected for a Signing Skills Coach position. The unit member serves for 1 year as a Signing Skills Coach. The unit member's position as a Signing Skills Coach is eliminated and the unit member wishes to return to a paraeducator position. The unit member will return to the paraeducator seniority list with 10 years of service as a paraeducator and the least senior paraeducator will be laid off, if necessary. The unit member's 1 year of service in the Signing Skills Coach position is frozen. The unit member has a right to recall to the Signing Skills Coach position in accordance with Article 13.

Although separate seniority lists are maintained for each title, total years of service in the unit will be credited for benefits purposes.

Section 2.

In the event of a reduction in staff, unit members will be laid off in the inverse order of seniority as defined above, within the unit member's title.

For purposes of reduction in work force, if Senior Teacher Aide positions are cut in a school or program, the unit member's seniority within the Aide titles (School

Aide, Teacher Aide, Senior Teacher Aide) will determine seniority for displacement and/or layoff.

Section 3.

Recall to any position within the unit shall be in the order of seniority under the following conditions:

- A. Eligibility for recall shall be for two years from the day of layoff.
- B. Notification of recall will be sent to the unit member's last address on file with the BOCES Human Resources Office by certified or registered mail.
- C. Failure of the unit member to notify the BOCES Human Resources Office, in writing, within ten (10) calendar days from the date of mailing of the notice of recall will be considered a refusal and the unit member will forfeit any and all recall rights.

Section 4.

A unit member recalled from layoff will retain the unused sick leave and earned seniority as of the date of layoff.

Section 5.

A unit member who returns to a bargaining unit position and who has been continuously employed by the BOCES since leaving the unit will be credited with the seniority earned in the unit members position.

Section 6.

The Director of Human Resources will provide a seniority list to the Association President by March 31st of each year.

ARTICLE 14 DISMISSAL AND DISCIPLINE PROCEDURES

Section 1.

Unless otherwise required by the New York Civil Service Law, the following discipline and discharge procedures shall be in effect for all unit members. All members and officers of the Monroe #1 BOCES Paraprofessional Association will have the right to a minimum of two (2) school evenings to be contacted by or to

contact an officer and/or representative of the BPA if they so choose for discussion with regards to meetings that have been requested by the BOCES and/or administrators of the BOCES pertaining to work conduct. Exceptions to the two (2) school evening notice will be for those meetings deemed as immediate or emergency meetings with regards to BOCES policy or procedures.

Section 2.

In any administrative investigation of a unit member's conduct, that unit member may, upon the unit member's request, be accompanied by a representative of the Association.

Section 3.

In the event that, following an administrative investigation of a unit member's conduct, the administration intends to pursue a disciplinary action against that unit member; the Director of Human Resources shall notify the President of the Association in writing prior to the imposition of the discipline. Following that notice, the unit member may choose to have a representative of the Association present at any meeting at which the unit member's conduct or discipline will be discussed.

Monroe #1 BOCES will not terminate or ask for a resignation from any BPA unit member without first meeting with the unit member and giving him/her the opportunity to improve his/her performance or attendance. The only exception to this would be if the unit member did something in the nature of inappropriately laying a hand on a student or another employee or some similar action.

Section 4.

Unit members who have been employed for three or more years who are not covered by the New York Civil Service Law may appeal any discipline or dismissal (in the form of a written reprimand, fine or suspension without pay) to the Superintendent. The unit member must file a written appeal with the Superintendent within ten (10) school days after being notified of the discipline or discharge. The unit member may be represented by the Association. The Superintendent may appoint a designee to hear the appeal. The Superintendent's decision on the appeal shall be based on the Standards as set forth in the Monroe County Civil Service Rules and Regulations regarding discipline and discharge of employees. The decision shall be final and binding.

ARTICLE 15 REIMBURSEMENT FOR LOSS

The BOCES will reimburse unit members for the reasonable cost of replacing or repairing dentures, eyeglasses, contacts, hearing aides, prosthetics 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 16 TUITION REIMBURSEMENT

Reimbursement for tuition for undergraduate and graduate study at accredited colleges is available for unit members who are in active employment. 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 the SUNY rate for 12 graduate level credit hours. 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 1st and ending June 30th. This condition applies to course work taken in all college semesters, including summer session courses.

Unit members receiving reimbursement under this provision will be required to sign a promissory note acknowledging their obligation as to repayment under this provision if they resign less than one full contract year following the year in which they last received reimbursement payments.

