

Service Unit Agreement

between

Albany-Schoharie-Schenectady-Saratoga

**BOARD OF COOPERATIVE EDUCATIONAL
SERVICES**

and the

**CAPITAL REGION BOCÉS
FACULTY ASSOCIATION**

July 1, 2010 – June 30, 2012

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ARTICLE I

BARGAINING UNIT DEFINITION

- A. The Board of Cooperative Educational Services of the Sole Supervisory District of Albany, Schoharie, Schenectady and Saratoga Counties, hereinafter called BOCES, hereby recognizes the Capital Region BOCES Faculty Association, hereinafter called the Association, as the exclusive bargaining agent for the negotiations unit of all full-time and part-time employees in the following job titles: Campus Monitor, Clerk, Clerk 55A, Clerk/Typist, Computer Operator, Computer Programmer, Custodial Worker, Custodian, Data Entry Operator, Data Processing Documentation Specialist, Educational Interpreter II, Educational Interpreter III, Educational Interpreter IV, Educational Interpreter V, Job Coach, Maintenance Helper, Maintenance Mechanic, Messenger (Courier), Nurse, Occupational Therapy Assistant, Physical Therapy Assistant, Principal Account Clerk, Principal Data Entry Machine Operator, Senior Account Clerk I, Senior Account Clerk II, Senior Clerk, Senior Clerk for Financial Services (Student), Senior Computer Operator, Senior Library Typist, Senior Nurse, Senior Keyboard Specialist, Senior Keyboard Specialist for Division Management (Financial), Secretary I to Principal or Supervisor.
- B. Excluded from the Bargaining Unit are: all temporary employees in the titles listed in paragraph A above; confidential employees (i.e., keyboard specialist, senior keyboard specialist, secretary I, secretary II, clerk, senior clerk-benefits, senior account clerk-benefits, etc., regularly assigned to work for the District Superintendent, Deputy District Superintendent, Assistant District Superintendent, Director of Special Education, Director of Career and Technical Education, Director of Regional Information Center, Director of School Support Services); and all other employees.
- C. Classroom/Student Based Support Staff with direct student contact include those members of the bargaining unit who work in the classroom directly with students on a ten-month schedule, such as Occupational Therapy Assistant, Physical Therapy Assistant and Educational Interpreter. Articles directly related to working conditions of classroom/student based staff are found in Article X. All other items contained in Service Unit contract, with the exception of Article X, will apply.

- D. School Related Support Staff include those members of the bargaining unit who work a ten-month schedule, such as a job coach or a campus monitor, but who do not have a regular classroom based responsibility.

ARTICLE II

SAVINGS CLAUSE

In the event that any portion of this Agreement is determined to be in violation of law, the parties shall commence negotiation upon notification of either party to alter said sections in such a manner deemed consistent with law.

ARTICLE III

NEGOTIATIONS PROCEDURES

On or before January 15 of the final year of the Agreement, the Association will notify the District Superintendent that it wishes to meet for the initial exchange of proposals. Such meeting date shall be scheduled by mutual consent of both parties.

ARTICLE IV

ASSOCIATION RIGHTS

- A. Notice of Board Meetings

Notification of all special and regular meetings of the BOCES Board shall be provided to up to ten (10) representatives of the Association for whom

the Association furnishes names and mailing addresses at the same time and by the same means as such notification is provided members of the Board. A copy of the agenda and the background of the agenda for the BOCES Board meetings shall be mailed to the ten (10) representatives of the Association at the same time they are mailed to the Board Members.

B. Adoption in Policy

The BOCES agrees to adopt all policies pertaining to terms and conditions of employment on a two-step basis, adopting the policy at one meeting and ratifying the same at a subsequent meeting prior to becoming effective. After a proposed change in policy pertaining to terms and conditions of employment (enacted at the first meeting), and where an official Association Representative is not present, the Association shall be notified in writing. Should the Association wish to make a statement pertaining to the proposed policy prior to ratification at the second meeting, it shall have the right to do so upon written request to the District Superintendent of the BOCES seven (7) days prior to the second meeting.

C. Minutes of Board Meetings

The BOCES shall send to the President of the Association and the Service Chapter Vice President a copy of the approved minutes of the Board meetings within five (5) working days of such approval.

D. Board Policy Consistent with Agreement

No Board policies or rules shall be inconsistent with this Agreement.

E. Equipment/Facility Use

The Association shall have the right to use the following BOCES equipment and facilities at no additional cost to BOCES:

Duplicating and copying equipment located in any BOCES owned or leased facility, provided the Association uses access codes furnished by the BOCES and assigned to the Association, or that the Association makes other arrangements when access codes are not available, so that the Association assumes the costs of using such equipment for Association business.

Typing Equipment
Audio-Visual Equipment
Food Service Area

To the BOCES:

I hereby authorize you, according to arrangements agreed upon with the above Association, to deduct from my salary and transmit to said Association, dues as certified by said Association.

I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the BOCES and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing.

Member's Signature _____

Date _____

H. Agency Service Fee:

1. The District shall deduct from the salaries of those members of the bargaining unit who are not enrolled members of the Association an agency service fee equivalent to the total annual per capita dues paid by the enrolled members of the Association. The Association shall notify BOCES not later than the end of the first payroll period of the academic year of the names and members of the bargaining unit who have paid or agreed to pay Association dues directly to the Association.
2. The agency service fee shall be deducted in the same manner as payroll deduction of dues and transmitted promptly to the Association unless the non-member has paid the total agency service fee directly to the Association by the end of the first payroll period in September as stipulated by the Association to the District.
3. The District shall provide the Association with a complete list of bargaining unit members by September 15 and provide notification of new hires during the school year within ten (10) days.
4. Any bargaining unit member subject to the service fee charge who is employed for less than a full school year shall pay a service fee equivalent to a prorated portion of the total annual per capita dues paid by members of the Association.

5. The Association shall indemnify and hold BOCES harmless for any liability, cause of action, damages and reasonable attorneys' fees incurred as a result of any aspect of implementing the agency fee deduction.
6. Any member of the bargaining unit making agency fee payments to the Association under the provisions of this Article shall have the right to object to the expenditures of any portion of such payment for political or ideological purposes which are not directly related to terms and conditions of employment. Objections shall be made between June 1 and June 15 for the next fiscal year. Such objections shall be in writing and sent directly to the Association President.
7. Any dispute about the amount of money deducted for agency fee and the expenditure of such monies by the Association does not constitute a violation of this Agreement and is not grievable under the grievance procedure.

I. Individual Agreements

On or after the date of this Agreement, any agreement between the BOCES and any individual member of the bargaining unit regarding the terms and conditions of their employment shall be expressly subject to this Agreement.

J. Classification/Title Changes

The BOCES will mail to the President of the Association and to the Service Chapter Vice President any proposed new titles or classifications. The Association has fifteen (15) working days to file its intention to petition the employer for the inclusion of such titles or classifications within the Service Unit.

K. Bulletin Boards

The BOCES shall permit the Association to provide a bulletin board in each BOCES-owned or leased facility for the exclusive use of the Association where seven (7) or more employees in the Unit are employed.

L. Notice of Work Assignment

The Association President and the Service Chapter Vice President shall receive notification of the name, address, beginning salary and work assignment of all newly hired members of the bargaining unit.

