

AGREEMENT

-between-

THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES

SOLE SUPERVISORY DISTRICT

GENESEE, LIVINGSTON, STEUBEN, WYOMING COUNTIES

-and-

THE GENESEE, LIVINGSTON, STEUBEN, WYOMING

BOARD OF COOPERATIVE EDUCATIONAL SERVICES

EDUCATORS' ASSOCIATION

JULY 1, 2024- JUNE 30, 2029

***June 1, 2024 initiates retention incentive in Section 7.02**

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THIS AGREEMENT is made this 28 day of February 2024, by and between the District Superintendent of the Board of Cooperative Educational Services, Sole Supervisory District, Genesee, Livingston, Steuben and Wyoming Counties ("The BOCES"), on behalf of the Board of Education ("Board"), and the Genesee, Livingston, Steuben, Wyoming Counties BOCES Teachers' Association ("Association").

ARTICLE 1

Section 1.01 Recognition

The District Superintendent recognizes the Association as the exclusive bargaining agent for all employees in licensed or certified instructional positions, holding the following probationary or tenure appointments: Audiologists, classroom teachers, psychologists, school counselors, school social workers, speech therapists, occupational therapists, physical therapists, and permanent substitute teachers appointed for one semester or more. Employees appointed to Instructional Support Services (ISS) positions are excluded, except "Alternative to Suspension" teachers, "Special Ed/CTE Liaison" teachers, and the "ISS teacher/ Autism Consultant." Also excluded are the District Superintendent, all administrative employees, teaching assistants, certified occupational therapy assistants and all other employees.

ARTICLE 2

Section 2.01 Use of Facilities

The BOCES will permit use of school buildings for Association meetings upon reasonable notice. All meetings will be held when pupils are not in attendance.

Section 2.02 NYSUT/NYSTRS Delegates

Provided prior written approval has been obtained from the District Superintendent or designee, no deduction from salary shall be made because of attendance by voting delegates at the meeting of the New York State Teachers' Retirement system or the annual meeting of the Representative Assembly of the New York State United Teachers.

Section 2.03 Association President Release Time

In addition to the leave provided for in Section 2.02 above, the Association President or their designee shall be granted up to five (5) days of release time, without

loss of compensation or charge to leave time, to conduct Association business, which shall include but not be limited to attending NYSUT sponsored events; the annual one-day NYSUT sponsored BOCES conference; or other relevant workshops. The Association President may also designate two (2) other Officers of the Teachers' Association to attend the NYSUT sponsored BOCES conference. All days referenced in this section require the prior approval of the District Superintendent, which approval shall not be denied unreasonably.

ARTICLE 3

Section 3.01 Exchange of Information

The Association and the BOCES agree to make available, upon reasonable request, all information and materials relevant to matters under consideration pursuant to the Public Employees Fair Employment Practices Act. The cost of copying the information, if in excess of \$100 annually shall be paid by the party making the request.

ARTICLE 4

Section 4.01 Distribution of Agreement

This Agreement shall be posted on the BOCES website.

ARTICLE 5

Section 5.01 Association Dues

Upon receipt of a written dues deduction authorization from the unit member, the BOCES shall deduct and remit the Association dues from the regular salary of each unit member. Such authorization shall continue from year-to-year unless revoked in writing by the member. The BOCES agrees to forward said Association dues and a list of unit members for whom deductions have been made to the officer designated by the Association.

If the Association changes the rate of its membership dues, it shall give the BOCES thirty (30) days' notice prior to the effective date of such change.

Section 5.02 Direct Deposit

All salaried unit members hired on or after July 1, 2016 will be paid by direct deposit (as opposed to by check). Salaried unit members hired before July 1, 2016 who are being paid by direct deposit as of July 1, 2016 shall remain on direct deposit

thereafter. The financial institutions at which direct deposit is available shall be at the BOCES' determination, provided that the BOCES shall make every reasonable effort to accommodate the unit member's designation.

Section 5.03 Deferred Plans

The BOCES agrees to deduct from the pay of each unit member filing a written authorization, designated sums for tax sheltered and income deferred plans as the unit member may elect. The BOCES shall make every reasonable effort to accommodate unit member requests to add new financial service providers (FSPs). If consistent with Omni's FSP criteria, the BOCES may add FSPs upon unit member requests, but the BOCES may not eliminate FSPs without the Association's consent. If this section should ever conflict with the terms of the Genesee Valley BOCES Board approved 403(b) plan document, then the 403(b) plan document shall prevail.

Section 5.04 NYSUT Benefit Trust

The BOCES agrees to deduct from the pay of each unit member filing a written authorization sums for the NYSUT Benefit Trust as the employee may elect.

Section 5.05 Hold Harmless

The Association hereby agrees to indemnify and hold harmless the BOCES from any and all claims, disputes, or damages sustained as a result of making the deductions provided for in this article.

ARTICLE 6

Section 6.01 Work Year

The work year for unit members shall not exceed one hundred and eighty-six (186) days. If the school year extends beyond the 186 days through legislative or state administrative mandate, the BOCES agrees to reimburse the unit member for each additional day at the rate of 1/200th base salary per day. In the event the State Legislature determines a special rate or method of compensation, it will take precedence over this article. In no event shall the BOCES school calendar start before Labor Day unless (11) or more component districts are in session prior to Labor Day.

Section 6.02 Work Day

It shall be a requirement that each unit member adhere to such hours for

attendance as scheduled in the unit member's assigned building. The normal workday for campus-based programs (Batavia, Dansville, and Mt. Morris) is set at seven (7) consecutive hours. Interruptions during a unit member's lunch period shall not be permitted except in cases of emergency.

