

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

DISTRICT SUPERINTENDENT

BOARD OF COOPERATIVE EDUCATIONAL SERVICES

SOLE SUPERVISORY DISTRICT

ONONDAGA-CORTLAND AND MADISON COUNTIES

and the

ONONDAGA-CORTLAND-MADISON BOCES

FEDERATION OF TEACHERS

JULY 1, 2019- JUNE 30, 2022

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ARTICLE I

RECOGNITION

Unit Included:

All professionals providing direct student services including the following full and part-time employees: elementary and secondary teachers, adult education employees who work twelve (12) or more hours per week, occupational education teachers, itinerant teachers, special education teachers, speech therapists, psychologists, teacher assistants, guidance counselors, school nurse teachers, physical and occupational therapists, occupational therapy assistants, school audiologists, school nurse and nurse practitioner, long-term substitutes who are employed for at least a semester or more for a period of five (5) consecutive months as replacements for absent teachers who are expected to return, diversified work study coordinators, awareness placement counselors, substance abuse counselor, school librarian, school social worker, vocational evaluator, vocational evaluator assistant, employment and training counselor, employment services specialist, vocational rehabilitation counselor, program coordinator, counselor and school psychologist/coordinator.

Excluded:

District superintendent, deputy superintendent, assistant superintendent, any other supervisory position requiring administrative certification from the State Education Department, per diem substitutes, summer school teachers, teacher trainer, clinical instructors and adult education enrichment program teachers.

ARTICLE II

APPOINTMENTS

All full and part-time employees in the Pre-K through grade 12 BOCES programs are entitled to appointments in accordance with Civil Service or Education Law. Full-time adult education teachers and teacher assistants shall be appointed for the term of the program for which they are employed. While such appointments may be renewed, these positions are not tenure track appointments.

ARTICLE III

NEGOTIATIONS PROCEDURE

Either party wishing to amend this agreement shall notify the other party in writing by January 15 of the final year of the agreement. A first (1st) negotiation session shall be established within thirty (30) calendar days after January 15, at which time there shall be a joint submission of proposals. The parties may mutually establish a different first (1st) meeting date.

ARTICLE IV
PAYROLL DEDUCTIONS

A. The BOCES shall make the following deductions from the salaries of each employee who provides written authorization for same to the BOCES Personnel Office.

1. Health and dental insurance premiums.
2. United Way contributions, December through June.
3. Credit Union: BOCES shall provide direct deposit of the employee's payroll check or part thereof to any bank or credit union within the United States.
4. A tax deferred program (IRS-403b) designated by the employee.
5. A bargaining unit member may make as many changes to his/her tax deferred program or Roth 403(B) as he/she deems appropriate during the year.

An employee may withdraw his/her authorization for the above at any time by written notice to the BOCES Personnel Office at least fifteen (15) days prior to the effective payroll date.

B. Employees who have authorized deductions for Federation dues shall have the total deductions commence with the first (1st) payroll date in October in equal installments.

The Federation shall notify the BOCES Personnel Office of the amounts to be deducted.

Employees may withdraw their authorization by written notice to the Federation and the BOCES Personnel Office at least fifteen (15) days prior to the effective payroll date.

C. The Federation shall indemnify the BOCES against any liability incurred by reason of the BOCES' compliance with this Article, provided the BOCES promptly transmits the monies deducted to the appropriate authorities.

D. BOCES agrees to provide for voluntary payroll deductions for the NYSUT Benefit Trust. The NYSUT Benefit Trust assumes responsibility for the proper withholding of funds from NYSUT members and shall save harmless BOCES for liability arising out of the withholding, or lack of withholding, of such funds for the purpose of paying for those benefits secured to members and by the Trust, unless such withholding, or lack of withholding, upon

which liability is predicated is the result of a criminal act or acts on the part of the BOCES.

E. FLEXIBLE SPENDING PLAN (IRS)(Code - Section 125)

BOCES shall provide a Flexible Spending Plan, in accordance with the provisions of the Internal Revenue Service Code, Section 125. Such plan shall include a premium payment account, unreimbursed medical expenses account, and dependent care expense account. The third party administrator and the operating procedures for the plan shall be jointly determined. The plan shall be available to employees paid on a salaried basis and employed for a minimum of 50% of a regularly scheduled full-time equivalent work year.

F. VOTE-COPE

Effective July 1, 2010, the BOCES agrees to provide voluntary payroll deductions for NYSUT VOTE-COPE. NYSUT assumes responsibility for the proper withholding of funds from NYSUT members and shall save harmless BOCES for liability arising out of the withholding or lack of withholding of such funds.

ARTICLE V
VACANCIES

The Personnel Office will consecutively number (starting with a new #1 on July 1 each year) and will post all vacancies and new positions on bulletin boards in BOCES buildings for a period of two (2) weeks from the date of posting in the building, and also will notify the Federation President of such vacancies and new positions at the time of the posting (including the summer months). Bids for such vacancies shall be made within the posting period noted above.

Each unit member bidding for a vacancy or new position will be advised of the filling of such vacancy within two (2) weeks after the same is filled.

In selecting the individual to fill a vacancy or new position among all applicants, including outside applicants, the following factors shall be considered: experience, training, seniority and qualifications.

ARTICLE VI **ASSIGNMENTS**

Employees shall be continued in the grades and/or subjects which they teach and in the buildings to which they have been assigned unless otherwise notified in writing by their immediate BOCES Administrative Supervisor.

ARTICLE VII **VOLUNTARY TRANSFERS**

Employees who desire a change in grade and/or subject assignment, or who desire to transfer to another facility, shall file a written statement of such desire with the Director of Personnel with a copy to the immediate supervisor. Such requests should be made during the month of April for the following school year. Requests at other times will be considered as vacancies are available. The Director of Personnel will acknowledge the request in writing.

ARTICLE VIII **INVOLUNTARY TRANSFER**

1. An involuntary transfer or reassignment shall be one defined as any geographic change in an employee's work site which the employee has not requested.
2. When the need for an involuntary transfer or reassignment is known, the BOCES shall seek volunteers from among those meeting the qualifications identified below of the position who shall be transferred or reassigned first.
3. If involuntary transfer occurs, the following criteria (in rank order) shall be utilized by the Superintendent to determine who shall be transferred and whose decision is final.
 - a) Instructional Requirements
 - b) Experience in type of assignment.
 - c) Work performance and effects upon instruction as determined by evaluations.
 - d) Preference of employee in accordance with his/her BOCES seniority.
4. Notice of involuntary transfer or reassignment shall be given to employees, and under normal circumstances, not later than May 15.
5. No transfer shall be made for arbitrary, capricious, or disciplinary reasons.

6. An involuntary transfer or reassignment will be made only after a meeting between the employee involved and the appropriate Director at which time the employee will be notified in writing of the reason therefore. In the event that an employee objects to the transfer or reassignment, (s)he will notify the Federation.
7. Employees who are being reassigned involuntarily will be given the opportunity, during working hours, to visit the school(s) to which such reassignment will be made.
8. In the event that an employee is involuntarily transferred and wishes to return to his/her previous assignment or an assignment closer in distance to the previous assignment, a reasonable effort will be made to accommodate this request if there is such a vacancy.

ARTICLE IX

GRIEVANCE PROCEDURE

A. Definitions

1. "Grievance"

A grievance is any claimed violation, misinterpretation or inequitable application of an express term or terms of this agreement.

2. "Grievant"

A grievant is any unit employee or the Federation.

3. "Day"

Unless otherwise specified, a day shall refer to work days during September through June when unit employees are scheduled to be in attendance. If a grievance is initiated prior to the end of the school year and extends into the summer months, days shall be defined as those days that the BOCES is officially open for business.

B. General Procedures

1. All grievances shall be in writing and include the name and position of the grievant, the identity of the contract provisions involved, the day and place where the alleged event(s) or condition(s) contributing to the grievance existed, the identity of the party responsible for causing said

event(s) or condition(s), if known to the grievant, and a general statement of the nature of the grievance and redress sought.

2. Except for informal decisions at Step 1, all decisions shall be rendered in writing and shall be transmitted to the grievant and the Federation.
3. All meetings between the parties held pursuant to the grievance procedure (except Step 1) shall be held outside the hours of employment unless otherwise mutually agreed upon. Preparation of grievances and other unilateral activities in connection with grievances shall be conducted outside the hours of employment.
4. For the purpose of facilitating the processing of grievances, each party will furnish the other, upon request, with any and all documents which they are required by law to furnish.
5. Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance informally adjusted without intervention of the Federation, provided the adjustment is not inconsistent with the terms of this agreement and the Federation has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, such adjustment shall be final and binding upon the grievant, but shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.
6. If any provision of this grievance procedure or any application thereof to any employee or group of employees in the unit shall be finally determined by any court to be contrary to law, then such provision or application shall be deemed invalid, but all other provisions or applications will continue in full force and effect.
7. Grievances shall be submitted to Step 1 within fifteen (15) working days of the time the grievant knew or should have known of the act, event or occurrence giving rise to the grievance or it shall be barred and there shall be no right to process the grievance.
8. Failure by the grievant after Step 1 to process said grievance within the time frames set forth herein shall be considered a bar and there shall be no right to process the grievance any further.
9. Should the employer or his representative not process the grievance in a timely fashion, the grievant may move to the next step of the

grievance process as though an answer had been received within the stated time frame.

C. Step Procedures

Step 1

The grievance shall first be discussed between the grievant and/or his/her representative and the grievant's immediate Supervisor and/or his/her designee. If the grievance is not resolved at Step 1, it must be submitted to Step 2 within ten (10) days of receipt of the Step 1 decision. If a grievance is not submitted in writing to the Superintendent or his designee within the ten (10) days, there shall be no right to process the grievance further.

Step 2

If the grievance is not resolved in Step 1, and the grievant wishes to have it reviewed further, the grievant shall submit to the Superintendent or his/her designee a written statement setting forth the specific nature of the grievance and the facts relating thereto. Within ten (10) days of receipt of the grievant's written statement, the Superintendent or his/her designee shall hold an informal hearing at which the grievant and/or his/her representative will appear to present oral and written arguments. Within ten (10) days after the close of the hearing, the Superintendent or his/her designee will answer the grievance in writing. If the grievant is not satisfied with the answer in Step 2, the grievant may appeal to Step 3.

Step 3

If a grievance remains unresolved after Step 2, the grievant or the Federation may submit said grievance in writing within fifteen (15) working days from receipt of the decision at Step 2 to the American Arbitration Association under its Voluntary Arbitration Rules. No grievance shall be submitted to arbitration without the consent of the Federation.

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

The fees and expenses of the arbitrator shall be shared equally by the Board and the Federation.

The arbitrator shall have no power to add to, subtract from, or change, any of the provisions of this Agreement, or to render any decision which conflicts with any law, regulation, or directive, or to imply any obligation which is not specifically set forth in this Agreement. Each demand for arbitration shall list only one (1) grievance unless the parties otherwise agree to handle several grievances for hearing before an arbitrator.