Requests for reimbursement must be submitted on or before October 1st and on or before February 1st of each contract year. In addition, there will be a June 30th reimbursement date for spring semester courses. Reimbursement payments will be made within thirty (30) days of October 1st, February 1st, and June 30th. All payments for all summer semester courses will be made on the October 1st 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 a given school year totaling \$4000. If the unit member voluntarily resigns employment prior to June 30th of the following school year they must repay BOCES \$2000.)

ARTICLE 17 CLASS TRIPS

Section 1.

Unit members on overnight trips with students shall be paid an additional ten (10) hours pay for each overnight stay when the unit member is responsible for overnight supervision of the students.

Section 2.

Each unit member on a class trip, excluding those covered by Section 1, shall be paid their hourly rate for hours beyond the normal workday to a maximum of five (5) hours.

Section 3.

Unit members on approved class trips or community-based instruction shall not be personally responsible for lodging, or admission expenses for approved activities. Meal reimbursement will be limited to \$8.00 for breakfast, \$12.00 for lunch, and \$26.00 for dinner.

ARTICLE 18 MISCELLANEOUS PROVISIONS

Section 1. Worker's Compensation

1.1 All unit members are covered by the provisions of the New York State Worker's Compensation against loss because of injury while pursuing their duties.

All unit members who are injured while performing their duties must report this

fact within forty-eight (48) hours, or two school days from their return to work if the event occurs before a holiday or on a Friday, to the school nurse or other designated person and complete an Accident Report so that proper notification can be made to the insurance company.

- 1.2 For Workers' Compensation claims that result from an injury occurring due to student engagement related to the unit member's job duties, Monroe One BOCES will fully reimburse any sick days used for that period. Such days will be credited when the employee returns to work at full time status. Days of absence are first drawn from the unit member's sick days until such days are exhausted. Days used to reimburse will be drawn from the Emergency Bank for Workers Compensation.

To be reimbursed for such days, members must:

- (1) Complete an Accident Report with the school nurse within forty-eight (48) hours of the incident;
- (2) Secure a note from the primary physician or Emergency Care physician who treated her/him for the injury; and
- (3) Notify her/his school administrator of the doctor's orders and provide a copy of all documentation to the Human Resources Office.

For Workers' Compensation claims that are the result of a student-caused injury related to the unit member's job duties Monroe One BOCES will pay the employer contribution of the unit member's health care. The unit member will continue to pay their employee contribution.

- 1.3 Emergency Bank for Workers Compensation Injury related to a Student's Action.

An Emergency Bank will be established to provide unit members with coverage in the event a unit member is injured by a student's actions in the performance of their job duties. The Emergency Bank for Workers Compensation Injury will provide coverage for employees who have exhausted their sick days. For the purpose of the emergency bank a unit member's Workers' Compensation claim will cover absences for only one (1) calendar year from the initial accident. There will be no break in pay for the employee when all procedures are followed.

To be reimbursed for such days, members must:

- (1) Complete an Accident Report with the school nurse within forty-eight (48) hours of the incident;

- (2) Secure a note from the primary physician or Emergency Care physician who treated her/him for the injury; and
- (3) Notify her/his school administrator of the doctor's orders and provide a copy of all documentation to the Human Resources Office.

The BOCES shall contribute one (1) day for each employee on the payroll as of the date of execution of this agreement to initially create the bank. The BOCES will also transfer a matching number of days from the existing Employee Sick Bank into the new Emergency Bank to help seed the Bank. Effective July 1, 2018, newly hired unit members shall contribute one (1) of their sick leave days to the Emergency Bank in their first year of employment. Current unit members may elect to contribute additional days to the bank at any time. If members are at the maximum of 275 days, they can contribute additional days to the bank.

If the Emergency Bank falls below 150 days, unit members will contribute an additional day to the bank and the BOCES will match each day contributed by unit members, unless the parties agree otherwise. Unused days in the bank are carried over into the next year.

Section 2. Tax Deferred Annuities

Unit members are eligible to participate in a tax deferred shelter annuity program through payroll deduction (subject to a maximum of 35 companies).

Section 3. Compensation for Use of Personal Vehicle

BOCES will pay the IRS approved rate, effective July 1 of each school year, for reimbursement. Beginning April 1, 1999 the BOCES shall reimburse for mileage at the IRS approved rate for reimbursement. Rate changes shall be effective on the date the IRS rate change takes effect.