No unit member will be expected to remain in school after the students depart on the last day prior to vacation, providing the room is in sufficient order to begin school effectively when school reopens. This early out provision does not apply on Superintendent Conference Days. Accordingly, the seven (7) hour work day applies to Superintendent Conference Days even if they are held on the day before a vacation.

Section 6.03 IEP Workday

Each special education classroom teacher with up to six students registered will be allocated one day or its equivalent to prepare for IEP conferences and to write and revise IEP's. Those classroom teachers with seven or more students registered will be allocated two days or the equivalent. An additional day or days will be at the discretion of the unit member's administrator. A substitute teacher will be provided by the BOCES, if appropriate, for each IEP day allocated. The first IEP day spent shall be used at school during the school day (full day only). The teacher may select release time or reimbursement as stated herein for any subsequent days.

The date(s) will be mutually agreeable to the administrator, the unit member and, where appropriate, the Superintendent of the district in which the classroom is located and will occur in accordance with Part 200 of the Commissioner's regulations. "Or the equivalent" shall be defined as receiving the rate of pay equal to the curriculum rate (Section 7.09) for approved time outside the regular workday for the above mentioned activities.

Any related services personnel, special subject teacher or Career & Technical subject teacher who is required to participate in the IEP process may, at the discretion of the appropriate administrator, be allocated time for such participation.

Section 6.04 Preparation Time

Full time Related Service Providers (regardless of whether or not itinerant) and

itinerant teachers will be permitted a minimum of 150 minutes per week of preparation time during the contractual work day, exclusive of lunch and travel. All other full-time unit members (including those in alternative education, CTE and special education) will be permitted a minimum of 225 minutes of preparation time per week during the contractual work day, exclusive of lunch and travel.

Section 6.05 Related Service Providers’ Work Schedules

This section applies to related service providers with district-based assignments. It is written to address the work schedules of those related service providers when the district’s school calendar does not coincide with the BOCES school calendar. When schedules conflict: If a service provider is assigned to multiple sites and some are in session and some are not, they work the BOCES calendar, working a full day if the BOCES is in session. Example 1: if the provider works a half day at the May Center and a half day in Pavilion, and the BOCES is open and Pavilion is closed, they work a full day. Example 2: if the provider works a half day in Pavilion and a half day in Alexander, and one is in session and the other is not, they work a full day if the BOCES is in session and does not work if the BOCES is closed.

ARTICLE 7

Section 7.01 Salary

A base salary is the 10-month, full time salary, excluding any payment for graduate hours, additional stipends, and master's degree.

Section 7.02 – Salary Increases

Base Salary

Base Salary increases shall be as follows:

- 2024-2025 – 4%
- 2025-2026 – 4%
- 2026-2027 – 4%
- 2027-2028 – 4%
- 2028-2029 – 4%

Retention Incentive

In recognition of returning association members, those employed (worked at least one day in their assignment) on or before June 30, 2023, and remain employed as of June 1, 2024, are eligible to receive a one-time retention incentive. This incentive shall also be added to base salary before the corresponding 4% raise is applied as defined in section 7.02. This incentive shall be payable prior to June 30, 2024.

≤ \$49,999	\$1,250
\$50,000-\$59,999	\$1,000
\$60,000	\$750

Section 7.03 Salary Credit: Annual Service Period

Unit members who begin employment on or after April 1 will not receive the negotiated pay increase for the following year without explicit Board approval upon the recommendation of the District Superintendent. Unit members who are off payroll for half or more of the school year, likewise, will not receive the negotiated pay increase for the following year without explicit Board approval upon the recommendation of the District Superintendent.

Section 7.04 Club Advisor Pay

The following amounts per club at both the Mr. Morris and Batavia Campuses shall be paid to the unit member appointed by the Board to supervise the club at each site. The BOCES agrees to reimburse the unit member for additional time supervising students at club events that extend into school holidays on weekends and during the summer at 1/200th base salary per day with prior approval from the supervisor. If more than one unit member is appointed to supervise a club at one site, they shall share these amounts equally. Whether to run a club and appoint an advisor is at administration discretion. The amounts below shall be based on the unit member’s continuous service as the advisor for that club:

Club	Years of Continuous Service Supervising the Club		
	0-3	4 th and 5 th Yr.	6 th Yr. and Beyond
FFA	\$2,500	\$3,000	\$3,750
Skills USA	\$2,500	\$3,000	\$3,750

FBLA	\$2,500	\$3,000	\$3,750
HOSA	\$2,500	\$3,000	\$3,750
NTHS	\$2,000	\$2,200	\$2,500
Atl. Ed. Yearbook	\$1,500	\$1,500	\$1,500
Alt. Ed. Stud. Gov.	\$2,000	\$2,200	\$2,500

Section 7.05 Adult Education Pay

The Board of Education establishes compensation rates for adult education work. Unit members shall be given first consideration for adult education positions. Unit members shall be compensated at least as much as the amount established by the Board of Education. Administration, however, retains the management rights to make non-grievable employment decisions. Agreements or refusal to pay in excess of the designated minimum shall not be subject to the grievance procedure herein.

Section 7.06 Collegiate Hours

Tuition reimbursement shall be subject to the terms of Board Policy 5212. The BOCES will reimburse the unit member for collegiate and graduate hours which are pre-approved by the District Superintendent or their designee at the SUNY tuition rate as a one-time lump sum payment upon submission of evidence of satisfactory course work completion. With the required prior approval, this reimbursement will be made whenever allowed under the law and/or Internal Revenue Code 162 as a reimbursable employee expense (upon completion of an Employee Claim Voucher). In the event that the law/Internal Revenue Code changes and does not allow for the voucher reimbursement method, the reimbursement will be made using the SUNY tuition rate plus 20% addition.