Awards may not be retroactive beyond twenty (20) calendar days prior to the service of the Step 1 written grievance.

ARTICLE X

LEAVES OF ABSENCE

A. Leave for Personal Business

1. At the beginning of each school year, all full-time employees shall be credited with three (3) days of personal leave as specified below:
 - a) Those ten (10), eleven (11) and twelve (12) month employees commencing work at the beginning of the school year shall be credited with three (3) personal leave days a year at the beginning of their work year.
 - b) Those ten (10), eleven (11) and twelve (12) month employees commencing work after the start of the work year will be immediately credited with one (1) day of personal leave for each three (3) remaining months of their work year to a maximum of three (3).
 - c) Personal business leave shall not exceed three (3) days per year. Unused days shall be added to personal sick leave accumulation at the end of each school year.
2. Employees will be granted such leave for personal business which would otherwise create a hardship failing such leave. The employee is to use his/her best efforts to schedule personal business matters at times outside of the normal work day.
3. Generally, personal business leaves will not be approved for days immediately preceding or following a scheduled holiday or vacation period except in extraordinary cases where the need for such leave could not have been known in advance or where the personal business could not be scheduled during the holiday or vacation period. In these cases, the employee shall be required to provide the Director of Personnel with the specific reason for the personal business leave request and, if requested by the Administration, supporting information concerning the request for leave.
4. Although not all inclusive, personal business leave shall not be utilized for the purpose of engaging in other gainful employment, a "day off," to engage in or watch sporting events, to engage in hunting, fishing or other outdoor recreation, vacation extensions or travel before or after scheduled holiday or vacation periods. Except as otherwise provided

under Article XXI, personal business leave shall not be used for purposes of attending to activities on behalf of the Federation.

5. All personal business leaves will be granted in accordance with the above guidelines upon written request to the employee's immediate supervisor and approval of the Director of Personnel. Requests shall be submitted one (1) week in advance (except in emergencies) by the employee.
6. Part-time employees who work fifty (50%) percent or more shall have their leave benefits prorated accordingly.

B. Leave for Religious Observance

Full-time employees will be granted leave not to exceed three (3) days per annum for the purpose of religious observance providing that such obligation cannot be accomplished outside of the employee's regular work day. This leave shall not be cumulative. Part-time employees who work fifty (50%) percent or more, shall be prorated accordingly.

C. Sick Leave

1. A maximum of twelve (12), thirteen (13) or fourteen (14) days' absence shall be granted annually without loss of remuneration to each full-time ten (10), eleven (11) or twelve (12) month employee, respectively, provided such absences are due to personal illness and subject to the following conditions:
 - a) Unused personal sick leave shall be cumulative to a maximum of two hundred fifty (250) days. Upon reaching the maximum accumulation, any employee may first draw upon the new fiscal year's annual entitlement before drawing on the accumulated days. The annual entitlement above the maximum accumulation will not accrue from year to year.
 - b) Crediting of sick leave shall be on the following basis: On July 1 of each year the employee will be credited with his/her full allocation for that school year. New employees, those returning from an unpaid leave of absence, and those whose anniversary dates are other than July 1 shall, for purposes of clarifying accumulation, have their sick leave prorated for the initial year and thereafter be granted their full allocation as of July 1.
Example: A new ten (10) month employee or one with an anniversary date of February 1 would be credited with the

prorated allocation of six (6) days (five [5] months x 1.2) as of that date and the full twelve (12) days as of July 1 of that year.

- c) The daily gross rate of sick leave pay will be equal to the regular daily rate of pay earned during the school year in which such absences occur.
- d) Any employee entering service with this Board from another school district will receive credit for one half (1/2) of the sick leave accumulated in that district, with the maximum accumulation of days serving as a limit for such credit as noted in 1(a) above.
- e) Any teacher who becomes a BOCES employee as a result of the program being taken over by BOCES in accordance with Section 3014-a of the New York State Education Law will receive credit for all sick leave (s)he has accumulated at the time of the program takeover.
- f) A signed doctor's certificate may be required to verify sick leave of an employee's absence or fitness to return to work, upon request of the Superintendent.
- g) It shall be the duty of the employee to furnish the Board a complete report of absences together with reasons therefore by calling the BOCES office in the facility where the employee works if the immediate supervisor is not available.
- h) Part-time employees who work fifty (50%) percent or more shall have their leave benefits prorated accordingly.

D. Family Leave

1. Family leave credits, not to exceed five (5) days per annum may be used for verified serious illness in the full-time employee's immediate family requiring attendance and care by the employee. Unused Family Leave days shall be added to personal sick leave accumulation at the end of each school year. If the above family illness leave days are exhausted the employee may use up to an additional five (5) days which will be deducted from the employee's sick leave accumulation. Immediate family shall be defined as spouse, parent, child, brother, sister, mother-in-law, father-in-law, grandparents, grandchild, foster children, stepchildren or any other relatives who are members of the employee's household.
2. Part-time employees who work fifty (50%) percent or more shall have their leave benefits prorated accordingly.

3. Employees entitled to Family Leave as defined in #1 and 2, above, who commence work after the start of the work year shall be credited with prorated Family Leave on the basis of the number of full months of employment remaining in the employee's regular work year, divided by the number of months in the employee's regular work year multiplied by the annual leave allocation rounded to the nearest one half (1/2) day increment.
4. Medical/dental appointments for an employee's immediate family are to be charged to Family Leave.

E. Absence Due to On the Job Injury

1. On or after July 1, 2019, whenever an employee is absent from work as a result of a job-related injury the BOCES will continue to pay the employee's salary for the first ninety (90) workdays of such absence without the use of the employee's accrued paid leave time. After this period, the employee may use her or his sick leave while absent. Any Workers' Compensation payments made to the employee during this time will be turned over to the BOCES and the employee's sick leave will be credited on a pro-rated basis based on the amount of payment received. The parties, at times mutually agreeable, shall participate in an ongoing collaborative review of workplace injuries.

F. Quarantine Leave

1. Full-time employees required to remain absent because of quarantine shall present a certificate issued by the attending physician or by the local health officer establishing the necessity thereof. Under these circumstances they shall be granted leave with pay and no charge shall be made against sick leave or other leave benefits if the executive officer is satisfied that the conditions warrant such actions. Prior to return to duty, a medical certification may be required.

G. Leaves for Bereavement

1. Four (4) days per occurrence to a maximum of ten (10) days per year for full-time employees non-cumulative for death in the immediate family shall be allowed without loss of pay. Additional days may be granted in the discretion of the Administration. "Immediate family" means parents, grandparents, spouse, children, grandchildren, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-

law, aunts, uncles, nieces, nephews and persons living with the employee.

2. Part-time employees who work fifty (50%) percent or more shall have their leave benefits prorated accordingly.

H. Jury Duty

1. On submission of written proof of the necessity of jury service, or attendance at court pursuant to subpoena or other court order not as a party to litigation, any full-time employee shall be granted a leave of absence with pay for such purpose providing any remuneration received for such service by the court be reimbursed to the Board.
2. Part-time employees who work fifty (50%) percent or more shall have their leave benefits prorated accordingly.

I. Military Leave

All employees engaged in the performance of military duty under proper orders shall be granted all benefits guaranteed under military law.

J. Family and Medical Leave Act

1. In accordance with the applicable provisions of the federal Family and Medical Leave Act of 1993 ("FMLA"), eligible unit members shall be entitled to up to twelve (12) weeks (60 work days) of unpaid leave for FMLA approved absences per fiscal year (July 1 - June 30).
2. To be eligible for FMLA leave an employee must have worked for OCM BOCES for at least 12 months and at least 1,250 hours during the 12 months immediately preceding commencement of leave.
3. Eligible employees wishing to take FMLA leave must make application for such leave, in advance (30 days where possible, or as soon thereafter as the employee becomes aware of the need for such leave), on a form available from the BOCES personnel office.
4. An employee granted FMLA leave will continue to be covered under OCM BOCES' group health and dental insurance plans, under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. The employee will be responsible for paying their portion of the applicable premium rate(s).

5. Absences of four (4) or more consecutive days for personal illness (paid or unpaid) and any previous FMLA leave occurring from July 1 to the effective date of the current FMLA leave request, will be subtracted from the employee's total annual FMLA leave entitlement for that fiscal year. If a leave is for the employee's own serious medical condition, paid sick leave shall run concurrently with the FMLA leave. Employees who have paid vacation leave or other applicable paid leave credits (i.e. personal and family illness leaves) may, at the employee's option, apply such paid leave time against their FMLA leave and such paid leave shall run concurrently with and be a part of the FMLA absence.
6. Except as otherwise provided for herein, FMLA leave shall be subject to and governed by the applicable statute.

K. Unpaid Leave

1. The Board may grant a leave of absence, not to exceed one (1) year, without pay to unit members who work fifty (50%) percent or more as follows:
 - a) Application for such leave must be made with the Superintendent in writing at least six (6) months prior to the beginning of such leave except as extreme circumstances dictate otherwise.
 - b) Return to service must be at the beginning of a semester.
 - c) Upon return, the employee shall be returned, consistent with his/her seniority, to a position within his/her tenure area.
 - d) The Board may, in its discretion, extend such leaves.
 - e) All benefits to which an employee was entitled at the time the employee's leave of absence commenced, including unused accumulated sick leave and credits toward tenure, will be restored to the employee upon the employee's return.
 - f) Additional benefits will not be accumulated during the period of the leave.
 - g) In the case of a non-tenured employee, the time accrued during such leave shall not be credited to the probationary period for the purpose of obtaining tenure.

- h) Upon return from such leave, the employee's salary will be determined by adjusting the salary the employee was receiving immediately preceding the commencement of the unpaid leave by the negotiated increase for the year in which (s)he resumes active employment.
 - i) The above conditions, (a) thru (h), are applicable for all unpaid leaves of absence as noted in sections one (1) and two (2) respectively.
- 2. In the case of a birth or adoption of a child, an employee who works fifty (50%) percent or more upon written request will be granted a leave of absence of up to two (2) years for child-rearing purposes under the following conditions:
 - a) Requests shall be submitted at any time between the commencement of the pregnancy and one (1) month prior to the anticipated birth of the child and as soon as possible in cases of adoption.
 - b) Following such leave the employee may return only at the beginning of the school year or the semester break or at other such time as mutually agreed upon.
 - c) In the event of the death or institutionalization of the newly born or adopted child, the employee, upon one (1) month's written notice may return to work before the scheduled termination of the leave, but in no event during the last two (2) months of the school year, unless the teacher has taught the majority of the school year (at least six [6] months).
- 3. If an employee is enrolled for group health and dental insurance benefits and wishes to continue such coverage while on unpaid leave of absence, (s)he may do so by paying the full applicable premium rate. To provide for continued coverage, it is the employee's responsibility to contact the Personnel Office to make arrangements for premium payment. Failure to make arrangements will result in the cancellation of insurance coverage effective the end of the month in which the unpaid leave commences.

L. Leave for Dental and Medical Visits

- 1. Accumulated sick leave credit may be used in units of days or half days to permit dental or medical visits for the employee which may not be accomplished other than during working hours.