M. Association Days

Upon one day's notice to the appropriate Director, the Association, in its role as bargaining agent for the Teachers' Unit, Service Unit, and Teaching Assistant Unit, shall be permitted twenty (20) days of absence without loss in pay and an additional ten (10) days of absence without loss in pay when no substitute is required not to exceed a gross total of thirty (30) days during the school year. No one staff member shall be permitted to absent himself/herself under this paragraph for more than one-half (1/2) of the total days permitted by this paragraph. The Association will report to the Administration, immediately after such leave, the number of days used, the employee using such leave and the total number of days used during the current school year. The total number of days used by the Association for all three bargaining units (Teachers, Service, and Teaching Assistants) may not exceed thirty (30) days per year.

ARTICLE V

EMPLOYEE EVALUATION

A. Employee Evaluation

1. There will be a minimum of one (1) formal evaluation during the first six (6) months of employment for each probationary and provisional employee. All other employees will have a minimum of one formal evaluation every three years. Any additional formal evaluation shall be held at least ten (10) days after the conference scheduled in A-6. All formal evaluations as provided herein will be conducted by the BOCES administrator to whom the employee is assigned.
2. Each formal evaluation will be written, will include both strengths and weaknesses, and will provide suggestions designed to improve each area of performance weakness. A copy of the evaluation will be given to the employee, another copy will be retained in the Director's personnel files, and a third copy filed in the Central Administrative Office.
3. Formal evaluations of employees who occupy the titles of OTA, PTA, and Nurse shall be limited to observations of the employees' work with

students and their responsibilities as set out in their job description. Such observation shall be conducted by BOCES personnel who are certified in supervision and/or administration.

4. A component of the "Position of Work" criterion included in the formal evaluation of Educational Interpreters may be conducted by a professional who carried out Interpreter Assessment/Training (consultant). The consultant will provide an individual report of each Educational Interpreter. The formal evaluation conducted by the specified BOCES personnel may include the consultant's individual report when appropriate.
5. It shall be the duty and responsibility of each member of the bargaining unit to sign all three (3) copies of each written evaluation. Such signature indicates receipt of the evaluation, not necessarily acceptance of the evaluation. Should the member of the bargaining unit wish to respond to the evaluation, he/she may do so in writing and such response shall be attached to the evaluation.
6. Within ten (10) workdays after the formal evaluation, the evaluator shall meet with the employee to discuss the evaluation.
7. Assistance – If an employee asks for assistance to overcome an area of performance weakness identified in a formal evaluation, BOCES shall provide appropriate assistance to the employee. Such assistance does not include overcoming a deficiency in skills required for the job.

B. Personnel File – Location

1. The official personnel file for each member of the bargaining unit shall be maintained in the Human Resources' Office at Central Administration. No duplicate personnel files will be maintained at any other location. The member of the bargaining unit or a representative authorized in writing by said member shall have the right to review, have copies made and/or reply in writing for filing, to any material which is part of the file. Confidential letters of reference and/or college materials shall not be made available to the member of the bargaining unit or his/her representative.

2. Derogatory Material

No derogatory material will be placed in the personnel file without written notification, including a copy of the material, to the bargaining unit member. The member shall have the right to submit a written response which shall be attached to the file material. The District Superintendent will review the file upon request of the bargaining unit member.

**BOARD OF COOPERATIVE EDUCATIONAL SERVICES
ALBANY-SCHOHARIE-SCHENECTADY COUNTIES**

EMPLOYEE EVALUATION

EMPLOYEE'S NAME: _____ DATE: _____

EMPLOYEE'S TITLE: _____

INITIAL _____
APPOINTMENT DATE: _____

	EXCELLENT	GOOD	NEED IMPROVEMENT	UNSATISFACTORY
<u>Quality of Work</u> - Accuracy, presentability, neatness and thoroughness.				
<u>Position of Work</u> - Know-how and skills necessary to do the job.				
<u>Quantity of Work</u> - Amount of satisfactory work completed.				
<u>Alertness</u> - Ability to grasp instructions and follow through, to solve non-routine or problem situations.				
<u>Work Habits</u> - Initiative, organization, dependability, judgment.				
<u>Personal Relationships</u> Discretion, tact, self- control, friendliness.				
<u>Attitude</u> - Toward work, fellow employees, new assignments, constructive criticism.				
<u>Stability</u> - Ability to withstand pressure and to remain calm in crisis situations.				
<u>Supervisory Skill</u> - Leadership, respect of subordinates.				
<u>Attendance</u> - Absences, tardiness.				
<u>Other</u> - Please specify				

SUGGESTIONS FOR IMPROVEMENT:

INDIVIDUAL PERFORMANCE STANDARDS:

EMPLOYEE'S COMMENTS:

Date _____	Evaluator's Signature _____
Date _____	Evaluator's Signature _____

*Signature means person evaluated has received a copy of the report.
Signature does not necessarily mean agreement with evaluation.

ARTICLE VI

EMPLOYEE RIGHTS AND PROTECTION

A. Return From Leave

Employees who have been granted leave from BOCES, and who have worked at least six (6) months if a twelve-month employee and at least five (5) months if a ten-month employee, exclusive of such leave time, during the fiscal year in which the leave is taken will be entitled upon their return to work to advance one step on the salary schedule as if they had worked a full year. Previously accumulated unused sick leave days shall be retained. No short-term leave days will be credited during the period of leave.

B. Disciplinary Procedure

All permanent civil service employees shall, in the event of a disciplinary action, be afforded the rights conferred by Section 75 of the Civil Service Law. Provisional employees who have not yet taken the required civil service exam, who have completed 6 months of employment, shall be afforded rights fully equivalent to those provided by Civil Service Law Section 75. In all instances, the parties shall mutually select the hearing officer. If the parties are unable to mutually select the hearing officer, then the parties shall seek a panel list from the Public Employment Relations Board. Probationary employees and temporary employees shall not be afforded the rights of Section 75 of the Civil Service Law, or its equivalent, as provided to the employees specified above.

C. Lifting

The BOCES shall not place the well-being of a member of the negotiating unit in jeopardy by requiring the lifting of heavy machinery or equipment beyond that typically expected in similar employment in the field. Limitations imposed by Federal or State Regulations regarding lifting will be enforced.

D. Job Description

For every position included in this negotiating unit, there will be a job description. Such job description will be given to the employee when initially employed and when revised.

E. Annual Written Statement

On or before August 1, each member of the bargaining unit shall be provided with a written statement which will include position, step, salary, accumulated short term leave, accumulated vacation entitlement, and insurance that he/she possesses.

F. Teacher Substitute Duty

No member of the bargaining shall be required to oversee a class in the absence of a teacher, except in case of emergency.

G. Cafeteria Menu

The same cafeteria menu (Albany Career and Technical Center) as that available to members of the Teacher Bargaining Unit shall be available to members of the Service Unit Bargaining Unit.

H. Payroll Deductions

Upon written authorization by the employee, BOCES will make payroll deductions for U.S. Savings Bonds, Schenectady Teachers Federal Credit Union and tax-sheltered annuity plans that conform to the tax shelter concepts contained in the Internal Revenue Code and the Education Law. BOCES will also make payroll deductions for the NYSUT Benefit Trust.

I. Notice of Assignment

Ten-month Service Unit employees who have direct student contact will be notified in writing of their tentative assignments for the coming school year, including the school(s) to which they will be assigned. Such notice will be given by August 1 via regular mail at the address indicated in the employee's personnel file. Regardless of any notifications, the continuation of all positions covered by this Agreement is contingent upon requests from component districts to continue the service and adequate enrollment.