Unit members hired prior to July 1, 1996 and who already exercised an option to receive fifty dollars (\$50) per credit hour reimbursement (instead of the SUNY reimbursement rate) shall continue to be reimbursed using the fifty-dollar per credit hour formula. (This amount will not be adjusted by the 20% increase provided for above.) The names of every unit member to whom this exception applies are listed on a document maintained by the District Clerk.

Section 7.07 Masters Credit

Masters Credit (\$750 award) for Unit members hired before July 1, 2000 will continue to be paid as usual. Masters Credit (\$750 award) will no longer be awarded to unit members hired after June 30, 2000.

Section 7.08 Special Education Alternate Assessments

Upon completion of the work, unit members will receive a \$220 salary stipend per administratively assigned assessment.

Section 7.09 Extra-Contractual Pay

Extra-Contractual work requires prior approval. Compensable, extra-contractual work that involves student instruction or student supervision will be paid at the hourly or daily rate of pay of the individual unit member providing the extra-contractual work. All other compensable extra-contractual work will be paid at the flat rate of \$27/hour.

Section 7.10 Mentor Compensation

Teacher Mentors shall be compensated at the rate of \$1,000 per year. Mentor Coordinators shall be compensated at the rate of \$2,000 per year.

Section 7.11 Supervision by Licensed Social Worker

Licensed Social Workers who are approved to work in a supervisory role of other Social Workers will receive \$320 per supervisee.

Section 7.12 Moving Stipend

- a. "Packing a classroom" is labor done:
 1. For approximately three hours or more,
 2. Outside of the unit member's contractual working hours,
 3. Packing, unpacking and/or moving BOCES-owned classroom supplies and equipment in order to:
 - i. Move a classroom from one location to another, or
 - ii. Prepare a classroom for renovations, or
 - iii. Facilitate another purpose approved by the unit member's immediate supervisor.
- b. Unit members will never be required to pack a classroom.

- c. The BOCES will never be required to utilize a unit member to pack a classroom.
- d. Members of the unit and the immediate supervisor may verbally agree that a unit member will pack a classroom for the stipend established below. The agreement must precede the work: No stipend will be paid for packing a classroom without prior approval.
- e. The agreement will be reasonably specific as to date, time and place that the work will be done, and as to the specific work to be done.
- f. The stipend for packing a classroom is \$100.
- g. In order to make a claim for packing a classroom, the unit member will provide their immediate supervisor with a timesheet showing the date, time and place that the work was done. The supervisor is responsible for reviewing the claim, confirming that the employee is entitled to the stipend, and preparing the necessary Board schedule.

Section 7.13 School Administration Stipend/Payment

Teachers who have been approved to take on a partial role of school administration may be compensated at a rate determined by their supervisor. This added role is intended to support teachers going back to school for certification as a school administration and/or to assist programs when administrative coverage is needed on a regular basis and a teacher holds certification in administration or is pursuing certification in administration. Section 7.13 sunsets on June 30, 2029.

ARTICLE 8

Section 8.01 Severance Benefits

- a. Unit members who retire from their employment with the BOCES under the following conditions shall be eligible for the benefits specified in this section.
 - 1. The unit member must have been employed by the BOCES in any position for a minimum of ten (10) consecutive years immediately preceding the retirement date with no break in service.
 - 2. The unit member must be eligible for benefits under their

respective New York State Retirement System.

3. The date of retirement must be June 30th.
 4. The unit member must submit a written letter of retirement by completing the template in Appendix A (see page 33) not later than March 1st, preceding the date of retirement. The letter of retirement will specify how the retirement benefit will be awarded (spread over remaining pays or as a lump sum).
- b. A unit member satisfying the conditions set forth in section (a.) shall be paid \$145 for each unused sick and personal day up to a maximum of 250 days. The retirement letter (Appendix A) will specify whether this benefit will be paid as a lump sum or spread over remaining pays.

ARTICLE 9

Section 9.01 Termination Benefits

- a. The benefit established in this section (9.01) is not available to any member who is eligible for the benefit established in Section 8.01.
- b. Subject to paragraph (c) below, unit members who resign from the BOCES will receive a stipend payment based upon years of active service as illustrated in the chart below.

<u>Years</u>	<u>\$ at termination per sick day</u>
0-5	\$0
over 5-10	\$45
over 10	\$75

- c. The purpose of this paragraph (c) is to encourage employees who finish a school year but who resign before the start of the next to give early resignation notice. If the effective date of resignation is any day after the end of one school year and prior to the beginning of the next, then this (Section 9.01 Termination Benefit) will only be paid if the BOCES receives written notice of the resignation before July 1st.
- d. The purpose of this paragraph (d) is the same as the purpose of paragraph c above. If the effective date of resignation is August 31st and

the BOCES receives written notice of the resignation before July 1st, then the BOCES will pay 100% of the employee's premiums for July and August for:

- a. whatever health, prescription dental and vision insurance was in place on June 1st
- b. whatever tier was in place on June 1st.

ARTICLE 10

Section 10.01 Group Health Benefits

The BOCES will provide availability for unit members to participate in one of the health care packages defined herein.

- a. Newly hired unit members have 30 days from the first day of benefit eligibility to enroll in the benefits set forth in this section. Other than during this 30-day period, enrollments and benefit changes shall be during open enrollment in June.