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.

The following eligibility criteria will be considered when a request for mileage reimbursement is made:

- a. Whether the work location is more than 20 miles from the unit Member's home or more than 20 miles from the Foreman Center (Located at 41 O'Connor Rd. Fairport, NY 14450)
- b. Whether the unit member specifically requested the assignment;
- c. Whether a school district specifically requested the unit

- Member to work at that location; and
- d. Other information pertinent to the assignment.

Unit members are not entitled to mileage reimbursement for travel over 20 miles 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 located 40 miles from the work location but the Foreman Center is located 15 miles from the work location, he/she is not entitled to reimbursement because the Foreman Center is within 20 miles of the work location.

If the eligibility criteria are satisfied and the request is approved by the District Superintendent or his/her designee then the unit member will be reimbursed for mileage beyond 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 located 30 miles from the work location and the Foreman Center is located 40 miles from the work location, he/she will be reimbursed for 10 miles each way.

The mileage reimbursement benefit is not intended to apply to travel within BOCES' component districts.

On occasions when a unit member is required to travel from one work location to another during the workday, the BOCES mileage reimbursement policy as administered by the Business Office applies.

Section 4. Flexible Benefits Plan

The BOCES shall provide a flexible benefits (125) plan that allows the participation of all unit members subject to IRS rules.

Section 5. Employee Assistance Program

Free and confidential counseling services to all full-time unit members and members of their immediate families will be provided through the Employee Assistance Program.

Section 6. Mini-Grants

Unit members are eligible to apply for mini-grants.

Section 7. Summer Work Assignment

Unit members who wish to be employed during the summer session shall indicate their interest to BOCES in accordance with BOCES procedures. Unit members have a preference for employment during summer session over non-unit members.

Section 8. Breaks/Lunch

Breaks/lunch will vary between departments due to the different needs of the students. Immediate Supervisors shall provide the opportunity for a one half hour unencumbered lunch with each program designating an agreeable time frame for lunch breaks. Each of the programs have different hours and therefore, the designated times may vary.

Section 9. Professional Development

Pre Assignment Training and Staff Development Committee

A Pre-Assignment Training and Staff Development Committee shall be formed to develop recommendations for a training program for current and newly employed unit members. The Committee will have six (6) members; three selected by the District Superintendent or his/her designee and three selected by the President of the Association. The recommendations shall be submitted to the Superintendent, the Board of Education and the President of the Association no later than June 30th of each school year.

Unit members required during July, August and/or holiday recess to attend any program that encourages professional growth or is necessitated by changes in curriculum or equipment shall receive their regular hourly rate of pay.

Section 10. Association Business Days

The unit member holding the office of President of the Monroe #1 BOCES Paraprofessional Association, NYSUT/AFT/NEA, AFL-CIO or his/her designated representative shall be granted up to twenty (20) days, or its equivalent, each school year to conduct the business of the Association.

Section 11. Notification of Assignment and Submission of Transfer Requests

Unit members will be informed of their tentative classroom assignment for the upcoming school year via letter postmarked no later than August 15th. The notification will be mailed to each unit member's home address.

A unit member requesting a transfer from one assignment to another shall submit a request in writing on the Program/Classroom Assignment Transfer Request Form to the Director of Human Resources or his/her designee by May 1st. Unit members on an improvement plan may not apply to transfer.

Section 12 – 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 BPA unit member positions exists on each committee with collaboration and consultation from BPA.

Section 13 – Crisis Prevention and Intervention Training

Paraeducators are expected to participate in crisis prevention and intervention training annually. New paraeducators must participate in crisis prevention and intervention training within 60 calendar days of their hire date.

Section 14 – Security Camera Surveillance

BOCES will comply with Board Policy #4545 "Video Monitoring in School" and the implementing regulation. Video and/or audio footage will not be used in any informal or formal evaluation of unit members. However, by virtue of the fact that these facilities are public buildings, there should exist no expectation of protection from the use of cameras when illegal activity and/or violations of the BOCES Code of Conduct, BOCES Board of Education Policies, and/or violations of local, State, or Federal ordinance are suspected.