J. Assault

An employee, as soon as possible, shall report in writing any case of assault suffered in connection with employment to the immediate supervisor. The administration will take legal and/or other action to assure the safety of such employee.

K. Right of Confrontation

No disciplinary action will be taken against an employee unless the individual making a complaint is willing to discuss in conference, at a time mutually convenient, any charges or allegations.

L. Employment Information

Upon employment, BOCES will furnish to each employee:

1. A description of available health and dental insurance options.
2. Payroll deduction procedures.
3. New York State Retirement System applications.
4. Job description.
5. A copy of the current Service Unit Agreement.

M. Corporal Punishment

Members of the bargaining unit may not use any act of physical force upon a pupil for the purpose of punishing a pupil. This does not preclude the use of reasonable physical force for any of the following purposes:

1. to protect oneself from physical injury;
2. to protect another pupil or teacher or any other person from physical injury;
3. to protect property of BOCES or of others; or
4. to restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of BOCES functions, power or duties,

if that pupil has refused to comply with a request to refrain from further disruptive acts;

provided that alternative procedures and methods not involving the use of physical force cannot reasonably be employed to achieve the purposes set forth in one (1) through four (4) above.

BOCES shall provide guidelines and instruction to further explain the appropriate use of reasonable physical force and to define alternative procedures and methods.

N. Transportation of Pupils

Members of the bargaining unit shall not be required to transport pupils in their private vehicles.

ARTICLE VII

GRIEVANCE PROCEDURE

A. General

Basic Principles

The parties to this Agreement declare their joint intent to encourage the prompt resolution of complaints by any member of the bargaining unit through recourse to the formal procedure described below. Nothing herein shall be construed, however, to prevent any employee from discussing a problem informally with any BOCES administrator.

A member of the unit shall have the right to present a grievance in accordance with the procedures set forth below, free from coercion, interference, restraint, discrimination or reprisal.

An aggrieved party shall have the right to be represented by a representative of his/her choice at all stages of the procedures except the informal stage. At the informal stage, the aggrieved shall have the right to have a member of the Association Grievance Committee present as an observer.

All parties to the grievance shall have access to all written statements pertaining to such grievance.

Hearings shall not be open to the public.

B. Definitions

1. A **Grievance** is any alleged violation of this Agreement.
2. **Immediate Supervisor** shall mean the administrator to whom the individual reports.
3. **Aggrieved Party** shall mean any employee or group of employees in the bargaining unit who claim a grievance which affects them personally. The Capital Region BOCES Faculty Association may present a claimed grievance relating to it as an Association, but may not as the aggrieved party on behalf of an employee or group of employees who could present the claimed grievance themselves.
4. **Party in Interest** shall mean any party named in a grievance who is not the aggrieved party.

C. Procedures

1. Except at the informal stage, all grievances shall be in writing and state the name and position of the aggrieved party, the identity of the provision of this Agreement involved in the said grievance, the time and place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the events or conditions, the nature of the grievance stating the facts on which the grievance is based, a statement describing the attempts at informal resolution, and the redress sought by the aggrieved party.
2. Except for the informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be transmitted to the aggrieved and the Association.
3. The BOCES and the Association agree to make available relevant material and documents, communications and records concerning the alleged grievance.
4. An aggrieved party shall have the right at all stages of a grievance when a hearing is held to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

5. Forms for filing grievances, serving notices, and taking appeals are attached as Appendix A.
6. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
7. Official minutes will be provided by the Board of all hearings in Stage 3 and 4. A copy of such minutes will be made available to the aggrieved party and the Association within five (5) working days after the conclusion of the hearings at Stage 3 and 4 and they and the BOCES will advise the appropriate hearing officer of any errors in said minutes within two (2) working days after the minutes are available. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error.
8. The existence of the procedure hereby established shall not be deemed to require any employee to pursue the remedies here provided.
9. A hearing may be held at any stage of the grievance procedure when deemed appropriate.

D. Time Limits

1. Since it is important to good relationships that grievances be processed as rapidly as possible, the time limits specified for either party may be extended only by mutual agreement.
2. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
3. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of this procedure within the time which would have been allotted had the decision been communicated by the final day.
4. In the event the processing of a given grievance is not completed by June 30, the term "working days" shall be interpreted as meaning

those days other than Saturday, Sunday or legal holidays between July 1 and August 31.

5. A grievance shall be deemed waived unless it is so submitted in writing at Stage 2 within thirty (30) calendar days after its occurrence. An informal effort to resolve the grievance at Stage 1 shall be a prerequisite to commencing a formal grievance at Stage 2.

E. Stages of Grievance

1. Stage 1 – Supervisor

An employee having a grievance will discuss it with his/her supervisor, with the objective of resolving the matter informally.

2. Stage 2 – Division Director

If the grievance is not resolved informally with the immediate supervisor, it shall be reduced to writing as provided in Article VII, Paragraph C1 and C5, and presented to the Division Director. Within ten (10) working days after the written grievance is presented, the Director shall render a decision thereon, in writing, and present it to the employee, the employee's representative and the President or Grievance Chairman of the Association.

3. Stage 3 – District Superintendent

Within ten (10) working days after a determination has been made by the Director, the aggrieved party may submit the grievance to the District Superintendent by giving written notice thereof, together with any determination previously rendered, all other documents affecting the grievance and a request for a hearing, if desired. If a hearing is requested, the District Superintendent shall hold such a hearing within ten (10) working days of his/her receipt of such grievance and give at least three (3) working days notice of such hearing to the aggrieved party and to all parties in interest. The District Superintendent shall render his/her determination in writing stating the facts, reasons and conclusions within ten (10) working days from the date on which the case is fully submitted for his/her consideration.

4. Stage 4 – Arbitration

- a. Within ten (10) working days after a determination has been made by the District Superintendent, the grievant (with the advice and

consent of the Association) may submit the matter to arbitration. Such decision shall be by written notice to the Board and the American Arbitration Association.

- b. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the conduct of the arbitration procedures.
- c. The decision of the arbitrator shall be binding on both parties.
- d. The decision of the arbitrator shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues and shall limit his/her decision to matters specified in the grievance.
- e. The arbitrator will have no power to alter, add to or detract from the provisions of this Agreement.
- f. The costs of the services of the arbitrator shall be shared by the Board and the Association.
- g. If the parties mutually agree to a stenographic record of the proceedings, they shall share the cost of such record. If either party, without the consent of the other, requires a stenographic record, the requesting party shall bear the cost and shall provide the other party with a copy of same.

ARTICLE VIII

VACANCIES

A. Definition and Posting

A vacancy is defined as any position which requires new or additional personnel.

The Association President will receive through electronic mail Notices of Vacancies as soon as they are prepared by the Human Services Division. Notices of Vacancy shall be posted on bulletin boards at the Career and Technical Center in Albany, the Career and Technical Center in Schoharie, the Maywood School, the Special Education Administrative Office, the School Support Services Office, and the Administrative Office of the

Northeastern Information Center. No vacancy shall be filled before seven (7) calendar days after such formal notification. Any violations of this article may be a criterion for possible administrative discipline.