Package 1: The Genesee Area Health Plan PPO – Base Medical

Available additional options to Package 1:

- The Genesee Area Health Plan – Prescription Copay Rider
- The Blue Cross/Blue Shield Dental Blue Option 3
- Genesee Area Healthcare – Davis Vision

Package 2: The Genesee Area Health Plan D-2 - Base Medical

Available additional options to Package 2:

- The Genesee Area Health Plan – Prescription Copay Rider (D-2)
- The Blue Cross/Blue Shield Dental Blue Option 3
- Genesee Area Healthcare – Davis Vision

Package 3: The Genesee Area Health Plan Incentivized High Deductible (I-HD) – Base Medical and Prescription

BOCES will make HSA seed payments to the employees individually owned HSA account in the amount of:

First Year - \$1,500 for a single plan, \$3,000 family (prorated)

After First Year - \$750/year for a single plan, \$1,500 family

Annual seed payments are spread over two payments per year

Available additional options to Package 3:

- The Blue Cross/Blue Shield Dental Blue Option 3
- Genesee Area Healthcare – Davis Vision

Employee Premium Contributions per plan per year shall be as follows:

	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Plan 1 (PPO)	18%	18%	18%	18%	18%
Plan 2 (D-2)	0%	0%	0%	0%	0%
Plan 3 (I-HD)	0%	0%	0%	0%	0%

- b. Any unit member not electing to participate in the BOCES-furnished medical plans will be eligible to participate in the “option to medical insurance coverage” as specified in Board Policy #5312, Regulation 5312-1 and Opt-Out Form 5312-1. The rate of compensation is one thousand dollars (\$1,000). The election to “opt-out” of medical insurance will continue until such time as the unit member elects to re-enter the BOCES medical insurance plan or is no longer eligible to receive the subsidized medical benefit.
- c. Unit members shall have the option to participate in a flexible spending account (Section 125 plan).
- d. Health insurance coverage (including prescription, dental and vision) for unit members who separate from employment with an effective date on or before the 15th day of the month will continue through and including the 15th day of that month. Health insurance coverage (including prescription, dental and vision) coverage for unit members who separate from employment with an effective date after the 15th day of the month will continue through and including the last day of that month.
- e. Subject to the insurers’ permission, unit members who retire into an appropriate New York State Retirement System may continue to participate in the BOCES health insurance at their own expense.

ARTICLE 11

GRIEVANCE PROCEDURE

Section 11.01 Purpose

The establishment and maintenance of a harmonious and cooperative relationship between the Board and its unit members is essential to the BOCES operation. It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of unit members through procedures established under this agreement which afford the Board and the unit members an opportunity to dispose of their differences free from coercion, interference, restraint, and discrimination or fear of reprisal.

Section 11.02 Definitions

A *grievance* is defined as a written complaint (use grievance form, see Appendix B) by a member of the unit that there exists an alleged violation or misinterpretation of this agreement.

Member shall mean any employee covered under the terms of the agreement.

The *Supervisory Officer* shall mean the Principal, Assistant to the Principal, or immediate supervisor responsible for the area in which the grievance has arisen.

The *Chief Executive Officer* is the District Superintendent.

Grievance Committee shall mean the committee designated by the Association.

School business days are defined as days when central administration offices are open for business.

Section 11.03 Basic Principles

Any unit member shall have the right to be represented, or not to be represented, by the Grievance Committee of the Association. If the grievant chooses to be represented, the member must be represented by the Association.

The parties shall have the right, at a reasonable time, to all written statements or records pertaining to the grievance.

All grievance hearings shall be confidential and all documents, communications and records dealing with the grievance shall be filed separately from the personnel files of the participant.

All reasonable efforts will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure. Nothing contained herein will be construed as limiting the right of any member to discuss the matter informally with any appropriate member of the administration and to have the matter informally adjusted provided that the adjustment is not in violation of the terms of the agreement and that the Association has been given an opportunity to present its views of the grievance.

The Chief Executive Officer shall be responsible for accumulating and maintaining an official grievance record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all steps and all written decisions. The official grievance record shall be available for inspection and copying by the member and the Board, but shall not be deemed a public record.

Section 11.04 Time Limits

No alleged grievance shall be entertained and shall be deemed waived unless presented in writing at Step One within thirty (30) school business days after the occurrence of the act or acts upon which the said grievance is based.

A grievance which is not answered within the time limits specified by the specific step of the procedure may be appealed to the next step of the procedure within the time which would have been allotted had the decision been communicated by the final day.

A grievance shall be considered settled on the basis of the last answer rendered unless appealed to the next step in these procedures within the time limits specified.

Section 11.05 Procedures

Step One-Supervisory Officer

A member having a grievance should discuss it with their Supervisory Officer with the objective of resolving the matter informally. If the grievance is not resolved, the formal grievance procedure is commenced by the unit member filing a written grievance, on a form approved by the District Superintendent and Association, with the Program Administrator of the unit member's division within the time limit specified in

section 11.04. Within five (5) school business days of receipt of the grievance, the Supervisory Officer will meet with the unit member to discuss the grievance. The supervisory officer will render a written decision to the unit member and Association grievance committee within five (5) school business days of that meeting.

Step Two-Chief Executive Officer

If the member and the Grievance Committee are not satisfied with the written decision rendered at Step One, a written appeal of said decision may be filed with the District Superintendent within ten (10) school business days after the issuance of the Step One decision. Copies of the grievance and of the written decision shall be submitted with this appeal.

Within five (5) school business days of receipt of the appeal, the District Superintendent shall establish a time for hearing of the grievance, such hearing to take place no later than ten (10) school business days after the receipt of the appeal.

The District Superintendent shall render a decision within five (5) school business days after the hearing. Such decision shall be in writing with copies to the aggrieved member and Grievance Committee.

Step Three - Board of Education

If the member and the Grievance Committee are not satisfied with the decision rendered at the second step, a written request for a hearing may be filed with the Board within five (5) school business days after receipt of the Chief Executive Officer's answer.

The District Superintendent shall submit all written documents pertaining to the grievance to the Board.

The Board shall notify all parties of a time and place when a hearing shall be held. Whenever possible, the hearing shall be at the next regular Board meeting after receipt of the request.

The Board shall render its decision within ten (10) school business days after the hearing. Such decision shall be in writing and shall be submitted to the aggrieved and the Grievance Committee.