2. Approval of the immediate BOCES supervisor shall be secured, except in emergencies, at least two (2) days in advance of such leave and should not interfere with the regular operation of the program.
3. In the case of emergency, notification must be given to the immediate BOCES Supervisor or designee upon leaving the work area.

M. Leave for Prolonged Illness

In the event a leave is granted in the discretion of the Board, because of a prolonged illness or injury to a member of the immediate family, an employee (one who works fifty [50%] percent or more) on such leave shall have the right to return prior to the expiration of such leave upon one (1) month's written notice to the Superintendent or his designee; but, in no event, during the last two (2) months of the school year, unless the employee has taught the majority of the school year (at least six [6] months).

N. Absence Notification

Except as otherwise provided in this Article with respect to absence notification, an employee shall give notice as soon as possible prior to the time (s)he is to be absent.

O. Adoption Leave

Unit members may use family leave, vacation, personal days or any combination for the placement with the employee of a child for adoption and to care for the newly placed child. Leave to care for a newborn child or for a newly placed child must conclude within 12 months after the birth or placement.

ARTICLE XI

PROFESSIONAL CONFERENCES

1. The Board recognizes the educational value of attendance at professional conferences and workshops, and, if practical, will budget reasonable funds for:
 - a) Visitation to other schools for professional observation.
 - (i) BOCES personnel who propose visitation to other schools for professional observation should make requests at least two (2) weeks in advance for recommendation to the Superintendent by the immediate Supervisor.

- (ii) A written report must be made available to the Superintendent within five (5) days and also made available to other employees affected.
- b) Attendance at professional workshops or conferences.
 - (i) The Board will pay reasonable expenses including fees, meals, lodging and/or transportation (when BOCES transportation is not available) incurred by personnel who attend workshops, seminars, conferences, or other professional improvement sessions. The Board will pay each employee his/her salary while absent in connection with attendance at such conferences.
 - (ii) Advance approval for attendance at conferences must be secured from the Superintendent.
 - (iii) A written report must be given to the Superintendent or his/her designee within at least ten (10) days after attendance at a conference.
 - (iv) When the situation demands, and at the discretion of the Superintendent, the Board may grant permission to an employee to leave the school prior to the end of the school year for the purpose of professional improvement (Summer Institutes, Grants, Fellowships, etc.).
- 2. The Superintendent may also approve of attendance at conferences without pay or reimbursement for expenses.

ARTICLE XII

SICK LEAVE BANK

The Sick Leave Bank shall be administered according to the following guidelines:

1. The Sick Leave Bank shall be administered by the Personnel Office which shall provide the Federation with a written accounting of its status upon written request by the Federation but not more than twice each year. Any request for use of the Sick Leave Bank shall be reviewed by the Director of Personnel and an OCMBFT designee prior to approval.
2. The Sick Leave Bank shall be established by the contribution of one (1) day of accumulated sick leave per participating unit employee who works fifty (50%) percent or more. Bargaining Unit members may choose to join or withdraw from the bank once a year during the month of May. A new unit employee as defined above may opt to join in the first (1st) month after completing one (1) year of service.
3. The maximum number of days in the bank shall be five hundred fifty (550) days.
4. The bank will be replenished when the number of days in the bank reaches thirty (30) or less.
5. Replenishment of days will be automatic for all Bank members. One day shall be taken from each member each time a replenishment occurs.
6. Only participating unit employees who work fifty (50%) percent or more may draw on the bank.
7. An eligible employee drawing on the bank must first exhaust all of his/her accumulated sick leave and have an illness or disability of at least four (4) weeks' duration.
8. First (1st) year employees are excluded from participation in the bank.
9. The parties acknowledge that the Bank is and always has been intended for serious illness or injury.
10. The sick leave bank is not available to employees after worker's compensation leave set forth in Article X, Section E.

11. Participating employees may draw on the bank based upon the following guidelines:
 - a) Five (5) days for each year of full-time or one half (1/2) time (50%) continuous service with the Onondaga-Cortland-Madison BOCES or its predecessor.
 - b) One (1) day for each two (2) days of accumulated sick leave as of the beginning of the contract year during which the disability or illness commences.
 - c) The above formula will be capped at two hundred (200) days for any (same) illness or disability.
12. The administration may require medical documentation of any claim to the bank at any time.
13. Requests for Bank days shall be made for no more than twenty five (25) days at one time and may be renewed on a first come, first serve basis within the guidelines listed in Section 11 above.

ARTICLE XIII

EVALUATION

- A. All monitoring or observation of the work and performance of employees will be conducted openly and with full knowledge of the employee. Public address audio systems and similar surveillance devices shall not be used for this purpose. Observation and evaluation of employees shall be continuous and ongoing.
- B. Non-participation in voluntary extra-curricular, community, church, club, or social activities shall not be a valid consideration for evaluating performance.
- C. Evaluation Report Conference and Comments - Unclassified Civil Service Employees
 1. A written report will be made of each classroom observation or evaluation that is to form a part of the employee's personnel record. Each observation, evaluation report or improvement plan which indicates an item where improvement is required must also indicate suggestions for improvement. A copy of every extended observation shall be furnished to the employee involved within ten (10) working days, (also ten days for mini observation), except under extenuating circumstances, after such observation or evaluation. A conference will

be arranged by the immediate supervisor with the employee to discuss such report. All reports shall be acknowledged by the employee. Only those who have an official right and reason for so doing may inspect an employee's file.

2. Probationary employees shall be evaluated at a minimum in accordance with the following:
 - a. Teachers covered by 3012-d – one extended and three mini observations
 - b. Teachers not covered by 3012-d – two extended observations
 - c. Speech Teachers, Social Workers and Psychologists, - two extended observations
 - d. Teaching Assistants – one extended observation.

Tenured employees will be evaluated at a minimum in accordance with the following:

- a. Teachers covered by 3012-d –three mini observations
- b. Teachers not covered by 3012-d – one extended observation, at least every three years
- c. Speech Teachers, Social Workers and Psychologists, - one extended observation, at least every three years
- d. Teaching Assistants – one extended observation, at least every three years

Adult Education Teachers – Three mini observations

3. In addition to the above, the parties agree to establish a committee of equal representation, who will meet as needed and develop the evaluation instrument (form) which will thereupon be utilized in evaluating unit members. The parties also agree that the committee is limited to discussing procedural issues associated with creating this form and are not empowered to determine the criteria on which said evaluations will be based.
4. A committee of equal number, not to exceed three (3) each, of Adult Education Administrators, and Adult Education staff appointed by the Federation, shall develop procedures and forms for Adult Education evaluation. The parties agree that the committee is limited to discussing procedural issues associated with creating this form and are not empowered to determine the criteria on which said evaluations will be based.

D. Employee Evaluation - Classified Civil Service Employees

1. Classified Civil Service Employees shall be evaluated by their immediate Supervisor or an Administrator at least twice during their probationary period. Permanent employees shall be evaluated by their immediate Supervisor, or an Administrator, at least once every three years.
 2. The employee shall be given one (1) copy of the evaluation report within ten (10) workdays. The employee must sign the original copy and return it to the evaluator immediately. The employee's signature only signifies that (s)he has read, or had the material read to him/her.
 3. The employee and the evaluator will hold a post evaluation conference no later than ten (10) workdays after the employee has received the evaluation.
- E.** An employee will be provided, upon written request, an opportunity to review and make copies of non-confidential material in his/her personnel file. All such materials will be kept in an official file located with the Executive Officer or his designee in a centrally located place.
- F.** No material derogatory to an employee's conduct, service, character or personality will be placed in his/her personnel file unless the employee has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Executive Officer or his/her designee and attached to the file copy.

ARTICLE XIV
TERMINATION

- A.** Employees who have completed at least two (2) full years of service to the BOCES shall not be discharged except for just cause.
- B.** Except in extreme emergencies, the Superintendent or his authorized designee will give written notice prior to June 1 to those teachers who are not going to be rehired for the following school year for reasons other than abolition of a position. With respect to teachers who are not to be rehired by reason of abolition of a position, such teachers will receive notice thereof prior to June 1, if the BOCES is then aware that such position is to be abolished; otherwise, as soon as the BOCES becomes aware such position is to be abolished but no later than thirty (30) days prior to the effective date.

- C. Full-time adult education teachers shall be given at least thirty (30) calendar days written notice of termination. If the BOCES fails to give proper notice, the employee shall receive a day's severance pay for each workday the notice is deficient.

ARTICLE XV

LAYOFF AND RECALL

- A. In the event of a layoff of full-time employees in the unclassified service, section 2510 of the Education Law will be followed. Recall rights shall also be in accordance with said section.
- B. In the event of a layoff of full-time competitive employees in the classified service, section 80 of the Civil Service law shall be followed. Recall rights shall also be in accordance with said section.
- C. Where layoffs occur in the classified service, full-time employees who are not covered by Section 80 shall be excessed in order of reverse seniority in the job title and placed on a preferred eligibility list for four (4) years from the date of layoff.
- D. Those full-time Pre-K through grade 12 employees (who have Civil Service or Education Law appointments) who are involuntarily reduced to part time or laid off are entitled to assume similar full-time adult education term positions with no reduction in pay or benefits provided the employee continues to work at least thirty five (35) hours per week (including the meal period). Should the employee work fewer than thirty five (35) hours per week in a part-time adult education position, the compensation shall be paid on an hourly basis and shall be calculated at 1/1350 of the teacher's annual salary rate.
- E. Those unit employees in the Pre-K through grade 12 program who are involuntarily reduced to less than full time and continue their employment with BOCES shall suffer no loss or reduction in insurance benefits while working less than full time. While there shall be no loss of previously accumulated paid leave time, any employee who is working part time (50% or more) shall only accrue additional time on a prorated basis.
- F. In the event of a layoff of a tenured teacher or permanent Civil Service employee, the BOCES will make an effort to place such employee in other positions within BOCES.

ARTICLE XVI

WORK YEAR

- A. The normal work year for bargaining unit employees working a teacher calendar shall be September - June with a maximum number of workdays at one hundred eighty six (186) annually during the school year. Those unit employees who are eleven (11) or twelve (12) months shall be compensated at an additional 1/10 of their annual salaries for each additional month.
- B. On days when the school(s) at which the employee works is closed due to weather or other conditions, the employee shall not be required to report to work. However, if additional days are thereafter scheduled to make up for those days when the school was closed, the employee(s) will be expected to work said days without additional remuneration.
- C. The normal work year for bargaining unit employees working an office calendar, shall be July 1 to June 30.

An office calendar shall be defined as a work year consisting of five (5) workdays per week. Employees shall be entitled to paid holidays pursuant to Article XVIII - and paid vacation pursuant to Article XIX.