B. Resignation

Members of the negotiating unit shall give at least fourteen (14) calendar day's notice of resignation in writing to the appropriate administrator. The effective day of the resignation shall be the last day on which the employee actually worked on the job. Whenever a member of the negotiating unit shall give fewer than fourteen (14) calendar days notice, the requirement to give notice of this vacancy created by the resignation in Paragraph A above shall be reduced by the same number of working days that the employee's notice was deficient.

C. Filling Vacancies

Employees who want to be considered for appointment to an existing vacancy must submit a written application stating their qualifications for the position. BOCES will offer interviews to at least the three (3) most senior employees whose qualifications meet the minimum qualifications for the position as indicated in the vacancy notice. If the vacancy notice does not contain a statement of minimum qualification, BOCES will offer interviews to at least the three (3) most senior persons who submit written applications. The decision to appoint an individual to fill a vacancy is exclusively within the discretion of BOCES and need not be made from among those interviewed pursuant to this paragraph.

ARTICLE IX

WORKING CONDITIONS

A. Overtime

1. All work above forty (40) hours per week for full-time members of the bargaining unit will be compensated at the rate of time and one-half. Upon approval of the appropriate administrator, an employee may elect to take compensatory time off at the rate of one and one-half the

- number of hours worked over forty (40) hours per week, in lieu of monetary compensation for such time.
2. A full-time member of the bargaining unit, when called in for duty on a paid holiday, will be compensated at the rate of time and one-half in addition to his or her holiday pay.
 3. Sunday work, except for those whose regular hours include Sunday work, will be compensated at the rate of double time.
 4. Members of the bargaining unit working on the second shift shall receive their salary at proper grade and a step plus 5%. Third shift employees shall receive their salary at proper grade and step plus 10%.
 5. The work week is thirty-seven and one-half (37½) hours. Time over thirty-seven and one-half (37½) hours and up to forty (40) hours will be compensated at straight time rate.
 6. Every reasonable attempt will be made to distribute overtime work equitably among all members of the bargaining unit by related job titles and by building.
 7. Members of the bargaining unit shall be required to work assigned overtime where notice is given at least forty-eight (48) hours in advance. Overtime work may be required on less than forty-eight (48) hours notice where the circumstances requiring overtime work were not known forty-eight (48) hours in advance.

B. Early Report

Any employee required by an appropriate administrator to report to work ahead of schedule on a given day (e.g., snow removal, emergency, etc.) may, if he or she chooses, work until his/her regular quitting time and receive overtime credit for the hours which exceed his/her normal working day.

C. Late Report

This late report procedure is for all Service Unit personnel excluding Instructionally Related Personnel. That staffs follow the procedures of their assigned school or South Colonie, whichever is appropriate.

It is the intention and practices of BOCES to have all of its offices remain open every scheduled work day. Offices will be closed only on those days when the state offices are closed because of inclement weather except that no employee shall be charged with vacation or personal time if a declared

state of emergency exists in the local office or school to which such employee is assigned. Employee tardiness or absence due to a declared state of emergency in the municipality where the employee resides may be excused without charge to vacation or personal time at the discretion of the appropriate Director. The decision of the Director shall not be subject to review under the grievance procedure provided for in Article VII of this Agreement.

Should an employee anticipate tardiness or absence due to weather, this condition should be reported via telephone to the appropriate office as soon as possible.

The District Superintendent may authorize late report for work, or early dismissal from work, when he/she determines that weather conditions require. Should an employee report for work later than authorized by the District Superintendent, he or she will arrange with the appropriate Director to make up the lost time, or if the appropriate Director determines that circumstances warrant, such lost time may be excused without charge to leave accruals. Employees who fail to report to work because of inclement weather conditions shall have the option of having the day charged as a personal day or as a vacation day.

D. Video Display Terminals

Upon prior approval of the appropriate administrator, employees who spend a majority of time reading from a video display terminal may be released from work without loss in pay to have an annual eye examination by an ophthalmologist where such examination cannot be arranged except during working hours.

E. Recall

When employees are required by an appropriate administrator to return to the place of work (recalled), they shall be guaranteed compensation for at least three (3) hours.

F. Travel Expense

Employees who use their own vehicle for assigned travel between facilities or schools on the same workday or on BOCES business will be reimbursed at the rate allowed by the Internal Revenue Service for the current tax year. All travel expense reimbursements must be submitted prior to the last workday in the fiscal year in which the expense was incurred. Late submissions will not be paid.

G. Lunch Facility

The BOCES shall provide an area for eating lunch in each facility housing at least six (6) members of the bargaining unit.

H. Service-Administration Liaison Council (SALC)

A Service-Administration Liaison Council consisting of representatives of the Association and the Administration shall be established to discuss matters of mutual interest. A proposed agenda shall be submitted by the party requesting a meeting of the council. The time and place of the meetings, the agenda for the meetings and the participants in the meetings shall be determined by mutual agreement between the President of the Association and the District Superintendent. A written memorandum, advisory to the President of the Association and the District Superintendent, shall be prepared describing matters resolved by the council. The council shall not have the power to contravene any provision of this Agreement nor shall any action or determination of the council be subject to the grievance procedure.

I. Breaks

Each employee is entitled to two (2) ten (10) minute non-cumulative breaks each day, to be arranged with the supervisor.

J. Custodian Uniforms

Because of the special nature of their work, the custodial staff will be provided with uniforms consisting of shirts and pants, which they will be expected to wear. The cost of uniforms and their cleaning will be borne by BOCES.

ARTICLE X

WORKING CONDITIONS – CLASSROOM/STUDENT-BASED SUPPORT STAFF

A. Calendar

In the case of support service personnel, when the calendar provides for purpose of local importance only, suitable professional activities shall be arranged. Staff with split schedules serving students in more than one component district will follow the calendar of one such component district to be designated by BOCES not later than October 1.

B. Teaching Day

1. Support service personnel including Occupational Therapy Assistants, Physical Therapy Assistants, and Educational Interpreters shall be on duty for six hours per day as designated by BOCES.
2. When school-related programs occur outside the working day and interpreting services are requested by school district and/or BOCES officials, compensation shall be at the rate of \$20 per hour. Effective July 1, 2007, compensation for these services shall be \$23.15 per hour. Effective July 1, 2008, compensation for these services shall be \$24.25 per hour. Effective July 1, 2009, compensation for these services shall be \$25.32 per hour.

C. Substitutes

Support staff shall not be required to obtain substitutes. Each staff member will be notified in writing by the Director as to the appropriate person to call and advise of the intended absence. Such calls must be made by the staff member prior to 6:30 a.m., except where circumstances make such calls impossible.

D. Respite for Interpreters

Scheduling of interpreters will include a twenty minute respite from interpreting in the morning and in the afternoon. It is the intention of this article to provide physical relief from the act of interpreting; however, other related classroom responsibilities may be performed during these times.

E. Student Records

Ten-month service unit employees who have direct student contact (OTA's, PTA's, Educational Interpreters, Nurses) and who need information contained in student records in order to carry out their duties, shall have access to such necessary information.