The grievance shall be considered settled on the basis of the answer provided

above, except that it is understood that a decision by the Board relative to a grievance involving the interpretation and administration of Federal or State Law may be appealed upon approval of the Grievance Committee to the Commissioner of Education if such appeal is provided under the Law; and a decision by the Board relative to a grievance involving the interpretation and administration of this agreement may be appealed through the arbitration procedures outlined below.

Section 11.06 Arbitration

If the member and the Grievance Committee are not satisfied with the decision rendered at Step 3, a request for a list of arbitrators may be filed with the American Arbitration Association. A copy of the letter requesting such a list shall be mailed to the Board. Such a request for arbitration must be filed within ten (10) school business days after receipt of the Board's decision at the third step of this procedure. Upon receipt of the list of arbitrators, the parties shall select an arbitrator to hear the case, such selection to be made in accordance with procedures established by the American Arbitration Association.

The arbitrator will hear the matter promptly and will render their decision no later than thirty (30) calendar days from the date of the close of the hearing. The hearing shall not be considered closed until the time limits established by the arbitrator for filing of briefs or supplementary statements, if any, shall have passed.

The authority of the arbitrator shall be limited to an interpretation of the provisions of this agreement as they apply to the grievance before them, and they shall have no authority to add to, subtract from, or alter in any way any of the provisions of this agreement.

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

The costs for the services of the arbitrator, including expenses, shall be shared equally.

ARTICLE 12

Section 12.01 Interview Committee

During a pre-employment interview, a unit member will be encouraged to participate, without additional pay, in employment interviews. The unit member will be

entitled to ask questions and to aid the BOCES in the selection of the best candidate. It is understood that this will occur whenever practicable and whenever a unit member is available according to the schedule which has been set up by the Administration.

Section 12.02 Substitute Teachers

In the event a unit member is absent from school, the BOCES will make a good faith effort to provide a qualified substitute to assume the unit member's duties until the unit member returns.

Section 12.03 Vacancy Posting

- a. A unit member vacancy exists when the BOCES creates a new unit position or when a unit position becomes vacant due to a resignation, retirement, permanent transfer, termination or death of a staff member. Leaves of absence shall not be considered vacancies.
- b. Written notification of unit member vacancies shall be posted in the following BOCES locations: May Center, Batavia Sites, Administration Buildings and the BOCES website.

Section 12.04 Job Sharing

Unit members may apply for job sharing. The BOCES will determine the availability of the job sharing positions. Unit members wishing to share a position shall apply in writing to the District Superintendent.

Unit members shall be paid on the prorated basis of their appropriate salary schedule including credit for graduate hours, masters degree, and other applicable stipends. In the following year, the unit members will advance on the salary schedule as full-time teachers, provided the job sharing service was .5 time or more. If the job share extends beyond one year, each job sharer will be required to work two years at half-time status to receive one year's annual salary increase.

Unit members shall retain full seniority earned prior to becoming a job sharer. Additional seniority shall continue to accrue on a prorated basis during the time served as a shared teacher.

Job sharers will retain all other benefits on a prorated basis unless those benefits are specifically applicable only to full-time unit members.

Job share service will not be credited towards completion of the probationary period.

Job sharers will attend full workshop days, open house, and other professional meetings as may be required, without payment of additional salary.

Job sharers may not substitute for each other without the approval of their supervisor.

Applications may be or may not be approved on a yearly basis. Should the BOCES determine that the shared teaching responsibility is not working, the shared arrangement can be terminated upon 14 days written notice.

Upon the conclusion of a job sharing position, a unit member shall return to a full-time position, consistent with Education Law and this agreement, with all rights and benefits, unless the job sharing position is continued for another year.

The provisions set forth in this Article shall not be grievable.

Section 12.05 Extended School Year (ESY) and Regional Summer School

Unit members shall receive first consideration for all extended school year and regional summer school positions. Administration; however, retains the management right to make non-grievable employment decisions for both programs.

Section 12.06 Personnel Files

If any material concerning a unit member's conduct, performance, character, or personality is to be placed in a unit member's personnel file, they will be given prior notice of the material to be placed in the file and sign the material acknowledging its receipt. The unit member's signature shall not, in and of itself, signify agreement with the contents of the material, and the unit member shall have 20 school business days following receipt of the material to submit a response. Any response shall be attached to the material and included in the personnel file.

A unit member may view the contents of their personnel file in the presence of the District Superintendent or an administrator or their designee and may have one complete copy of the file once every five years, and additional copies made of materials contained in the file at \$.25 per page. Whenever possible, unit members will be permitted to view the file as soon as practicable, but in no event later than five (5)

school business days following their request. Confidential pre-employment references and placement materials shall not be available under this provision.

Section 12.07 Transfers

In any transfer of assignment of unit members, the best interests of the children shall be controlling. It is understood and agreed that the Board's objective is to obtain the most qualified teacher or related service provider. The following principles shall be applied in filling vacancies in existing or new positions by means of transfer of assignment:

- a. Individual qualifications
- b. Instructional requirements
- c. Any violation of this article will allow for a direct grievance to the District Superintendent.

Voluntary Transfers of Assignment

A unit member requesting a transfer from one assignment to another within the same tenure area shall submit a request in writing to the Administrator involved, stating the reason for the request. Where the foregoing factors are substantially equal, the preference in transfer of assignment shall be given to the teacher or related service provider with the greatest number of years of experience in the BOCES (most senior unit member). The unit member shall be notified in writing of the action and the reason concerning the unit member's request within (20) days of the end of the posting period.