ARTICLE XVII

WORKDAY

- A. The workday for all bargaining unit employees, working a teacher calendar shall not exceed seven (7) hours and fifteen (15) minutes except for those who are assigned to component district schools; BOCES employees assigned to such schools shall work the daily schedule of the component school. The full-time equivalent workday for all bargaining unit employees, working an office calendar, shall be seven and one half (7 1/2) hours per day inclusive of two (2) fifteen (15) minute paid breaks. In addition, there will be an unpaid lunch break of one half (1/2) hour per day. The full-time equivalent work week for all bargaining unit employees, working an office calendar shall be thirty seven and one half (37 1/2) hours per week, exclusive of lunch breaks.
- B. Any employee working five (5) hours or more per day shall have one half (1/2) hour unpaid duty free meal time to be used at the employee's discretion.
- C. Teachers, Speech Therapists, Occupational and Physical Therapists, and School Psychologists shall receive a minimum average of thirty (30) minutes daily for planning. Insofar as possible, teachers will receive some planning time each day.

- D. Occupational education and adult education teachers shall not have classroom time in excess of five and one half (5 1/2) hours per day.
- E. BOCES staff meetings will be limited to a reasonable duration. Under normal circumstances, the meeting shall not exceed forty five (45) minutes. No meetings shall be scheduled on Fridays or days prior to a holiday unless the Superintendent declares an emergency meeting.
- F. In addition to the above identified workday, the employees shall be responsible for up to three (3) weekday evening meetings per school year. BOCES shall provide two (2) weeks notice of such meetings.

ARTICLE XVIII

HOLIDAYS

Twelve (12) month bargaining unit employees employed for a minimum of one half (1/2) time the normal full-time equivalent work week and working an office calendar will be entitled to fourteen (14) paid holidays per year. Such employees working an office calendar of less than twelve (12) months shall receive the holidays as they fall within their work year. A new hire will be eligible for the floating holiday (if such is included in the office holiday schedule) provided the employee is hired on or before January 1 of the fiscal year in which first employed. To be eligible for holiday pay, an employee must have been on a paid status the full scheduled workday immediately proceeding and following the holiday.

ARTICLE XIX

VACATIONS

- A. Full-time twelve (12) month bargaining unit employees working an office calendar will earn paid vacation at the rate of 5/6 day for each full month of employment for the first four (4) fiscal years of service (ten [10] days per year), 5/4 days for each full month of employment for the fifth (5th) through tenth (10th) fiscal years of service (fifteen [15] days per year); earn sixteen (16) days in the eleventh (11th) year, earn seventeen (17) days in the twelfth (12th) year, earn eighteen (18) days in the thirteenth (13th) year, earn nineteen (19) days in the fourteenth (14th) year and 5/3 days for each full month of employment from the fifteenth (15th) fiscal year of service and beyond (twenty [20] days per year).
- B. Full-time ten (10) month employees working an office calendar will earn paid vacation at the rate of 4/5 day for each full month of employment for the first (1st) four (4) fiscal years of service (eight days per year); 6/5 days for each full month of employment for the fifth (5th) through fourteenth (14th) fiscal year of service (twelve [12] days per year) and 8/5 days for each full month of

employment from the fifteenth (15th) fiscal year and beyond (sixteen [16] days per year).

- C. Full-time eleven (11) month employees working an office calendar will earn vacation on the same schedule as ten (10) month employees, but will receive one (1) additional day of vacation credit subsequent to completing the eleventh month of service in any year.
- D. Part-time employees who work fifty (50%) percent or more shall have their vacation benefits prorated accordingly.
- E. Earned vacation is credited on July 1 of each succeeding fiscal year.
- F. An employee whose initial effective date of employment is other than July 1 will begin earning vacation at the start of the next succeeding month. Total vacation time earned will be rounded to the nearest whole day.
- G. A new employee must work six (6) months before being entitled to use earned vacation.
- H. Upon termination, vacation time will not be credited for one half (1/2) or less of a month worked immediately prior to termination.
- I. Vacation pay is based on the employee's salary rate at the time of vacation.
- J. A new employee resigning within the first five (5) months of employment will not be compensated for any vacation time.
- K. Where an employee's initial employment does not commence on July 1, but where a minimum of six (6) months of service is rendered prior to the next succeeding July 1, that period of service will be counted as one (1) fiscal year of service for purposes of fifteen (15) through twenty (20) days of annual vacation entitlement.
- L. Earned and unused vacation days as of June 30 (not to exceed 50% of that fiscal year's credit) may be carried over to the next fiscal year. The carried over days must be used by December 31 of that fiscal year.

ARTICLE XX

EMPLOYEE PROTECTION

- A. Employees shall make a written report to their immediate supervisor of all cases of assault suffered by them in connection with their employment, with a copy sent to the OCMBFT Safety Committee Chairperson.

- B. The report will be forwarded to the Superintendent or his/her designee who will act as a liaison between the employee, the police and the courts if requested to do so by the employee.
- C. In the event the student presents an immediate danger to other students and/or the teacher involved, the teacher may temporarily remove the student from his/her class immediately to a supervised area.
- D. The Board agrees that employees who are required to handle BOCES money will not be held responsible for unintentional loss of said monies.
- E. No employee shall be held responsible for any items lost in his/her classroom due to; a) unlocked doors to their classrooms, b) other classes taught in his/her room in the evening, or c) any other free access to the classroom due to the lack of proper building supervision.
- F. Each employee using equipment and supplies shall report any loss or damage to his/her immediate supervisor. The supervisor shall make a reasonable effort to replace or repair such equipment or supplies, within budgetary limitations. If the teacher requests replacement or repair in writing and such does not take place promptly, the supervisor will reply in writing with the reason therefore, if known. If the supervisor does not know why the repair or replacement has not taken place, (s)he shall so advise the employee and make every effort to ascertain the information and keep the employee advised of the situation.

ARTICLE XXI

FEDERATION RIGHTS

- A. The Federation shall be allowed to use the BOCES buildings for meetings without cost. Such meetings shall be scheduled during the hours the building is ordinarily open. Standard procedures for use of facilities shall be followed so as not to conflict with previously scheduled events. The premises shall be left in good condition.
- B. Building representatives at each facility shall be given time at the end of each staff meeting to report on Federation matters. The scheduling of this time shall be at the discretion of the person in charge of the meeting.
- C. The Federation shall be given an opportunity to schedule a meeting with unit employees following the initial total staff meeting of BOCES.
- D. The Federation will be allowed to place its own bulletin boards in faculty areas in each BOCES building and/or to use a faculty room bulletin board.

- E. The Federation may use employee mailboxes for communications where such mailboxes are available and to utilize the interoffice mail system, provided such usage does not create a hardship on said services.
- F. The Federation may use copying, duplicating equipment outside of working hours. When copiers are used, BOCES will be reimbursed by the Federation at the rate of five (.05) cents per copy.
- G. The Chief Executive Officer shall make available to the President of the Federation one (1) copy of the agenda including any supplemental agendas of each regularly scheduled meeting of the Board. Copies of minutes of Board meetings will be sent to the President of the Federation.
- H. The President of the Federation or his/her designee, upon request to the Director of Personnel Relations, will be granted eight (8) days leave without loss of pay or benefits for Federation business.
- I. Upon request to the District Superintendent or his/her designee, the Federation President, or his/her designee, will be allowed to use one day of Federation Business Leave (in addition to those covered in Section H above) for each day s/he must attend PERB pre-hearing conferences or formal hearings, arbitration hearings, unemployment compensation hearings or worker's compensation hearings where the officer's presence is specifically required for actively engaging in the proceeding. Such leave shall be limited to the grievant and/or one Federation officer per day, unless the parties mutually agree to a greater number.
- J. Upon request to the Director of Personnel not more than two (2) times per year the Federation President shall be provided with a list of all new hires in the unit including name, address, phone number, job status, location, and salary.
- K. Up to a total of fifteen (15) work days shall be allowed each year for employees duly designated by the Federation as delegates to the NYSUT Representative Assembly. Employees so designated shall be granted leave with pay. The president of the Federation shall notify the Superintendent of the names of the delegates and the meeting dates at least two (2) weeks before the scheduled meeting dates.

ARTICLE XXII

IN-SERVICE EDUCATION

Continuing growth in knowledge and skills is the responsibility of teachers, administrators and local Boards of Education. An important means of fostering professional growth is through in-service education.

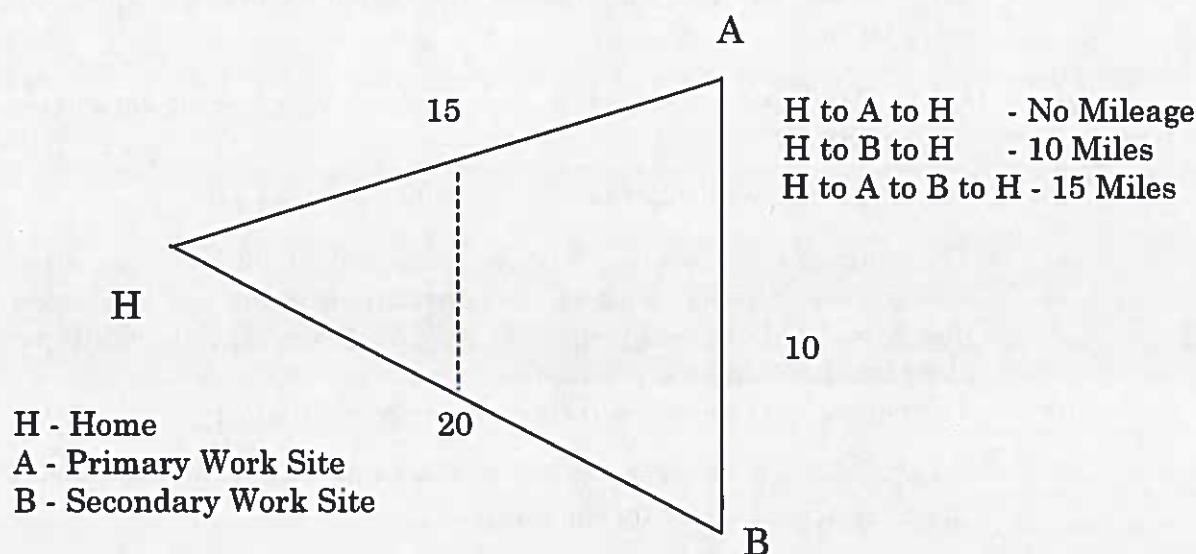
- A. In-service education will consist of those courses, programs and projects undertaken by employees while actively employed by the BOCES for the purpose of updating and improving their professional effectiveness and competence in the classroom.
- B. Within the limitations of the criteria, the Board of Education will recognize any of the following in-service programs for salary credits:
 - 1. In-service courses organized by colleges or universities.
 - 2. In-service courses organized by one (1) of the component districts of Onondaga-Cortland-Madison BOCES.
 - 3. In-service courses organized by the Onondaga-Cortland-Madison BOCES.
- C. Instructors for in-service courses will be fully competent in their specialty, familiar with problems involved in classroom or administrative implementation of the materials under consideration, and able to suggest creative approaches to better teaching.
- D. Criteria for approval of in-service credit for salary purposes:
 - 1. In general -
 - a) One (1) credit hour equals fifteen (15) in class hours.
 - b) No more than one (1) absence per credit hour will be allowed, but work missed by excused absence must be made up to the satisfaction of the instructor, and credit certified upon its completion.
 - c) Every employee employed by this BOCES will be eligible for in-service credit.
 - 2. An in-service course will carry credit for salary purposes if:
 - a) The course and admission to it is approved by the Executive Officer. A timely request for participation in an in-service program and its subsequent approval or denial shall be completed as soon as possible.
 - b) The course is completed to the instructor's satisfaction.
 - c) Proof of satisfactory completion of the in-service course is sent to the Executive Officer by the employee.
 - d) OCM BOCES has not paid for the course.