F. Sabbatical Leave

1. For a member of the Bargaining Unit to be eligible for sabbatical leave, he/she must be at least in his/her sixth year of service with BOCES when application is made.
2. Application for sabbatical leave shall reflect a full-time course of study acceptable to the District Superintendent.
3. Applications for sabbatical leave shall be made not later than January 15 of the year study will commence.
4. Sabbatical leave may be granted to members of the Bargaining Unit solely as a matter of discretion of the District Superintendent and the BOCES Board. No minimum of sabbatical leaves are required.
5. The District Superintendent shall inform the member no later than March 15th of the year that the sabbatical is granted.
6. Approval of sabbatical leave shall be contingent upon written agreement to return upon termination of sabbatical leave for at least two (2) years of service. The obligation to repay benefits received in the event of failure to return shall not apply in the event of the member's death or permanent disability which prevents the member from returning to work at BOCES.
7. A member of the Bargaining unit on sabbatical shall receive one-half salary as determined from the salary schedule for that school year. Salary is to be made in equal payments, the first payment on September 15th and the final payment no later than June 30th.

ARTICLE XI

WORKING CONDITIONS: SCHOOL-RELATED SUPPORT STAFF

A. Calendar

School-related support staff work a ten-month school related calendar. There will be no accrual of vacation time for these employees. They will work the instructional year calendar of the school or division to which they are assigned, and will take regular school vacations. Employees will have the option to accept or reject additional work hours during school vacations. Work during these periods will be compensated at the regular rate.

B. Work Day

Specific work schedule will be determined based upon the needs of our customers. Work hours will vary and may occur outside the normal school day. It is not the intent to force employees to work split schedules which start early in the morning and conclude late at night. If there is an unpaid break of greater than three hours between assignments, both the employer and the employee must agree to the split assignment. These positions are not eligible for a shift differential.

A full-time assignment is six hours per day, five days per week. Eligibility for overtime occurs after 40 hours per week.

C. Salaries

Salaries will be based upon 1,625 hours/year and prorated to the number of days worked. The instructional year shall not exceed 185 days. Optional days worked during school vacation periods will not count toward the 185 days.

D. Health and Dental Benefits

Employees will be eligible for health and dental benefits if they are employed on a regular basis at 0.5 FTE or greater.

E. Seniority

Seniority will be determined on the basis of continuous employment commencing with the date of Board appointment for regular employees working 20 hours per week or more, unless otherwise determined by Civil Service.

F. Evaluation

Employees will be evaluated by their immediate supervisor, using the evaluation form contained in the Service Unit contract. Immediate supervisors will be determined in the specific position description.

ARTICLE XII

SENIORITY LIST

A. Definition

1. Unless otherwise specific herein, seniority shall be determined by the date of permanent appointment in a competitive class position or the date of original appointment in a noncompetitive class or labor class position followed by continuous service as defined by Civil Service Law and Regulations.
2. Educational Interpreters – Until such time as the Civil Service status of Educational Interpreter is classified, Educational Interpreters shall have seniority based on the date of original appointment. Thereafter, the Civil Service status of Educational Interpreter shall be determined by Civil Service Law and Regulations.

B. Application

Seniority rights within the job titles shall apply in the following situations:

1. In the event of a reduction in force, the employee with the least seniority in each job title shall be laid off first.
2. Employees who have been laid off as a result of a reduction in force shall be placed on a preferred eligible list and recalled to fill vacancies in the job title from which they were laid off on the basis of seniority. Competitive class employees shall be entitled to such recall for four (4) years. Noncompetitive class and labor class employees shall be entitled to such recall for two (2) years. An employee who is notified by certified mail addressed to his/her last known address must advise BOCES within two (2) weeks whether he/she will accept or decline the position.

C. Exclusions

Seniority shall not apply to the filling of vacancies, promotions and work assignments.

ARTICLE XIII

REDUCTION IN FORCE

- A. In the event of staff reduction, BOCES will give separated personnel consideration for any BOCES vacancy for which they have the required preparation and experience.
- B. The President of the Association shall be mailed written notice of proposed staff reduction of persons included in this bargaining unit at least five (5) days prior to the Board meeting at which such proposal will be considered.

ARTICLE XIV

INSURANCE

A. HEALTH INSURANCE

1. Eligibility

a. Employees who work .5 FTE or greater shall be eligible for an employer premium contribution by the BOCES.

b. The effective date of health insurance eligibility shall be the starting date of regular appointment to a Service Bargaining Unit position of .5 FTE or greater on a regular basis, unless the employee is the primary subscriber / policyholder of a health insurance policy from another source. Where the employee indicates such existing coverage from another source, BOCES health insurance coverage shall be effective the first day of the month following the effective date of regular appointment.

2. Plan Offerings

a. The Blue Shield of Northeastern New York Option I and Option II Plans shall not be offered after June 30, 2007. In their place, effective July 1, 2007, the New York State Health Insurance Program's (NYSHIP) "Empire Plan", PA Core Plus Enhancements, shall be offered.

b. The following additional health insurance plans shall be made available to employees: Capital District Physicians' Health Plan (CDPHP), Mohawk Valley Physicians' Health Plan (MVP), and Community Blue HMO.

3. Prescription Drugs

Effective July 1, 2007, Systemed shall administer the prescription drug benefit for all health plans except the Empire Plan. Prescription drug coverage and employee co-pays for the Empire Plan shall be as provided by the terms of the Empire Plan. For all other plan offerings, the prescription drug employee co-pay shall be \$5 for generic drugs and \$10 for brand name drugs. The employee co-pay for mail order shall be \$10 generic and \$20 brand name (two month co-pay for a three month supply).

4. Employer/Employee Premium Contributions (Active Employees)

a. BOCES shall pay 100% of the total premium cost for individual or family coverage for employees hired on or before June 30, 1984.

b. BOCES shall pay 80% of the total premium cost with the employee paying the remaining 20% for individual or family coverage for employees hired after June 30, 1984.

5. Employer/Employee Premium Contributions (Retired Employees)

a. Any employee meeting the retirement requirements pursuant to the New York State Employees' Retirement System will have his/her health insurance coverage continued provided the employee has no less than ten (10) years service at BOCES at the time of retirement.

b. BOCES shall pay the total premium cost for individual coverage for members of the bargaining unit who retire officially from service in this BOCES subsequent to February 1, 1976. Retirees may continue family coverage by paying 50% of the difference between the family premium and the individual premium.

B. DENTAL INSURANCE

a. Employees who work .5 FTE or greater shall be eligible for an employer premium contribution by the BOCES.

b. All employees hired prior to February 1, 1976, will have their dental insurance paid for by BOCES.

c. Ten-month (10) employees hired after February 1, 1976, and prior to July 1, 1978, will have dental insurance available on a fifty-fifty (50/50) basis commencing the September following the completion of six (6) months of service.

d. Twelve-month (12) employees hired after February 1, 1976, and prior to July 1, 1978, will have dental insurance available on a fifty-fifty (50/50) basis commencing the July following the completion of six (6) months of service.

e. Ten-month (10) employees hired after February 1, 1976, and prior to July 1, 1978, will have dental insurance available on a ninety-ten (90/10) basis commencing the September following two and one-half (2.5) years of service. BOCES will contribute at the ninety percent (90%) rate.

f. Twelve-month (12) employees hired after February 1, 1976, and prior to July 1, 1978, will have dental insurance available on a ninety-ten (90/10) basis commencing the July following two and one-half (2.5) years of service. BOCES will contribute at the ninety percent (90%) rate.

g. Employees hired after July 1, 1978, will be entitled to dental insurance on a fifty-fifty (50/50) basis without a waiting period. However, employees hired after July 1, 1978, will not be entitled to the ninety-ten (90/10) contribution basis after two and one-half (2.5) years of employment.

h. Employees who decline dental insurance at the time of initial employment or revoke their dental insurance coverage will not be eligible for coverage until the time of the BOCES open enrollment periods: the month of July for 12 month employees or the month of September for 10 month employees.

i. Effective July 1, 2007, dental coverage shall be improved as follows:

Type A – Diagnostic and Preventive Services	100% Coverage
Type B – Restorative Services	80% Coverage
Type C – Prosthodontics	50% Coverage
Type D – Orthodontics (\$1,000 lifetime maximum*)	50% Coverage

* Effective July 1, 2008, the lifetime maximum coverage for orthodontics shall be \$1,500.