Involuntary Transfer of Assignment

- a. Any involuntary transfer from one assignment to another within the same tenure area shall be made only after a meeting between the unit member involved, a representative of the Association if requested by the unit member, the building Administrator, and, by request, the appropriate district level Administrator at which time the unit member will be notified of the reason therefore. If the unit member objects to such transfer of assignment, a good faith effort shall be made to transfer the unit member to an acceptable position.
- b. Written notice of a proposed involuntary transfer of assignment shall be

given to the unit member as soon as possible but not less than fourteen (14) calendar days before the transfer of assignment is effective.

- c. Wherever possible, no unit member shall be subject to excessive involuntary transfer of assignment compared to all other unit members in their tenure area.

Section 12.08 Travel Reimbursement

Any unit member who uses their personal vehicle for any BOCES related purpose for any approved occasion shall be compensated for such use at a rate equal to the highest rate permitted by the IRS. Any subsequent change in this rate shall be implemented immediately as soon as it is known; however, no retroactive increase shall be implemented.

Section 12.09 Evaluation

- a. **Application**

This section (12.09) applies to unit members who are not required to be evaluated pursuant to Education Law Section 3012-c, 3012-d or other requirement of law.

- b. **Definition**

Evaluation shall be defined as a collaborative process of self and supervised assessment, which supports organizational objectives and leads to improved student learning.

- c. **Scope**

At least one evaluation document will be completed for each unit member during a twelve-month period. Evaluation will be conducted through the use of the Continuous Improvement Plan (CIP) as outlined in the evaluation guidebook.

- d. **Reference**

The annual evaluation guidebook is hereby designated as the source document for the evaluation process. The guidebook may be reviewed periodically to improve the evaluation process. The Association will be fairly represented on any ad hoc committee making changes to the guidebook.

- e. **Observations**

The use of formal observations as defined in the guidebook will be required in individual's CIP as indicated by the following chart. Informal observations may occur at any time. When an informal observation is part of a C.I.P., any written documents related to the informal observation may be placed in the unit member's personnel file at the administrator's discretion. When routine informal observations occur which are not part of the C.I.P., no written documents related to the informal observation are placed in the unit member's personnel file. The exception being any conduct duly noted as it may relate to a progressive discipline matter. Other material relative to a unit member's conduct, performance, or character may be placed in the personnel file.

(See section 12.07 on personnel files.)

<u>Group</u>	<u># of Formal Observations</u>	<u>To be Completed Annually</u>
Non-tenured teacher	At least 2	by April 1 st
Tenured teacher	Not required Not prohibited	if conducted, complete by by April 1 st
Probationary Physical Therapist, Occupational Therapist or Audiologist	At least 2	during week 9 through week 45 when first hired
Permanent Physical Therapist, Occupational Therapist or Audiologist	Not required Not prohibited	as scheduled

1. All formal observations will be conducted openly and with the full knowledge of the teacher.
2. All formal observations will be conducted by an administrator.
3. The formal observation shall consist of a pre-conference, an on-site observation, a post conference and a written summary of each. The total length of the observation process shall not exceed seven (7) calendar days. It shall be the responsibility of the evaluator to incorporate unit member comments into the post conference summary.

f. **First Evaluation**

The evaluator will discuss the annual evaluation guidebook with newly hired unit members as part of establishing their first CIP.

Section 12.10 Seniority

Seniority credit is calculated in positions that both: 1) require certification issued by the New York State Education Department, and 2) are within the recognition clause of the collective bargaining agreement between the BOCES and the Association. This agreement does not apply to civil service positions, including occupational therapy and physical therapy positions.

If the BOCES and the Association disagree as to the interpretation of this agreement or the amount of seniority to which an Association member is entitled, they shall make a good faith effort to resolve such disagreement. This good faith effort will include, upon request, the exchange of all documentation relevant to the calculation of seniority.

Disputes over the interpretation of this agreement which are not resolved as provided above are grievable under the contractual grievance procedure.

Calculation of Seniority

- a. Seniority is measured by paid workdays in no less than half day increments.
Seniority is only earned:
 1. For each workday for which the Association member actually works, or
 2. For each workday for which the Association member does not work but for which the Association member receives contractual paid leave time, including compensation from the collectively negotiated sick bank, or
 3. For administratively directed paid leave time.
- b. CTE teachers sometimes, at the BOCES Board's discretion, receive temporary appointments while they complete their applications for Transitional A Certification. When and if such teachers subsequently receive probationary appointments, time worked under the temporary appointment shall count toward seniority and the probationary period.
- c. There shall be no credit for part-time service except when a permanently appointed full-time employee agrees to assume a part-time position at the request of the BOCES. In that event, seniority shall continue to accrue as if the employee were full-time, provided, however, that if such an employee is

thereafter offered full-time work and refuses, no further seniority shall accrue (though previously earned seniority shall remain frozen.)

- d. No waiver of seniority credit will be given effect unless it is made in writing, and signed by the person waiving seniority and by a representative of the Association.
- e. In the event of a seniority tie, the tie will be broken as follows:
 - a) First tie breaker: the date of actual service that the employee first earned seniority in the tenure area;
 - b) Second tie breaker: the date that the employee was appointed to the tenure area by the Board;
 - c) Third tie breaker: the order of Board appointment.

ARTICLE 13

Section 13.01 Supplies

The Building Principal or immediate supervisor and the unit member involved shall work out a budget for each unit member and it shall be the duty of the Building Principal or immediate supervisor to make the final determination and to see that the equipment and material is marked for and supplied to the unit member involved. Every reasonable effort will be made to obtain supplies prior to the beginning of the school year or as soon as possible thereafter.

ARTICLE 14

Section 14.01 Road Closings

If a unit member is unable to reach work due to circumstances beyond their control, such as inclement weather conditions, road closing, etc., the day or days may be deducted first from personal leave, and then if all such days have been used, from accumulated sick leave, to a maximum of 5 days per school year. All requests must be in writing and presented to the District Superintendent prior to the closing of the following pay period.