- e) The course has been taken outside of the employee's workday.
 - f) The course has been taken during the employee's workday and the employee paid for the course.
- E. Any employee receiving tuition reimbursement for these courses shall not be eligible for salary credit for the courses.

ARTICLE XXIII

EMPLOYEE TRAVEL

1. Those employees who use their own vehicles for BOCES approved travel in accordance with their duties shall be paid mileage, excluding the distance from home to primary assignment and return, according to the rate established by the Internal Revenue Service.
2. The primary work site for employees who are assigned to more than one (1) work location will be the school or work site where the employee is assigned the majority of the time on a weekly basis. When an employee is assigned equal time between work sites, the work site closest to the employee's home will be designated as the primary work site. In the event of a change in work site, BOCES shall give consideration to the employee's assignment. The additional distance beyond the mileage to the primary site from the employee's home shall be paid round trip on days when the employee actually travels to the second (2nd) location. Additionally, any work related travel from the first (1st) work location to the second (2nd) work location on the same day will also be paid.



ARTICLE XXIV INSURANCES

A. Health Insurance

1. The Board agrees to contribute toward the cost of health insurance ninety percent (90%) of the premium cost for individual coverage, or ninety percent (90%) of the premium cost for dependent coverage.

The Blue Cross/Blue Shield Prescription Plan co-pay shall be as follows:

Tier One - \$10.00 (30 day supply)
Tier Two - \$25.00 (30 day supply)
Tier Three - \$40.00 (30 day supply)
Tier One Mail Order - \$20.00 (90 day supply)
Tier Two Mail Order - \$50.00 (90 day supply)
Tier Three Mail Order - \$80.00 (90 day supply)

2. The BOCES contribution towards the cost of coverage under an HMO will be limited to the dollar contribution by BOCES to the premium rates for the non-HMO Plan.

B. Dental Insurance

Bargaining unit employees may participate in the group dental insurance program. For each enrolled employee, the BOCES shall annually contribute \$225 towards the cost of individual coverage or \$275 towards the cost of family coverage. If the carrier for the dental plan is to be changed, such plan and carrier shall be mutually selected.

C. Rules and Regulations

Rules and regulations concerning enrollment, plan regulations and administrative procedures for both the health and dental plans shall be attached hereto and made a part of this agreement as Appendix A and B respectively.

D. Vision

The District will offer a new vision plan for the Federation chosen by the Federation. Costs of this plan will be paid by the enrolled unit member. The

District shall permit unit members to pay for the plan through payroll deduction if available, and to send the premium costs through the Flex plan.

ARTICLE XXV

SUBSTITUTE PAY FOR TEACHER ASSISTANTS

- A. Any teacher assistant who is requested to substitute for a regular teacher, or any teacher assistant possessing a valid Registered Nurse license, who is requested to substitute for a regular school nurse will be compensated at the rate of seventy (\$70.00) dollars per day in addition to his/her daily rate of pay as a teacher assistant or the applicable daily rate established for a BOCES substitute teacher or school nurse, whichever is greater.
- B. The above rates shall be prorated for less than a full day's work as a substitute.
- C. When a Teacher Assistant substitutes for 21 or more consecutive school days in the same position, the Teaching Assistant shall be compensated 1/200th of the teachers base salary rate for such employment effective on the 21st day.

ARTICLE XXVI

SICK LEAVE CONVERSION

BOCES shall grant a retirement award for each day of accumulated sick leave remaining to the credit of a full-time or part-time employee on the last day of his/her employment with the BOCES. In order to be eligible for the retirement award, the employee must have served for at least 10 years of salaried service (employed 50% or greater) in the Onondaga-Cortland-Madison BOCES or its predecessor and be age 55 or older. The employee must give four (4) month's written notice prior to his/her retirement. In the event of a disability retirement, the four (4) month notice period shall be waived.

The retirement award shall be calculated according to the following table:

| | <u>With 10 Years of service</u> |
|-----------------|---------------------------------|
| 0 to 50 days | No payment |
| 51 to 100 days | \$25/day |
| 101 to 150 days | \$40/day |
| 151 to 250 days | \$60/day |

An employee opting to take this benefit is not entitled to the severance stipend benefit (Article XXVIII)

Employer Non-Elective Contribution 403(b)

- A. There will be a non-elective contributory deferred compensation plan pursuant to Section 403(b) of the U.S. Internal Revenue Code. BOCES agrees to make a Non-elective Employer Contribution for those members of the bargaining unit represented by the Federation who are eligible for and receive the Sick Leave Conversion described in Article XXVI.
- B. BOCES contributions shall be deposited into the 403(b) account selected by each recipient bargaining unit member up to the limits established by the Internal Revenue Code. BOCES shall deposit the contribution within thirty (30) days from separation of service. If the employee does not designate a 403(b) account to receive the Employer's contributions, or if the account designated will not accept the employer's non-elective contributions for any reason, then the Employer shall upon receiving written authorization from the employee, deposit the contributions, in the name of the employee, into the endorsed 403(b) program account.
- C. No bargaining unit member may receive cash in lieu of or as a alternative to any of the Employer's Non-elective Contributions described herein.
- D. The Federation will be allowed reasonable access to BOCES facilities after school hours in order to assist the bargaining unit members and BOCES representatives in the applicable 403(b) legal requirements.
- E. This language is subject to the IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Federation and BOCES shall promptly meet and alter those portions in order to provide the same or similar benefits, which conform, as closely as possible, to the original intent of the parties.

ARTICLE XXVII

NON-INSURED PROPERTY DAMAGE

The Board will provide a total of two thousand and three hundred dollars (\$2,300) dollars annually for payment of non-insured damages to personal property (excludes motorized vehicles of any type) of employees, occurring on school district property while they are acting in an official capacity and where said damage is not the result of any negligence on the part of the employee. Where damage is claimed for a cellular telephone, the maximum reimbursement will be three hundred dollars (\$300) per incident. A committee of the Federation will administer this program and submit to the Board prior to the conclusion of each school year, a documented

voucher as to the type of damage, a certified statement that said damage is non-insured, recommended compensation, and total dollars expended.

ARTICLE XXVIII **SEVERANCE STIPEND**

Upon severance from BOCES, except for other than disciplinary reasons, employees who have completed fifteen (15) years of service will receive fifteen (\$15) dollars per day for forty (40%) percent of their unused and accumulated sick leave days. Payment of the stipend will be made within forty five (45) days of resignation. An employee opting to take this benefit is not entitled to the sick leave conversion benefit (Article XXVI).

ARTICLE XXIX **SALARY**

A. Returning Employees

1. 2019-2020 – Unit members shall receive an increase as follows above their 2018-19 base salary, effective July 1, 2019.
 - a. Teachers, Occupational Therapists, Physical Therapists, Audiologists, and School Psychologists and all other titles represented in these salary lines - \$2,000 plus one and a quarter percent (1.25%)
 - b. Teaching Assistants, School Nurses, PTA and OTA - \$1,000 plus one and a quarter percent (1.25%)
2. 2020-2021 – Unit Members shall receive a salary increase as follows above their 2019-20 base salary, effective July 1, 2020.
 - a. Teachers, Occupational Therapists, Physical Therapists, Audiologists, and School Psychologists and all other titles represented in these salary lines - \$2,000 plus one and a half percent (1.50%)
 - b. Teaching Assistants, School Nurses, PTA and OTA - \$1,000 plus one and a half percent (1.50%)
3. 2021-2022 – Unit members shall receive a salary increase as follows above their 2021 base salary, effective July 1, 2021.
 - a. Teachers, Occupational Therapists, Physical Therapists, Audiologist, and School Psychologists and all other titles represented in these salary lines - \$2,000 plus one percent (1.0%)
 - b. Teaching Assistants, School Nurses, PTA and OTA - \$1,000 plus one percent (1.0%)

B. Newly Hired Employees

1. A unit employee new to BOCES shall have his/her salary calculated on the following schedule:

- a. All Pre-K through Grade 12 teachers and full-time adult education teachers hired for a minimum of ten (10) month work year and thirty-five (35) hours per week.

| | 2019-20 | 2020-21 | 2021-22 |
|------------------|----------------------------|----------------------------|----------------------------|
| Base | \$52,296 | \$54,296 | \$56,296 |
| Graduate Credits | \$324/6 cr. max. 78crs. | \$324/6 cr. max. 78crs. | \$324/6 cr. max. 78crs. |
| Masters Degree | \$ 490 | \$ 490 | \$ 490 |
| Doctorate Degree | \$1,418 | \$1,418 | \$1,418 |
| Experience | \$455/yr. max. 10 yrs. | \$455/yr. max. 10 yrs. | \$455/yr. max. 10 yrs. |

- b. School Nurse

| | 2019-20 | 2020-21 | 2021-22 |
|-------------------|----------|----------|----------|
| Base | \$34,131 | \$35,131 | \$36,131 |
| Bachelor's Degree | \$624 | \$624 | \$624 |

- c. OTA, PTA

| | 2019-20 | 2020-21 | 2021-22 |
|-------------------|----------|----------|----------|
| Base | \$31,788 | \$32,788 | \$33,788 |
| Bachelor's Degree | \$624 | \$624 | \$624 |

- d. Teacher Assistants

| | 2019-20 | 2020-21 | 2020-22 |
|--------------------|----------|----------|----------|
| Base | \$25,306 | \$26,306 | \$27,306 |
| Associate's Degree | \$312 | \$312 | \$312 |
| Bachelor's Degree | \$624 | \$624 | \$624 |

Teaching Assistants who acquire an associate's degree or bachelor's degree subsequent to employment will be entitled to a salary adjustment for either the associate's or bachelor's degree in the same manner as stated in Article XXIX, Section B.1.d. For those already being compensated for an associate's degree only the difference between the bachelor's degree and the associate's degree will be added.

f. Occupational Therapist, Physical Therapist, Audiologists and School Psychologist

| | 2019-20 | 2020-21 | 2021-22 |
|------------------|----------------------------|----------------------------|----------------------------|
| Base | \$54,064 | \$56,064 | \$58,064 |
| Graduate Credits | \$324/6 cr. max. 78crs. | \$324/6 cr. max. 78crs. | \$324/6 cr. max. 78crs. |
| Masters Degree | \$ 490 | \$ 490 | \$ 490 |
| Doctorate Degree | \$ 1,418 | \$1,418 | \$1,418 |
| Experience | \$455/yr. max. 10 yrs. | \$455/yr. max. 10 yrs. | \$455/yr. max. 10 yrs. |

- C. Part-time employees will receive prorated salaries by job title commensurate with their percentage of service. Employees employed on less than a 50% basis will be paid at an hourly rate for time worked. The employee's hourly rate will be determined by dividing their 10 month full -time equivalent salary rate by 1,350 hours.