C. VISION CARE

BOCES will provide vision care through Davis Vision for employees. BOCES shall pay 80% of the premium and the employee shall pay the remaining 20%. The vision care benefit shall be available without a deductible or co-payment on a 24 month cycle for in-network eye exams and eyewear.

D. LONG-TERM DISABILITY

All employees who work at least 20 hours per week will be provided a group Long-Term Disability Insurance Policy. The basic benefit will be 60% of an employee's monthly salary to a maximum of \$5,000 per month. There will be a 90 day waiting period before the benefit becomes effective. The monthly benefits will be reduced by benefits paid under Social Security, Workers' Compensation and/or applicable New York State Retirement System. The annual premium for such a group policy is paid by BOCES.

E. FLEXIBLE SPENDING ACCOUNT

Employees may participate in a Flexible Benefit Plan, established by BOCES in accordance with Section 125 of the Internal Revenue Code, for purposes of health

and dental insurance premium contributions, child and dependent care, and medical reimbursement expenses. BOCES shall pay the administrative fee for this program.

ARTICLE XV

LEAVES OF ABSENCE

A. Short-Term Leave

1. Leave Provisions for Twelve-Month Employees

1st Year – Total of 10 days – 2 of which may be used for personal business.

2nd Year – Total of 14 days – 2 of which may be used for personal business.

3rd Year through 6th Year - Total of 18 days – 4 of which may be used for personal business.

7th Year and thereafter – total of 20 days – 4 of which may be used for personal business.

The total leave days (listed above) may be used to cover personal or family illness. (Total leave days for ten-month (10) employees will be reduced by two (2) in each instance). Unused leave days will accumulate to three hundred (300) for twelve-month employees for use as short term leave as defined in section A, paragraph 1 of this article. Unused days will accumulate to two hundred fifty (250) for ten-month employees for use as short term leave as defined in section A, paragraph 1 of this article.

2. Sick Leave

Members of this unit who are unable to report for work because of personal illness shall be entitled to pay for such days based on the schedule above. Such employees who are unable to work must call their respective division office to report their absence no later than ½ hour after the normal commencement of work for that position on that day.

3. Personal Leave

Members of this unit who must take time off from work to carry on personal business which cannot be carried out after school, on a holiday, or on a Saturday shall be entitled to pay for such days based on the schedule above. Except in the case of an emergency, application for personal business days must be made to the appropriate administrator three (3) days in advance utilizing the Personal Leave Day request form. Requests for personal business days immediately preceding or following a vacation, holiday or the first day of school will be approved only if an acceptable reason is provided.

4. Proration of Leave

Sick Leave and Personal Leave will be prorated for the amount of service rendered when an employee retires, resigns or goes on leave without pay prior to the end of the school year. If more days have been taken than the employee is entitled to, a deduction will be made in the final check.

5. Religious Holidays

Employees shall be eligible for up to three (3) days leave with pay for observing religious holidays, one of which may be taken without being charged against the employee's annual entitlement. Each of the two additional days that are used for observing a religious holiday shall be charged against the employee's annual entitlement to short-term leave for the current year. Religious holiday leave may not be taken after the employee's annual entitlement to short-term leave for the current work year has been exhausted. Application for use of religious holiday leave must be made in writing three (3) workdays in advance and state the religious holidays to be observed.

6. Family Leave

Members of this unit who must take time off from work due to the illness of the employee's child, spouse or parent shall be entitled to such days based on the schedule above.

7. Compensation for Unused Sick Leave

Upon retirement at age fifty-five (55) or older, a member of the bargaining unit shall be entitled to compensation for one-half (½) of the total number of sick leave days accumulated by the employee while in

BOCES service up to a maximum of two hundred (200) such accumulated days. The daily rate shall be determined by dividing the employee's base annual salary by the usual number of workdays for that employee per year.

Payment for such days shall be made by the BOCES in the form of an employer non-elective contribution deposited into the NYSUT endorsed 403(b) provider (currently ING Life And Annuity Company) in the name of the employee and in accordance with the Memorandum of Understanding between the parties dated July 15, 2003.

Notice of intention to retire and application for such compensation shall be made no later than January 15 preceding the school year in which the retirement becomes effective. In the event an employee should be forced to retire due to a disability, the January 15th notification day and the age of fifty-five (55) or older threshold shall be waived and compensation for unused sick leave shall be determined and paid as prescribed in the article.

8. Legal Proceedings and Jury Duty

Employees shall be entitled to release from duty without loss in pay to appear in a legal proceeding resulting from a conscientious attempt to perform their official duties. They shall be entitled to release from duty also for jury duty without loss in pay, providing that BOCES be remitted any stipend received as a juror.

9. Bereavement Leave

Employees shall be eligible for up to five (5) days of leave, without loss of pay, in the event of death of an employee's spouse, parent, parent-in-law, grandparent, grandchild, sister-in-law, brother-in-law, daughter-in-law, son-in-law, child, sibling, or any person living in the household as the unit member's partner. When absences for this purpose exceed ten (10) days in any single year, such excess shall be deducted from accumulated sick leave.

10. On Job Injury

Whenever a full-time employee is absent from employment and unable to perform his or her duties as a result of personal injury caused by an accident occurring in a conscientious attempt to perform his or her official duties and for which he or she is eligible for Workers' Compensation payment, he or she will be carried at full salary for the number of days of sick leave that he or she has accumulated. Only those days prior to the initial Workers' Compensation payment will be deducted from his or her accumulated leave. The BOCES will be reimbursed by the employee the amount of money paid by Workers' Compensation for those days when payment was received from both sources.

11. Civil Service Leaves

Time off with pay for the purpose of taking tests or examinations for BOCES-offered positions, in house; engaging in interviews in connection with promotional positions, for BOCES-offered positions, in house; or fulfilling provisional requirements for BOCES-offered positions, in house, shall be granted without loss in pay.

B. Child Rearing Leave

Child Rearing Leave without pay shall be granted upon application to the District Superintendent at least sixty (60) days prior to the proposed effective date. Such leave shall be for a term of not more than two (2) years, shall conclude simultaneously with the beginning of the year and shall be available on two (2) occasions. The District Superintendent shall have the discretion to grant an extension or additional requests.

C. Extended Personal Leave

Extended personal leave without pay may be granted to full-time regular employees for a period of up to six (6) months.

D. Exchange Leave

After six (6) years (in the seventh year), leave without pay may be granted to full-time regular employees for up to two (2) years upon application to the District Superintendent at least thirty (30) days prior to the commencement of the proposed effective date of leave. The objective would be to gain experience in another system in a position with the same or equal responsibility and/or title (applicant having held such position for at least two (2) years). The

termination of such leave shall be determined by mutual agreement between the employee, Director and appropriate administrator. An employee who is promoted will meet eligibility requirements upon the completion of two (2) years in his/her new position and a total of six (6) years service.