ARTICLE 15

Section 15.01 Personal and Property Damage

Should any unit member, through no fault of their own, suffer a physical assault

upon their person and/or property while acting in the course of and during their employment, the unit member shall be reimbursed for property damage resulting from the assault. To be entitled to reimbursement the unit member must submit acceptable proof of the loss of damage, including the value of the loss or damage, to the District Superintendent within 20 school days of the loss or damage. In the event of an assault, the unit member shall cooperate in any Board of criminal investigation of the incident.

ARTICLE 16

Section 16.01 Sick Leave

Twelve (12) sick leave days shall be credited at the beginning of each school year which may be utilized for absences due to personal illness or as specified below. Such days shall be cumulative to two hundred and fifty (250). The annual grant of sick leave days shall be used before any accumulated sick leave is used. Sick leave days are prorated based on hire date and front loaded annually for returning employees.

After five (5) consecutive days of absence due to personal illness, a physician's statement will be requested by the BOCES. If administration determines that a pattern of absences has developed, administration may require medical documentation of any absence within the pattern for which the employee has obtained medical attention.

A maximum of five (5) days per year without loss of pay will be allowed for absence due to sickness in the immediate family where the presence of the unit member is required. Family sick days are non-cumulative and will be charged against sick leave. However, under compelling circumstances and upon the unit member's written request, the District Superintendent may allow additional family sick days, to be drawn from personal leave or individual sick days. The District Superintendent's exercise of discretion regarding such requests shall not be grievable or precedent setting.

Immediate family for this provision includes husband, wife, father, mother, child, father-in-law, mother-in-law, or members living in the unit member's household. In the event of any injury caused in the course of a unit member's employment, they shall be paid their full salary for a period not to exceed twenty (20) days. These days shall not

be deducted from their accumulated sick leave. If Worker's Compensation Benefits are paid during this period, they shall assign said benefits to the Board, except for injuries for which a settlement is made by the insurance carrier for loss of finger, arm, etc.

Section 16.02 Return from Sick Leave

This Section (16.02) shall not limit the BOCES' authority to act under the Family and Medical Leave Act, the Americans with Disabilities Act (ADA) or other law. Nor shall it alter the consequences of an employee failing or refusing to abide by the requirements of the FMLA, ADA or other law. Provided that the BOCES provides the Employee with reasonable advanced notice:

- a. The BOCES may require fitness-for-duty-certification from the employee's treating physician as a condition of returning from a leave of absence of five (5) days or more.
- b. If an employee is required to provide a fitness-for-duty certification to be restored to work, the BOCES may deny the employee restoration to work until the certificate is provided. If a delay in providing the certificate results in a delay in restoration to work, the BOCES may place the employee on sick or unpaid leave during the period of delay.
- c. If an employee becomes able to return to work prior to the end of an approved leave, they shall promptly notify the BOCES. The BOCES may then require fitness-for-duty certification as a condition of the employee's return to work. If a delay in providing the certification delays restoration to work, the BOCES may place the employee on sick or unpaid leave during the period of delay.
- d. If fitness-for-duty certification includes duty restriction, it shall be provided at least three (3) workdays prior to the scheduled return, so as to allow the BOCES to evaluate the restrictions.

Section 16.03 Sick Leave Bank

The BOCES will provide a sick leave bank for all unit members under the following guidelines. These guidelines will be followed on a very consistent basis.

However, in the event that a unit member is ineligible for the sick bank benefit under the stated guidelines under circumstances that the District Superintendent deems dire, unique and life altering, they may make an exception to the guidelines and authorize the BOCES' two sick bank committee members to vote in favor of the unit member's sick bank request. The District Superintendent's decision to grant or deny an exception to the following guidelines is non-grievable.

- a. The purpose of this Bank is to protect unit members who have an uncompensated extended personal illness. An extended personal illness shall be defined as an illness when a unit member is absent for verifiable medical reasons for a minimum of 20 work days for the same personal illness.
- b. A committee of four will determine eligibility for use of the bank with two members chosen by the Association and two members appointed by the District Superintendent. A majority vote of the Committee is required to approve a request for sick bank days.
- c. The committee will review the request for the use of the Sick Bank days within 15 workdays of the receipt of the original request.
- d. The Sick Bank may not be used by a unit member on an unpaid leave of absence.
- e. Sick Bank Days may not be applied to any absence for which the unit member has or will receive compensation, partial or whole, from any other source, such as workers compensation or disability insurance.
- f. Denied applications are grievable if either administrative representative to the committee voted to deny the application.
- g. First year unit members will contribute the first of their two days to the Bank. During the succeeding year, each of these unit members will contribute the second of their two days to the Bank.
- h. The maximum number of days which may be drawn from the Bank by Association members as a collective group in any one school year is 300. The District Superintendent may upon request allow the use of more than

300 days in a school year at their sole discretion. A decision not to allow greater than 300 days aggregate use in a school year is not grievable. The maximum number of days which may be drawn from the bank by any individual Association member in any one school year is 60. The maximum number of days which may be drawn from the bank by any individual Association member in any three consecutive years is 120.

- Example 1: if an Association member drew 50 days in Year 1 and 30 days in Year 2, then the maximum number of sick bank days available to that Association member in Year 3 would be 40.
- Example 2: if an Association member drew 60 days in Year 1 and another 60 days in Year 2, then that Association member would be ineligible for sick bank days in Year 3.