D. Clubs

The stipend for each advisor assigned to an approved club activity shall be as follows:

| 2019-20 | 2020-21 | 2021-22 |
|---------|---------|---------|
| \$1,484 | \$1,484 | \$1,484 |

Appointments shall be for one (1) school year and based on the recommendation of the building principal. Teacher advisorship of clubs shall be voluntary. Club stipends will be paid in two equal installments per year (December and May).

E. Credit for Experience

Newly employed teachers may be granted credit at the rate specified in Section B for up to ten (10) years for each full year of full-time related occupational or educational experience. A full year shall be defined as twelve (12) consecutive months of employment or two (2) consecutive semesters. In adding up the total of the years eligible for credit as defined above, a new hire shall have his/her total experience rounded to the nearest whole year for credit purposes, up to the ten (10) year maximum.

F. Interpreters Stipends

In addition to the starting salary for teacher assistants, interpreters shall also be eligible for the following stipends:

1. Interpreter Assignment:

| <u>2019-20</u> | <u>2020-21</u> | <u>2021-22</u> |
|----------------|----------------|----------------|
| \$4,000 | \$4,000 | \$4,000 |

2. RID Certification:

| <u>2019-20</u> | <u>2020-21</u> | <u>2021-22</u> |
|----------------|----------------|----------------|
| \$698 | \$698 | \$698 |

3. If and when new State regulations for interpreters are passed, the parties agree to reopen any and all sections of the existing contract that pertain to Interpreters and their terms and conditions of employment.

- G. Eleven (11) month employees shall be paid on the ten (10) month teacher payroll schedule for work performed during the school year. For work performed outside of the school year, the employee shall submit time sheets.

H. Graduate Degrees, In-Service and Undergraduate Hours and Graduate Hours

1. Members of the bargaining unit paid on the Teacher, O.T., P.T. and School Psychologist salary schedule shall be entitled to a salary adjustment for acquisition of a Masters Degree, Doctorate Degree or additional credit hours remunerated in blocks of six (6) credit hours as follows payable in the months of November and April.

| | <u>In-Service</u> | | | <u>Masters</u> | <u>Doctorate</u> |
|------------------|----------------------|-----------------|----------------|----------------|------------------|
| | <u>Undergraduate</u> | <u>Graduate</u> | <u>Maximum</u> | <u>Degree</u> | <u>Degree</u> |
| <u>2019-2022</u> | \$38/hr. | \$54/hr. | 78 hrs. | \$490 | \$1,418 |

Coursework credit must be earned at an institution of higher education that offers an associate's or higher degree and is approved by the Commissioner of Education or one of the following accrediting agencies:

Middle States Association of Colleges and Schools
New England Association of Colleges and Schools
North Central Association of Colleges and Schools
Northwestern Association of Colleges and Schools

Southern Association of Colleges and Schools
Western Association of Colleges and Schools

2. After receiving the appropriate job title certification (continuing or Level II certificate for Teacher Assistant) members of the bargaining unit paid on the Teacher Assistant, School Nurse, and Occupational and Physical Therapy Assistant salary schedules shall be entitled to a salary adjustment for completion of in-service (equivalent to ninety [90] class hours/6 credit block), undergraduate or graduate hours at the rate of one hundred forty-one dollars (\$141) per block of six (6) for pre-approved course work related to their job performance to a maximum of forty-two (42) hours.

I. Longevity

Employees with the following continuous years of salaried (.5 or greater FTE) service shall be given the following sums of money, in the month of June following the commencement of their anniversary year of continuous service, as set forth below. Payment shall be made in one separate check, annually, that shall not accumulate on the base salary.

| | |
|-----------------------------|------------|
| 5-9 years of service | \$1,000.00 |
| 10-14 years of service | \$1,500.00 |
| 15-29 years of service | \$2,000.00 |
| 30 years of service or more | \$2,500.00 |

Any employee who retires on or before June 30th and is employed on the last instructional staff day of that year as determined by the school calendar, is eligible for the longevity payment to be paid in the June immediately following the employee's retirement date.

J. Mentoring Stipend

Mentors shall receive a stipend of \$500.00 annually.

K. Payroll Schedules

Bi-weekly or semi-monthly Payroll Schedules will be developed by the BOCES on an annual basis. The President of the OCMBFT will be notified on or before April first of any change from year to year as to which of these two schedules will be used.

- L. Unit members who provide "under direction of" (UDO) services for either BOCES staff or component district staff will receive a stipend in accordance with the following. Student numbers will be established as of November 1st and be applied for the full year:

- 15 or more students – Full Team Leader Stipend
 - Less than 15 students – One Half of the Team Leader Stipend
- M Unit members providing proof they have obtained, and maintained current, the following valid certificates shall receive an annual June stipend of \$750:
- a. Licensed Clinical Social Worker-R (LCSW-R)
 - b. Certificate of Clinical Competence in Audiology (CCC-A)
 - c. Certificate of Clinical Competence in Speech-Language Pathology (CCC-SLP)

ARTICLE XXX

ADULT EDUCATION PROVISIONS

- A. This Article shall apply to all Adult Education employees working twelve (12) or more hours per week pursuant to the PERB certification, Case Number C-3464.
- B. Terms and conditions of employment not specifically addressed in this Article shall remain as status quo.
- C. When used herein, the term "Full-Time Short Term Adult Education Teacher" shall be defined as: Adult Education Teacher employed in an assignment for a minimum of 32.5 hours per week (exclusive of a one-half hour meal period) having a fixed duration of at least thirteen (13) weeks exclusive of vacations.
- D.1 All Adult Education classified and unclassified employees paid on an hourly basis shall be provided the following two options for leave entitlements:
 - A. Earned Leave Credit Payment – Payment for earned service credit, based upon total hours paid in the fiscal year at the rate of one hour's pay, not to exceed sixty (60) hours, for each thirty-two (32) hours paid. Earned Leave Credit will be paid at the employee's hourly rate during the fiscal year in which it was earned no later than August 15 following the end of the fiscal year in which it was earned.
 - B. Leave Accrual – Accrual of one hour of paid leave time for each thirty-two (32) hours paid to a maximum of sixty (60) hours of paid accrued time. Paid leave time may be taken in half day increments. This leave accrual can be carried over from year to year; however, at no time shall the employee's accrued time exceed sixty (60) hours.

Each employee shall choose his or her option at time of hire. The BOCES will establish a window period each year when each employee will be given the opportunity to change their choice of option. If an employee moves from the Leave Accrual to the Earned Leave Credit Payment option, their leave accrual will be

carried over for use, but will not be eligible for payment under the Earned Leave Credit Payment option.

D.2 Earned Leave Credit will be paid at the employee's hourly rate during the fiscal year in which it was earned no later than August 15 following the end of the fiscal year in which it was earned.

D.3 Bereavement days: Adult education employees working 12 or more hours per week will be allowed to use up to two paid bereavement days per year. Such leave shall be for immediate family as defined in Section G of Article X.

E. Full-Time Short Term Adult Education Teachers shall receive paid holidays occurring within the term of the teacher's appointment. If during a full-time short term Adult Education Teacher's term of appointment, classes are canceled due to emergency or weather and that teacher's term of appointment is not extended to compensate for the closing, the teacher will be paid for the day(s) classes were canceled.

F. Health insurance shall be provided to Full-Time Short Term Adult Education Teachers. BOCES shall contribute annually for each participating member in accordance with the amount referenced in Article XXIV.A.1 toward the premium rate for either individual or family coverage.

Coverage shall commence on the first of the month coinciding with, or following, the effective date of employment and continue through the end of the month of the teacher's term of employment. Coverage may be continued during interim periods of unemployment for a period not to exceed eighteen months, provided the employee pays the full cost of the applicable premium rate. Teachers will not be entitled to accrue continued insurance benefits upon retirement.

G. Dental Insurance: All Full-Time-Short-Term Adult Education teachers shall receive dental insurance. The BOCES shall contribute annually for each participating member, the amount identified in Article XXIV, Section B of the Agreement.

H. Part-time classified employees employed fifty percent or more shall receive prorated salaries by job title commensurate with the percentage of service. Part-time employees employed less than fifty percent shall be paid on an hourly basis.

I. Salary Increase for 2019-20

All Adult Education employees shall receive an increase of three percent (3.0%) over their 2018-19 salary or hourly rate of pay, effective July 1, 2019

J. Salary Increase for 2020-21

All Adult Education employees shall receive an increase of three and a quarter percent (3.25%) over their 2019-2020 salary or hourly rate of pay, effective July 1, 2020.

K. Salary Increase for 2021-22

All Adult Education employees shall receive an increase of three and a quarter percent (3.25%) over their 2020-2021 salary or hourly rate of pay, effective July 1, 2021.

L. Calculation of Pay Rates for Classified Employees Working an Office Calendar:

1. An employee's per diem compensation rate will be determined by dividing the employee's full-time equivalent twelve month salary rate by the total number of twelve month workdays (including paid holidays) in that fiscal year.
2. An employee's hourly pay rate will be determined by dividing the per diem rate by 7.5 hours.

M. Salary determination for Classified Employees Working Less than Twelve Month Office Calendar Work Year:

1. The annual salary rate for an employee working less than a twelve (12) month office calendar work year will be determined by multiplying the applicable twelve (12) month per diem compensation rate by the number of annual office scheduled workdays in the employee's work year. Paid holidays occurring within the employee's scheduled work year will be considered workdays.

N. Calculation of Lost Time and Final Pay Upon Termination of Employment or Commencement of Leave Without Pay for Classified Employees Working an Office Calendar:

1. The per diem rate shall be used for calculating lost time, leave without pay, per diem compensation and salary earned for employees terminating employment.
2. To determine an employee's fiscal year salary earned for final pay or leave without pay calculation, the employee's per diem compensation rate will be multiplied by the number of days worked, including paid holidays within the time worked within the fiscal year to the date of termination of employment.