E. Illness or Injury Leave

Illness or injury leave without pay may be granted upon application to the District Superintendent for a period not to exceed two (2) years beyond accumulated sick leave.

F. No short-term leave or vacation days shall be credited during the period of employee leave granted under B, C, D, or E of the above.

G. Consecutive Leave

Employees who have been granted Child Rearing Leave, Extended Personal Leave, or Exchange Leave shall not be entitled to additional leave for any of the above purposes until that employee has returned to work for a period of not less than two (2) years. However, two (2) periods of Child Rearing Leave may be taken consecutively. Periods of consecutive leave may be granted at the discretion of the District Superintendent.

ARTICLE XVI

HOLIDAYS & VACATIONS

A. Paid Holidays

1. Labor Day
2. Columbus Day
3. Veterans Day
4. Thanksgiving Day plus the day following Thanksgiving
5. Christmas Day plus the afternoon prior
6. New Year's Day plus the afternoon prior
7. President's Day
8. Memorial Day
9. Independence Day plus one (i.e., July 4 and 5)
10. Martin Luther King, Jr. Day

When a holiday falls on a Saturday, the paid holiday will be on the Friday immediately prior. When a holiday falls on a Sunday, the paid holiday will be on the Monday immediately after.

B. Vacation Days (Twelve-Month Employees)

1. On the last day of the first complete month of service and on the last day of every subsequent month of service, 1-1/12 (1.0833) days of vacation shall be credited to each full-time employee. On July 1 following the completion of a minimum of six (6) months service, an additional vacation day will be credited up to a total of twenty (20) days.

On July 1 following the completion of the years of service specified below, additional vacation days will be credited as follows, up to a total of 23 days after 20 years:

<u>Completed Years of Service</u>	<u>Additional Vacation Days</u>
10 years	1
15 years	2
20 years	3
25 years	4

2. Subject to approval by the appropriate director, employees shall select vacation periods on the basis of length of service within job titles.
3. A maximum of ten (10) vacation days may be carried over into a succeeding school year if there is no adverse impact upon the orderly operation of the division or administrative area.

In the event an employee is asked by management to forego a vacation, an additional five (5) days may be approved for carry over.

C. Ten-Month Employees

1. Ten-month employees will work from September 1 to June 30. Full-time employees will be entitled to the same holidays available to twelve-month employees who fall during that period. Part-time employees will be entitled to holiday and vacation pay at the part-time rate. Full-time employees will accumulate 1-1/10 days of vacation as of the last day of each month during that period. On September 1st following the completion of a minimum of six (6) months employment, an additional day will be credited. A maximum of sixteen (16) days may be

accumulated and used in a school year. Since all vacation must be completed by June 30, the 1 and 1/10 days to be applied on June 30 are in question. To resolve this problem, 2 and 2/10 days will be credited on May 31. Vacation days must be scheduled with the appropriate Director, but in general they will be taken during Christmas, midwinter, or spring vacation.

2. Ten-month Service Unit employees who have direct student contact will follow the teacher calendar for holidays and vacations. Employees in this category will be exempt from earned vacation time.

D. Proration of Vacation

Part-time employees regularly working 19 hours per week or more shall be credited with .5416 day of vacation for each complete month of service. On July 1 following the completion of a minimum of six (6) months of service, an additional half-day of vacation will be credited up to a total of 10 days. Employees must have a board appointment to receive vacation.

ARTICLE XVII

SALARIES

- A. Effective July 1, 2005, hiring ranges for each Grade Level shall be as follows:

**SERVICE UNIT
2010 - 2011**

	10 Months	10 Months	12 months	12 Months
I	21,625	23,325	25,951	27,979
II	22,932	24,632	27,518	29,546
III	23,339	25,039	28,007	30,035
IV	23,749	25,449	28,499	30,527
V	24,164	25,864	28,997	31,025
VI	24,565	26,265	29,478	31,506
VII	25,455	27,155	30,546	32,574
VIII	27,533	29,233	33,039	35,067
IX	31,386	33,086	37,665	39,693
X	33,622	35,622	40,714	42,942
XI	36,622	38,622	43,763	45,991
XII	39,622	41,622	46,813	49,041
XIII	42,622	44,622	49,862	52,090
XIX	45,622	47,622	52,911	55,139
XV	48,622	50,622	55,961	58,189

**SERVICE UNIT
2011 - 2012**

	10 Months	10 Months	12 months	12 Months
I	22,001	23,701	25,951	27,979
II	23,309	25,009	27,518	29,546
III	23,723	25,423	28,007	30,035
IV	24,140	25,840	28,499	30,527
V	24,561	26,261	28,997	31,025
VI	24,969	26,669	29,478	31,506
VII	25,874	27,574	30,546	32,574
VIII	27,986	29,686	33,039	35,067
IX	31,902	33,602	37,665	39,693
X	34,175	36,175	41,384	43,612
XI	37,265	39,265	44,483	46,711
XII	40,274	42,274	47,583	49,811
XIII	43,323	45,323	50,682	52,910
XIX	46,372	48,372	53,781	56,009
XV	49,422	51,422	56,882	59,110

F. Salary Increases

All unit members, including those who have accepted a higher grade level position within the bargaining unit, shall receive the applicable general salary increase at the start of the next fiscal or academic school year, as appropriate, provided the unit member commenced employment in the bargaining unit, or in the new position within the bargaining unit, as of April 1.

- G. In the event a successor Agreement is not reached prior to June 30, 2010, unit members shall receive an increase in base annual salary of 1.75% effective each July 1 subsequent to the expiration of this Agreement until such time the parties mutually agree to a successor Agreement.

H. Longevity is non-cumulative and is granted to employees appointed with continuous employment prior to or during the specified school year as follows:

Agreement Year	Employed Prior to or during:	Longevity Amount	Total Longevity
2005-2006	1990 – 91 School Year	\$1,000	\$1,000
	1985 – 86 School Year	\$1,000	\$2,000
2006-2007	1991 – 92 School Year	\$1,000	\$1,000
	1986 – 87 School Year	\$1,000	\$2,000
2007 – 2008	1992 – 93 School Year	\$1,000	\$1,000
	1987 – 88 School Year	\$1,000	\$2,000
	1982 – 83 School Year	\$1,000	\$3,000
2008 – 2009	1993 – 94 School Year	\$1,000	\$1,000
	1988 – 89 School Year	\$1,000	\$2,000
	1983 – 84 School Year	\$1,000	\$3,000
2009 – 2010	1994 – 95 School Year	\$1,000	\$1,000
	1989 – 90 School Year	\$1,000	\$2,000
	1984 – 85 School Year	\$1,000	\$3,000

I. Grade Level Placement

Grade I

School Monitor
Job Coach

Grade II

Clerk I
Clerk/Typist
Custodial Worker
Data Entry Operator
Educational Interpreter
Messenger
Keyboard Specialist

Grade III

Custodian
Educational Interpreter
(Holds a certificate of completion in deaf studies and/or Interpreter training from a recognized institution.)
Senior Clerk
Senior Library Typist
Senior Keyboard Specialist

Grade IV

Educational Interpreter

(Has a certificate of completion in interpreter training
Or an A.A.S. in interpreter training from a recognized institute
Or meets the national standards and objective written criteria
as established by the National Registry of Interpreters for the deaf, Inc.)
Job Developer

Grade V

Educational Interpreter

(Meets the national standards and objective criteria as
established by the National Registry of interpreters for
The Deaf, Inc. and is certified as a transliteration or interpreter.)
Building Maintenance Helper
Licensed Practical Nurse
Secretary I

Grade VI

Senior Account Clerk

Grade VII

Data Processing Documentation Specialist
Building Maintenance Mechanic
Principal Account Clerk

Grade VIII

Computer Operator
Principal Data Entry Machine Operator
Occupational Therapy Assistant
Physical Therapist Assistant
School Nurse

Grade IX

Computer Programmer
Senior Computer Operator

Grade X

Grade XI

Supervising School Nurse

Grade XII

Grade XIII

Grade XIV

Grade XV

Building Energy Specialist

J. **Miscellaneous Payroll Deductions**

Miscellaneous deductions made to a payroll check will be explained by an insert attached to the first payroll check received in each fiscal year. If an individual's pay is other than standard, the individual will be entitled to access payroll records that will explain the difference in pay.