Section 15 – BPA Input on Classroom Partnership

The BOCES and BPA will work together to develop a Partnership Input Form for use by unit members to capture information about the overall effectiveness of the classroom partnership between the teacher and the unit member. This information shall be used in the determination of the effectiveness of the team and BOCES' decision to continue or discontinue the partnership.

Unit members who wish to submit Partnership Input Forms to the building/program supervisor shall do so by May 1st.

Section 16 – District-Wide Committees

The President of BPA or his/her designee shall be invited to be a member of the following district-wide committees: Safety Committee, Superintendent's Conference Day Committee, Technology Committee, and Wellness Committee.

ARTICLE 19 EXTENDED SCHOOL YEAR

Section 1. Bereavement - Unit members working during extended school year may be absent without loss of pay for three (3) days when a death occurs in the immediate family. Immediate family is defined in section 3 of Article 6– Leaves of Absences. Such allowances for death are not cumulative.

Section 2. Sick Leave – Members employed during the extended school year may use up to two (2) sick leave days for non-work-related injuries/illnesses (not two (2) days per injury or illness) if he/she has sick days available from the previous school year.

Should a member choose to accept a position in a half-day program for the Extended School Year, that member will be allowed to utilize one (1) accrued sick day (which would equal two (2) half-days) during the ESY program.

Members employed during the extended school year may use up to seven (7) sick leave days (not seven (7) days per injury) for work-related injuries if he/she has sick days available from the previous school year. This is contingent upon the unit member following proper procedures for reporting the work-related injury. BOCES will follow the reimbursement procedures set forth in Article 18 – Section 1- Workers’ Compensation, for absences that occur during the ESY program due to student-related injuries. To be reimbursed for these days, unit members must follow the procedures set forth in Article 18 – Section 1.

Section 3. Job-Share: Extended School Year positions which BOCES determines may be shared shall be posted as such. There shall be at least five (5) Paraeducator positions designated as “Job Share” positions. The BOCES shall interview interested unit members to fill the positions. In order to be eligible for Job Share consideration, both Paraeducators must satisfy the following requirements:

- The Paraeducator shall not be on an improvement plan.
- Work performance the prior school year must be Effective as per the Paraeducator Evaluation Process.
- Complete annual crisis prevention and intervention training prior to the start of the ESY program.
- Follow the proper application process.

Job Share positions shall be three (3) weeks in duration. The weeks must be consecutive. The Bereavement and Sick Leave days referenced in Sections 1 and 2 above will be prorated accordingly. Applications for Job

Share positions must be completed by pairs of Paraeducators who meet the above requirements.

Section 4. Salary – The salary for member’s working the extended school year is his/her per diem rate for every day worked in the ESY program or for required training.

ARTICLE 20 COMPLETE AGREEMENT

This Agreement shall constitute the full and complete commitments of the Superintendent for the BOCES to the Association. 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 21 SAVINGS CLAUSE

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 22

SIDE LETTER

The Monroe #1 BOCES and Monroe #1 BOCES Paraeducators Association, NYSUT/AFT, AFL-CIO agree to the following concerning the position of ABA Skills Coach:

Section 1. Employees in the position of applied behavior and analysis (ABA) skills coach working 15 or more hours per week will be placed within the unit represented by the Association effective February 1, 1999.

Section 2. ABA skills coaches shall receive an hourly wage and no other benefits.

Section 3. The starting wage for newly hired ABA skills coaches without experience shall be \$8.00 per hour. Effective July 1, 2003, newly hired ABA skills coaches without experience shall be paid \$9.78 per hour for the term of the contract.

Section 4. Incumbent ABA skills coaches will receive a wage increase of \$.72/hr effective July 1, 1999, 3.6% effective July 1, 2000 and 3.4 % effective July 1, 2001. Effective July 1, 2003, ABA skills coaches will receive a 3.15% increase and a 3.0% increase effective July 1, 2005.

Section 5. Paraeducators performing ABA skills coaches' duties outside the normal work hours will receive \$8.00 per hour for such work. Effective July 1, 2003, Paraeducators performing ABA skills coaches' duties outside the normal work hours will receive \$9.78 per hour.

Section 6. Paraeducators performing ABA skills coaches' duties within the normal work hours will receive Paraeducators' wages and benefits.

Section 7. ABA skills coaches will be paid for all trainings and team meetings at their regular hourly rate.

Section 8. ABA skills coaches shall receive retirement benefits as per the New York State Employee Retirement System and.