3. To be eligible for holiday pay, an employee must have been on a paid status the full scheduled workday immediately proceeding and following the holiday.
- O. Each departing teacher will get a letter with a brief evaluation; a statement that the BOCES is, or is not, willing to consider the teacher for rehire if a similar assignment comes up again; and that if the teacher's performance merits possible rehire, as evaluated pursuant to this section, the BOCES will notify the teacher of any similar work for one (1) calendar year.
- P. In addition to the heretofore stated terms and conditions of employment, the following contract articles shall apply to the newly accreted unit employees;

| | | | |
|---------|-------|---|---------------------------------------|
| Article | III | - | Negotiations Procedure |
| Article | IV | - | Payroll Deductions |
| Article | V | - | Vacancies |
| Article | VI | - | Assignments |
| Article | VII | - | Voluntary Transfers |
| Article | VIII | - | Involuntary Transfers |
| Article | IX | - | Grievance Procedure |
| Article | X | - | Family and Medical Leave Act |
| Article | XI | - | Professional Conference |
| Article | XIII | - | Evaluation |
| Article | XX | - | Employee Protection |
| Article | XXI | - | Federation Rights |
| Article | XXII | - | In-Service Education |
| Article | XXIII | - | Employee Travel |
| Article | XXV | - | Substitute Pay for Teacher Assistants |
| Article | XXVII | - | Non Insured Property Damage |
| Article | XXXII | - | Miscellaneous Provisions |

The additional following articles contained in the contract shall be applicable only to the classified Civil Service employees working 50% or more of a full-time equivalent work year:

| | | | |
|---------|-------|---|-------------------|
| Article | X | - | Leaves of Absence |
| Article | XII | - | Sick Leave Bank |
| Article | XXIV | - | Insurances |
| Article | XVIII | - | Holidays |
| Article | XIX | - | Vacations |

ARTICLE XXXI
HEALTH & SAFETY COMMITTEE

- A. The parties agree to establish a Health and Safety Committee to discuss conditions and make recommendations to the administration and the Federation. The committee shall not have the authority to bind either party to any course of action.
- B. This BOCES-wide committee will have an equal number of representatives from the Federation and from the Administration, not to exceed four (4) from each party. The committee shall be co-chaired by a representative from the Federation and one from the Administration. It will be charged with the duty of publicizing district approved policies, with investigating complaints from individual BOCES employees, and with the development of nonbinding recommendations to the Administration and Federation regarding complaints.
- C. Employees should first contact their supervisor. If the problem persists, the employee should contact the Health and Safety committee.
- D. Meetings


The committee will meet as needed, no more than once a month, for no longer than two (2) hours per meeting, normally from 2:00 - 4:00 p.m. during working hours. Meetings held during working hours shall be limited to the representatives listed in Section B. above. Any meetings held outside the workday may include additional representatives at the discretion of the committee.

- E. The existence of this procedure does not preclude an individual or the Federation from appealing to the appropriate legal authorities.

ARTICLE XXXII
MISCELLANEOUS PROVISIONS

- A. This agreement shall be effective as of July 1, 2019, and continue in full force and effect until June 30, 2022, except as otherwise specifically modified herein.
- B. This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered a part of the established policies of the Board.


- C. If any provisions of this 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 and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Copies of this agreement shall be printed and made available to all unit members now or hereafter employed with the costs shared equally. Both parties shall be provided one hundred (100) copies.
- E. Personnel recognized by this agreement will be given consideration for employment in adult education positions for which they are certified.
- F. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THE 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.



For the BOCES:
Christopher J. Todd,
District Superintendent

Dated: _____

8/30/19



For the Federation:
Tracie Clark,
President

Dated: _____

8/27/19

APPENDIX A

GROUP HEALTH INSURANCE ADMINISTRATIVE PROCEDURES

Employee Eligibility

To be eligible for health insurance coverage an employee must have been hired on a salaried basis for a minimum of fifty (50%) percent of a regularly scheduled work week for an anticipated period of employment of at least three (3) months. A unit employee who is involuntarily reduced below the 50% threshold eligibility shall have his/her insurance continued at the same rate of contribution if (s)he continues employment.

Employees who are married to each other may not enroll for an individual and family or two (2) family coverages. Employees who are married to each other may each enroll for individual coverage or one employee may enroll for family coverage only. This enrollment restriction shall be effective at such time as the flexible spending plan is operational.

Dependent Eligibility

Under the terms of the Affordable Care Act, eligible children may be covered up to age 26. If the ACA is changed or repealed, the coverage of children will revert to the ages specified in the following provisions.

The following types of dependents are eligible for coverage under your enrollment:

- Your spouse (a legally separated spouse is eligible for coverage under the Program but a former spouse is not);
- Your unmarried children under 19 years of age;
- Your unmarried children 19 years of age or older but under 25 who receive more than half of their support from you and who are full-time students at a secondary or preparatory school or college or other accredited educational institution. Time spent in military service, not to exceed four (4) years, may be deducted from the dependent's age for the purpose of establishing eligibility for coverage.

A dependent child whose 19th birthday occurs during the school vacation period will continue to be covered under the Program, provided the child is enrolled in a school and it is anticipated the child will resume full-time student status at the end of the vacation period. In the event a dependent student is disabled and is granted a medical leave by the school (s)he is attending, coverage will be continued for a maximum of twelve (12) calendar

months following the month in which the child withdraws from school plus the time between the end of that period and the beginning of the next regular semester.

- Your unmarried child 19 years of age or older who is incapable of self-support by reason of mental or physical disability and who became so incapable before reaching age 19.

The eligibility of such a dependent should be established as early as possible.

This should be done at the time of your initial enrollment if the child is age 19 when you first enroll in the Program, eligibility for continued coverage should be established at the time of the child's 19th birthday.

In this Program, the term "child" or "children" includes:

- An employee's own child or legally adopted child, regardless of the child's place of residence or the degree of support provided;
- Any stepchild of the employee who permanently resides in the employee's home;
- Any child for whom the unit member has "legal guardianship".

An employee's parents are not eligible for coverage even though they may qualify as dependents for income tax purposes.

Effective Dates of Coverage

If an employee applies within thirty (30) days of date of employment, coverage will begin on the first day of the month coinciding with, or following, the date of employment. If the employee fails to enroll within thirty (30) days of hire date, they are not eligible to enroll until the next open enrollment period.

Enrollment Changes

If an employee applies for Family coverage within thirty (30) days of marriage, then Family coverage will become effective on the first day of the month following the date of marriage.

Dependent children are eligible from moment of birth. The employee must apply to add the dependent child within thirty (30) days of birth. In cases of adoption, the child shall be added in accordance with the rules of the insurance carrier.

An employee may request a change from Family coverage to Individual coverage at any time if (s)he:

- No longer has dependents eligible for coverage
- No longer wishes to provide coverage for his/her dependents even though (s)he is still eligible. Such dependents cannot be re-enrolled until the next open enrollment period.

The employee must remove a spouse upon divorce. Spouse's coverage will be cancelled on date divorce is finalized.

Leave Without Pay

Coverage may be continued while on an approved leave of absence without pay as long as the employee pays the total applicable premium cost at the group rate.

Waiver of Premium for Disability

1. A waiver of premium for a period up to three (3) months in duration may be granted to an employee who is totally disabled while on authorized leave without pay.
2. In order to be eligible for such a waiver the employee must meet all of the following conditions:
 - a. (S)he must be totally disabled as a result of sickness or injury and have been continuously so disabled for at least three (3) months.
 - b. The employee must be on authorized leave without pay.
 - c. (S)he must have kept coverage in effect during the period (s)he has been off the payroll.

Layoff and Preferred List

An employee whose services have been terminated due to the abolition of his/her job may continue coverage in accordance with the provisions of COBRA. During the first three (3) months of continuance, the premium shall be shared in the same manner as for active employees. During the remaining period of continuance, the enrollee is required to pay the total applicable premium cost (individual or family).

Retirement - Service Retirement

Any enrolled employee hired prior to January 1, 2005 is eligible to continue coverage after retirement if (s)he has completed 10 years of salaried service (50% or greater) with OCM BOCES and is at least 55 years of age.

Any enrolled employee hired on or after January 1, 2005 is eligible to continue coverage after retirement if (s)he has completed 15 years of salaried service (50% or greater) with OCM BOCES and is at least 55 years of age.

For all members retiring on or after July 1, 2017, the OCM BOCES will pay 85% of the premium cost for individual coverage or 70% of the premium cost for family coverage.

Retirement - Disability Retirement

If you are granted an accidental disability retirement, you may continue your health insurance coverage, regardless of your age or length of service. BOCES will contribute toward the cost of the premium for each individual or family coverage in the same manner as it does for service retirement.

If you are granted an ordinary disability retirement, you may continue your coverage regardless of age, if you have the number of years of BOCES service required to continue coverage after retirement. BOCES will contribute toward the cost of the premium for each individual or family coverage in the same manner as it does for service retirement.

Vested Status

An employee who is eligible to vest his/her retirement and who has ten (10) years of BOCES service and who is either age 50 or within five (5) years of retirement under either the New York State Teachers' Retirement System or the New York State Employees' Retirement System who terminates employment may continue in the group insurance provided full payment of the premium is made.

To continue coverage as a vestee, enrollee must pay the full cost of coverage. When the enrollee is eligible to receive a retirement allowance the enrollee will be required to pay only the enrollee's share of the cost. To be eligible to continue coverage as a retiree, the enrollee must have been enrolled during the entire time (s)he was in vested status. Any interruption of coverage because of failure to remit payments for the full cost of coverage will disqualify the enrollee from continuation of coverage in retirement.

Death of Enrollee - Survivor Coverage

Coverage will continue for three (3) months without cost to the presently enrolled and covered dependent(s). If the deceased employee had ten (10) years of BOCES service, the surviving dependent(s) can continue in the group by paying the full premium. If the deceased employee had less than ten (10) years of BOCES service and death was due to a work related accident, the surviving dependent(s) can continue in the group by paying the full premium.

Termination of Coverage Upon Termination of Employment

When you cease to be employed, your coverage will end on the last day of the month in which your employment ends.

Medicare Reimbursement

The BOCES will continue to reimburse the cost of Medicare Part B for those enrollees who were employed prior to April 1, 1983. Enrollees employed on or after April 1, 1983 will be responsible for the cost of Medicare Part B.

APPENDIX B

Dental Insurance Enrollment Procedures

Employee Eligibility

To be eligible for dental insurance coverage an employee must have been hired on a salaried basis for a minimum of fifty (50%) percent of a regularly scheduled work week for an anticipated period of employment of at least three (3) months. A unit employee who is involuntarily reduced below the 50% threshold eligibility shall have his/her insurance continued at the same rate of contribution if (s)he continues employment.

Initial Enrollment - Effective Date of Coverage

The effective date of coverage for either individual or family coverage for a new employee will be established in one (1) of the following ways:

1. If the employee applies for coverage within thirty (30) days from the date of employment (Initial Open Enrollment Period), coverage will begin on the first day of the month coinciding with, or following, the date of employment.
2. If the employee fails to apply for coverage during the Initial Open Enrollment Period, the employee may thereafter apply for coverage during the Annual Open Enrollment Period which is December of each year for coverage to be effective January 1 of next calendar year

Enrollment Changes - Effective Date of Coverage

If an employee, who is insured for Individual Coverage, applies for Family Coverage within thirty (30) days from first acquiring dependents, family coverage will begin on the first (1st) day of the month following the date of application for family coverage.

If an employee fails to apply for family coverage within thirty (30) days from first acquiring dependents, the employee may thereafter apply for coverage during the Annual Open Enrollment Period.

An employee may request a change from Family coverage to Individual coverage at any time if the employee:

- o No longer has dependents eligible for coverage

o No longer wishes to provide coverage for dependents even though they are still eligible. In this case, the employee may only re-enroll for family coverage during the Annual Open Enrollment period.