ARTICLE XVIII

PROFESSIONAL IMPROVEMENT

Prior written approval of the District Superintendent is required if a request is made for tuition payment for courses at a recognized institution. Such courses must be directly related to improvement of work skills in the employee's current position.

ARTICLE XIX

JOB DESCRIPTIONS

BOCES shall provide the Association with job descriptions for each job category. Upon written notice to BOCES, the Association shall have the right of consultation concerning change in job descriptions.

ARTICLE XX
IMPLEMENTATION

As soon as possible after ratification, each member of the unit will be provided with a copy of this Agreement, hospitalization and dental information and applications, and a statement indicating salary grade, annual salary, accumulated leave and vacation.

ARTICLE XXI
RETIREMENT

- A. Members of the negotiating unit shall give reasonable advance notice of their intention to retire (Article XV, Section A-7). Such notice shall specify the last day on which the employee will be physically on the job. The effective day of retirement shall be the last day actually worked on the job. The employee shall be entitled to lump sum compensation for unused vacation time as of the effective date of retirement.
- B. BOCES shall provide career retirement plan benefits for Tier I and Tier II employees pursuant to Section 75-I of the Retirement and Social Security Law.

ARTICLE XXII
DURATION

The term of this Agreement shall be July 1, 2010 to June 30, 2012.

ARTICLE XXIII

SICK LEAVE BANK

- A. Persons in the negotiating unit may contribute personal sick leave credits to a pool to be used to provide additional sick leave to members of the bargaining unit in the event that current and accumulated sick leave is exhausted and illness continues.
- B. Eligibility to receive days from the sick leave bank shall be limited to those employees who have contributed to the pool during the most recent open window period.
- C. A new open window period shall occur whenever the total number of days in the pool falls below 200 days. Each new open window period shall be for 30 calendar days and in no event shall there be more than one open window period in any given school year.
- D. Employees shall opt to participate in the sick leave bank, or decline participation, on a form provided by the District Superintendent. Employees who opt to participate shall contribute one day per person and shall remain a sick leave bank participant until such time as a new window period becomes necessary. Newly hired employees shall be included as sick leave bank participants and one day shall be deducted by the BOCES from their leave accruals.
- E. Employees who decline participation shall be ineligible to receive days from the pool until such time as a new window period occurs and they opt to participate by contributing one day.
- F. After a member of the bank uses up his/her current and accumulated sick leave, he/she may apply to the District Superintendent for use of days from the pool. The District Superintendent and the President of the Association, or their designees will serve as trustees of the pool and all decisions relating to the use of the pool days will be made by them. (Such decisions shall not be subject to the grievance procedure). However, a rejected applicant may ask for and will receive a review of the decision by a review committee comprised of three (3) individuals appointed by the President of the Association and three (3) individuals appointed by the District Superintendent. Recommendations of this committee will be made to the trustees of the pool.

- G. Usage of pool days may be in any amount, but not more than fifteen (15) days times the years of service in the District, and in no case in an amount that would carry past the end of the school year in which the usage took place.
- H. Should a member of the bank require additional days at the commencement of the following school year, he/she may reapply.
- I. The sick leave bank is intended to cover major illnesses in which a member of the unit will be disabled for an extended period of time.
- J. Employees who have been injured on the job, and who have received benefits under Article XV-A-10 of this Agreement, shall be eligible for consideration of benefits by the bank when their entitlement to full pay ends even though they retain sick leave credits. In the event such employee receives both Workers' Compensation and Sick Leave Bank benefits, the BOCES shall be reimbursed in the amount of the Workers' Compensation payments for those days when the employee received payment from both sources.
- K. The trustees of the pool shall submit an annual report to the District Superintendent and the President of the Association.

ARTICLE XXI

LEGISLATIVE AUTHORITY

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 BE EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

For the BOCES:

For the Association:

District Superintendent
Capital Region BOCES

Chairperson, Service Unit
Capital Region BOCES
Faculty Association

President
Capital Region BOCES
Faculty Association

Date _____

Date _____

APPENDIX A

Grievance No. _____

CAPITAL REGION BOCES FACULTY ASSOCIATION

STATEMENT OF GRIEVANCE

Date _____

Stage _____

Hearing Requested? ___

(Date)

Aggrieved Party _____

Position _____

Provision Involved _____

Factual Statement of Grievance _____

(Use reverse side if necessary)

Redress Sought _____

Signed _____
Grievant

Signed _____
For the Association

APPENDIX B

CAPITAL REGION BOCES FACULTY ASSOCIATION

REPORT AND/OR DECISION

Grievance No. _____ Stage No. _____

Aggrieved Party _____

Hearing Held? _____

Grievance Report and/or Decision:

Date

Signature

APPENDIX C

CAPITAL REGION BOCES FACULTY ASSOCIATION

PERSONAL LEAVE DAY REQUEST - PERMISSIBLE REASONS

- 1. Legal _____
- 2. Medical _____
- 3. Financial _____
- 4. Family Business _____
- 5. Other (reason subject to
advance approval) _____

Signature

Approved by: _____

APPENDIX D

CAPITAL REGION BOCES FACULTY ASSOCIATION

Regarding Article X, Working Conditions-Classroom/Student Based Support Staff, B.1. of the Service Unit Agreement between Capital Region BOCES and the Faculty Association as referenced exclusively to Interpreters, OTA/PTA personnel and excluding all other personnel represented by this agreement, where the administration decides that there is a need for such employee to work beyond the normal workday at the direction of his/her Supervisor.

1. The length of the school day shall be six hours per day, inclusive of lunch with 20 minutes of respite in both the A.M. and the P.M. for Interpreters.
2. In the event that an employee is requested by his/her Supervisor and is willing to work one hour past contract time, he/she will be compensated at his/her regular rate of pay for that one hour. Employees who are unwilling to work past contract time will not be adversely impacted.
3. When school-related, non-instructional programs such as athletic and extracurricular events occur outside of the workday, and interpreting services are requested by the school district and/or BOCES officials, compensation for the Interpreter providing the requested service shall be the rate specified in Article X, Section B.2. Distinction between the rates outlined in #2 and #3 will be provided by the Administrative Supervisor through appropriate submission of the employee timesheet to the business office.

/s/ Harold Douglas Harple, Sr.
For the Association

8/16/04
Date

/s/ Barbara Nagler
For the BOCES

8/16/04
Date