Section 9. After two years of employment ABA skills Coaches shall be eligible for dental paid at 50% by the BOCES.

DATED 6/7/04

FOR THE EMPLOYER


District Superintendent

FOR THE UNION


President

Article 23
NEW JOB TITLES BARGAINING AGREEMENT

The Monroe #1 BOCES and Monroe #1 Paraeducators Association, NYSUT/AFT, AFL-CIO agree to the following concerning the positions of American Sign Language (ASL) Teacher Assistant, Notetaker, Signing Skills Coach, Scribe Skills Coach, Print Skills Coach, and Captionist:

1. Employees in the positions of American Sign Language (ASL) Teacher Assistant, Notetaker, Signing Skills Coach, Scribe Skills Coach, Print Skills Coach, and Captionist will be placed in the unit represented by the Association effective 9/20/06.

2. The following Articles from the collective bargaining agreement shall apply to the employees in these positions:
 - Article 1 – Recognition
 - Article 2 – Association Rights
 - Article 3 – Management Rights
 - Article 4 – Procedure and Philosophy
 - Article 5 – Grievance Procedure
 - Article 6 – Leaves of Absence
 - Article 7 – Insurance
 - Article 8 – Retirement
 - Article 11 – Personnel Files
 - Article 13 – Seniority, Layoff and Recall (only within the title)
 - Article 14 – Dismissal and Discipline Procedures
 - Article 19 – Complete Agreement
 - Article 20 – Savings Clause
 - Article 21 – Duration

3. The terms and conditions of employment for these titles which are covered in the following Articles of the collective bargaining agreement shall be negotiated for the 07-08 and 08-09 school year immediately following ratification of the current tentative agreement:
 - Article 9 – Compensation
 - Article 10 – Conference Funds
 - Article 12 – Transfer and Vacancy
 - Article 15 – Reimbursement for Loss
 - Article 16 – Tuition Reimbursement
 - Article 17 – Class Trips
 - Article 18 – Miscellaneous Provisions

Article 24
Job Coaches

Effective 7/1/18 Unit members in the title of Job Coach shall be entitled to all benefits provided to other Association members under this Agreement, including but not limited to salary increase and personal illness leave. All benefits will be prorated based upon hours scheduled. All other terms and conditions of this Agreement shall apply to Job Coaches including that a separate seniority list shall be maintained for unit members in Job Coach titles.

The starting wage shall be \$12.50 an hour.

Job Coaches will continue to receive pay for travel to and from a work site when a student does not attend and the Job Coach is on route to the work site or at the job site.

Appendix A

The following contract provisions are applicable to the Extended School Year (aka summer school):

Article 1 – Recognition

Article 3 – Management Rights

Article 5 – Grievance Procedure

Article 6 – Leaves of Absence

Section 1: Sick Leave: 2-hour sick leave only

Section 5: Jury Duty

Article 9 – Compensation

Section 3: Training

Section 4: Substituting for Certified Staff

Section 9: Summer substitutes

Article 10 – Conference Funds

Article 11 – Personnel Files

Article 14 – Dismissal and Discipline Procedures

Article 15 – Reimbursement for Loss

Article 17 – Class Trips

Article 18 – Miscellaneous

Section 1: Worker's Compensation

Section 3: Compensation for use of personal vehicle

Section 5: Employee Assistance Program

Section 7: Summer Work Assignment

Section 8: Breaks/Lunch

Section 11: Association Business Days

Article 19 – Extended School Year

**ARTICLE 25
DURATION**

Section 1.

Except as otherwise provided within the provisions contained herein, this Agreement shall take effect on July 1, 2020 and it shall continue in full force and effect until June 30, 2024. This Agreement shall apply to employees in the negotiating unit who are in active employment on the date that the Agreement is ratified by both parties.

Section 2.

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

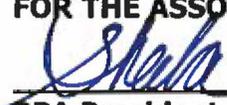
- 2.1** IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
- 2.2** 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.
- 2.3** 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.

Section 3.

Copies of this Agreement shall be reproduced by the BOCES. The cost of reproduction shall be shared equally. Copies of this Agreement shall be distributed by the Association to all unit members employed at the time the printed agreement is available. Unit members subsequently employed by the BOCES shall be provided copies of the Agreement at the time of hire.

FOR THE EMPLOYER


District Superintendent
11/9/22
Date

FOR THE ASSOCIATION
 

BPA President
11/9/22
Date