The employee must remove a spouse upon divorce. Spouse's coverage will be cancelled on date divorce is finalized.

An employee may cancel dental insurance at any time to be effective at the end of the month in which the request to cancel is made. In this case, the employee may re-enroll for dental insurance only during the Annual Open Enrollment period.

Termination of Coverage Upon Termination of Employment

When an employee ceases to be employed, dental insurance coverage will end on the last day of the month in which employment ends.

APPENDIX C

MEMORANDUM OF AGREEMENT
Between
ONONDAGA-CORTLAND-MADISON BOCES
And
ONONDAGA-CORTLAND-MADISON BOCES FEDERATION OF TEACHERS

WHEREAS, OCMBFT represents the position title of Program Coordinator (Employment & Training), and

WHEREAS, this position title is assigned to 2 individuals, one responsible for supervising and administering the OCM BOCES Adult Education Short Term Training Program, and the other responsible for supervising and administering the OCM BOCES Adult Continuing Education Program, and

WHEREAS, OCM BOCES considers the incumbents in the 2 positions to be administrative and supervisory employees, and

WHEREAS, OCMBFT has previously agreed that the Program Coordinator for the Short Term Training Program be excluded from the bargaining unit,

IT IS HEREBY AGREED that the above two (2) positions be excluded from the OCMBFT bargaining unit.

FOR OCMBFT: *Susan L. Nagen*
Susan Nagen, President

DATE: 12/12/00

FOR OCM BOCES: *Lee G. Peters*
Lee G. Peters, District Superintendent

DATE: 12/13/00

APPENDIX D

**Memorandum of Agreement
Between
Onondaga-Cortland-Madison BOCES Federation of Teachers
(OCMBFT)**

WHEREAS OCM BOCES and OCMBFT have agreed to continue the teacher mentoring program to provide support for new teachers in the classroom teaching service for the 2006-2010 school years, and

WHEREAS the description of the teacher mentoring program is attached to and made a part of this Agreement, and

WHEREAS the parties to this Agreement have agreed to compensate teacher mentors participating in this program,

IT IS HEREBY AGREED that teacher mentors will receive compensation in the amount of \$500 for the 2006-2010 school years for mentoring activities as set forth in the teacher mentoring program description.

IT IS FURTHER UNDERSTOOD AND AGREED that this Agreement is for the 2006-2010 school years.

Attachment: Teacher Mentor Program

For OCMBFT

Susan Nagen, President

Date

For OCM BOCES

Jessica F. Cohen, Ph.D.
District Superintendent

Date

**Onondaga-Cortland-Madison
Board of Cooperative Educational Services
Mentoring Program Plan for 2006-2010**

Purpose

The purpose of the mentoring program is... "to provide support for new teachers in the classroom teaching service in order to ease the transition from teacher preparation to practice, thereby increasing retention of teachers... and to increase the skills of new teachers in order to improve student achievement in accordance with the State learning standards." (Commissioner's Regulations Section 100.2) In this mentoring program new teachers will be paired with veteran teachers who will be referred to as mentors. This program will not be used in the evaluating or disciplining process except where withholding such information poses a danger to life, health or safety. (CR 100.2)

Mentor selection

The mentors are to be selected by the program administrator, from volunteers in each program location at which there are new teachers. The mentor will have the background, training and experience necessary to be of value to the new teacher. The mentors must have: NYS certification; at least three years of teaching experience at BOCES or elsewhere; and completed training in mentoring or coaching provided by the BOCES School Quality Services (or its equivalent).

Who will participate?

1. First year teachers
2. Experienced teachers, new to BOCES, (Experienced BOCES teachers who have transferred within BOCES will have the opportunity, if they or their supervisor feels that it is appropriate, to participate in a short term modified mentoring experience.)

All teachers new to BOCES will receive the following orientation

- * New employee orientation provided by the Personnel Department.
- * Program/building orientation (schedule, code of conduct, applicable policies, curriculum, introduction to faculty and staff, etc.) provided by their supervisor.
- * Required training, ITIP, "Right to Know", Reading Program, etc. to be arranged by their supervisors.
- * Assistance with room setup, supplies, student lists, etc. provided by their supervisors.

First year teachers

New teachers will be matched with a qualified, volunteer mentor-teacher who will be assigned for the school year. Either the new teacher or the mentor may request a change in mentoring assignments at any time in the process.

- * The supervisor will schedule time during the day for the mentor-teacher and new teacher to meet to address the new teachers questions and concerns. Following that no less than the equivalent of 45 minutes will be spent each week on mentoring activities including classroom observations and coaching.
Time Commitment/Expectations:
September: N/A
October: 45 minutes weekly
November: 45 minutes every other week
December: 45 minutes every other week
January: Once a month
February: Once a month
March-June: As required by new teacher
- * The mentor and new teacher will meet with the supervisor, on a regular basis, to discuss any concerns. Future “help sessions” will be scheduled at the new teacher’s or supervisor’s request at a time agreeable to the new teacher, mentor and supervisor.
- * The mentor and new teacher should use their mentoring time discussing: Curriculum, planning, procuring supplies and materials, finding needed information, dealing with student problems, observations, etc. Release time is for the purpose of helping further the mentoring relationship and aiding the new teacher in their work with students with in BOCES programs.
- * By June 1, the supervisor will have a meeting with all new teachers and mentors to assess the process. The assessment will be reported to the Assistant Superintendent for Programs by June 15. The Assistant Superintendent will convene a meeting of the BOCES mentoring committee for the purpose of review and revision of the process.

Experienced teachers, new to BOCES

The mentoring process for experienced certified teachers or those certified teachers reassigned within OCM BOCES as identical to the process described above, except that the mentoring activities may cease after the first semester if agreed upon by the new teacher and the supervisor.

MENTOR TRAINING

Training opportunities and in-service workshops will be provided for both mentors and new teachers.

Supervisors will meet with the mentor volunteers and provide a brief overview of the mentoring process.

SUPERVISORS ROLE

The supervisor is the key to a successful mentor-new teacher relationship.

- * The supervisor must make a good match between the mentor and the new teacher.
- * The supervisor in the in-service of the mentors must establish the ground rules and let the mentors know when to look to the supervisor for assistance.
- * The supervisor must attend to the scheduling of meetings, providing coverage/substitutes as needed, and being flexible if and when creative ideas for mentoring emerge from the process.
- * The supervisor must meet periodically, at least on a quarterly basis, with the new teacher and mentor to provide support and seek information on how the process is going.
- * The supervisor will set up or identify a work area where the mentor and new teacher can meet.
- * The supervisor will set up time or workshop days for all mentors and new teachers to discuss their programs.
- * The supervisor will provide a schedule of workshops to address concerns of the new teacher.

Mentoring Documentation Process

Both mentors and new teachers will keep track of their meetings/contacts utilizing the "Mentoring Planning Guide" and "Mentoring Activity Sheet". The mentoring activity sheet must be filled out monthly. They must include:

- * The name of the new teacher and his or her teacher certificate identification number
- * The name of the mentor and his or her teacher certificate identification number
- * The number of clock hours successfully completed in the mentoring activity.
- * They type of mentoring activities completed.

These forms will be used by the mentor, new teacher, and supervisor to examine areas of concern, growth, and will help the new teacher identify areas where they would like additional training opportunities as well as areas where they may be a resource for other staff members. The mentoring activity sheets must be sent to the Personnel Office and kept on file for seven years. (CR 100.2)

Mentor Stipend

Mentors will receive a stipend to be agreed upon in a separate memorandum of understanding (MOU) by the OCM BOCES and OCMBFT

Mentoring Documentation

Mentoring Planning Form

Mentoring Activity Form (to be sent to personnel)

Mentoring Program Evaluation Form

MENTORING PLANNING FORM

Mentoring Planning 2006-2010

| Month | Number of Contacts | Documentation |
|--------------------|--------------------|---------------------------|
| September | N/A | |
| October | Once a week | Planning & Activity Forms |
| November | Twice a month | Activity Form |
| December | Twice a month | Activity Form |
| January | Once a month | Activity Form |
| February | Once a month | Activity Form |
| March through June | As needed | Activity Form |
| June 1, 2004 | | Summary/Evaluation Form |

MENTOR

NEW TEACHER

NEW TEACHER'S BUILDING

This is a planning document that may be modified at anytime by the mentor and new teacher.

The purpose of our mentoring meetings will be: (check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> Administrative concerns and/or requests | <input type="checkbox"/> Curriculum/Curricular Planning |
| <input type="checkbox"/> Discipline of students | <input type="checkbox"/> Extracurricular planning/activities |
| <input type="checkbox"/> Goal-setting | <input type="checkbox"/> Individual students (non-disciplinary) |
| <input type="checkbox"/> Interactions with other students | <input type="checkbox"/> Interaction with parents |
| <input type="checkbox"/> Physical setting of classroom | <input type="checkbox"/> Resources, materials and tests |
| <input type="checkbox"/> School/district procedures, guidelines expectations | <input type="checkbox"/> Scheduling |
| <input type="checkbox"/> Teaching strategies and/or techniques | <input type="checkbox"/> Testing |
| <input type="checkbox"/> Other (Please Explain) _____ | |

Participation in:

- | | |
|---|---|
| <input type="checkbox"/> Informal or social interactions | <input type="checkbox"/> Planning or reflecting conference |
| <input type="checkbox"/> Professional organizations | <input type="checkbox"/> Supportive listening, sharing, counseling |
| <input type="checkbox"/> Visitation of mentee's classroom by mentor | <input type="checkbox"/> Visitation of mentor's classroom by mentee |
| <input type="checkbox"/> Workshop, meeting, conference or training session: in-district | <input type="checkbox"/> Workshop, meeting, conference or training session: out-of-district |
| <input type="checkbox"/> Other (Please Explain) _____ | |

We Plan To Meet: _____

Other Comments: _____

Mentoring Activity Form

Names

New Teacher

Certificate #

Mentor

Certificate #

Program

Date of Report

Please fill in the following information related to your mentoring experience. This form should be completed monthly, signed and returned to your supervisor. It will be filed pursuant to the Commissioner's Regulations.

We met on the following days:

Dates

Time spent meeting

The type of activities that took place at the times specified above (check all that apply)

Modeling instruction
Observing instruction
Instructional Planning
Peer coaching
Orientation
Other: _____

Signatures

New Teacher

Mentor

Date

Mentoring Summary/Program Evaluation Form

Mentor _____

New Teacher _____

Program _____

Please complete this form together. Reflect on the success, difficulties, and questions that you have seen/experienced by being a part of this mentoring program. Ask each other the following questions.

1. What was the most valuable aspect of mentoring?

2. Have any techniques or strategies been applied to instruction as recommended by the mentor?
Explain:

3. What changes have you made in the classroom after being involved in the mentoring program?

4. Do you feel that the mentoring program allowed sufficient time to meet the needs of the new teacher?
Explain – add recommendations.

5. Additional comments/recommendations.