- i. All unused days will be carried over each year of the contract except as noted in (g) above.
- j. Use of Sick Bank
 1. Unit members are not eligible for sick bank benefits until: 1) they have made the contribution of their first sick bank day and 2) are on payroll during their second year. For example, a unit member who is on an unpaid leave of absence at the commencement of the second year is not eligible for sick bank benefits until returned to payroll.
 2. The unit members must have used all personal and accumulated sick leave.
 3. The unit members must be absent from work for 20 or more days for the same personal illness.
 4. If the unit member qualifies for use of the Sick Bank and went unpaid during any part of the 20-day period, days from the Sick Bank may be applied retroactively.
 5. The unit members will submit documentation from their physician for the reason of the extended illness and, for FMLA qualifying

leaves, any other documentation the BOCES requires or requests in order to administer the FMLA leave. The Committee reserves the right to request a physical examination by a physician chosen by the BOCES at the BOCES' expense.

- k. A doctor's verification of the ability to resume the unit members' duties shall be provided by the Unit members prior to resumption of work.

Section 16.04 Year End Conversion of Sick Days to Money

If at the end of the school year, a unit member has more than 25 sick days (not including personal days) and has had fewer than 4 sick or unpaid days in the school year, they may sell off up to 5 sick days at 1/200th of annual salary per day. A unit member so opting will notify payroll in writing before August 1st. BOCES will make payment in September.

Section 16.05 Personal Leave

Three (3) days per year with pay, without having to state a reason, will be granted upon the request of any unit member for personal leave. The unit member must notify their supervisor as soon as they know a personal day or days will be needed. This leave is not to be used on a day immediately prior to or after a holiday or vacation day, and is not to be charged against sick leave. However, under compelling circumstances and upon the unit member's written request, the District Superintendent may allow the use of personal leave immediately prior to or after a holiday or vacation. The District Superintendent's exercise of discretion regarding such requests shall not be grievable or precedent setting.

Unused personal days will be added to the accumulated sick leave days. Personal days are prorated based on hire date and front loaded annually for returning employees.

Section 16.06 Bereavement Leave

- a. A maximum of three (3) days without loss of pay will be allowed for absence due to death in the immediate family. For the purpose of this provision, immediate family shall be defined as follows: husband, wife, same-sex committed partner (or "SSCP," as defined in Section 79-N of the

New York State Civil Rights Law), children, father, mother, step-parent, brothers and sisters, grandchildren, grandfather and grandmother, father-in-law and mother-in-law, brother-in-law and sister-in-law, daughter-in-law, son-in-law and other members living in the unit member's household. If the unit member has a SSCP, then the unit member may use bereavement leave for the death of the SSCP's relatives as if the SSCP were a spouse. For example, a unit member may take bereavement leave for the death of a SSCP's father as if that father was the unit member's father-in-law. If necessary and in case of emergency, the personal days may be used if available.

- b. These days are noncumulative and will not be charged against sick leave.
- c. At the discretion of the District Superintendent, additional days may be granted in the event of the death of a unit member's spouse, father, mother or children. Such additional days will be drawn from the unit member's sick or personal leave time accruals, at the District Superintendent's discretion.
- d. At the discretion of the District Superintendent, time without loss of pay may be allowed to attend the funeral of any family member not defined above and any other person occupying a close familial relationship. Such additional days will be drawn from the unit member's sick or personal leave time accruals, at the District Superintendent's discretion.
- e. Paragraphs c and d of this Section shall not be subject to the grievance procedure.

Section 16.07 Conference Leave

Any unit member may be granted permission to attend a professional conference or take visitation days. A written request that includes an estimate of the expenses involved must be presented prior to the actual date of the conference. Such approved conference days are noncumulative and will not be charged against sick leave. Unit members will receive regular pay during approved conference attendance. If approved, the BOCES will pay the reasonable expenses including fees, meals, lodging and

transportation incurred by unit members in attending conferences. Within ten (10) school days following attendance at an approved conference, the unit member must file a written report on a form prescribed by the BOCES.

Section 16.08 Jury Duty

Unit members called for jury duty will immediately notify their supervisor. With the unit member's knowledge, the BOCES may submit a written request to the Commissioner of Jurors that the jury duty service be scheduled during the months of July and/or August due to the educational importance of the unit member's presence during the school year. Unit members required for jury duty during regularly scheduled work days shall receive their regular salary. Documentation of service may be requested by the supervisor. A unit member employed by the BOCES during the regular summer school program, which may include but not be limited to the extended school year, etc., shall be compensated at their regular summer school rate for any dates of jury duty service. For court appearances other than jury duty occurring during regularly scheduled school days members of the unit may be paid at the discretion of the BOCES.

Section 16.09 Unpaid Leave

An unpaid leave of absence may be granted by the BOCES upon the recommendation of the District Superintendent. Such leave will not be denied without cause. When possible, a letter of request shall be forwarded to the District Superintendent at least 30 calendar days in advance of the date the leave is to begin, and shall state the anticipated duration of the leave. The District Superintendent may, at their discretion, waive the 30-day advance notice requirement.

The unit member will return from a leave at the beginning of a semester. The BOCES may extend such leave in multiples of one semester, upon receipt of a timely written request from the unit member. The unit member must notify the District Superintendent in writing two months prior to the end of the semester of the unit member's intention to return or not return to work.

A unit member on such leave may continue in the health care plan pursuant to the Family and Medical Leave Act or may purchase continued coverage in the health care benefits plan. No unit member on such leave shall accept employment without

written consent from the District Superintendent.

No seniority rights, tenure rights or fringe benefits shall accrue while a unit member is on such leave, except as provided by law.

Section 16.10 Workers Compensation/Unpaid Medical Leave

Unit members who receive indemnity payments as a Workers Compensation Claimant will be automatically placed on an unpaid medical leave after all accrued sick and personal days are used or after three (3) months of unpaid absence. The only function of this language is to place and account for the unit member in an appropriate leave of absence status until such time as the unit member resumes an active status, acquires an inactive status, or retires.

Section 16.11 Maternity/Paternity Leave

Whether due to biological child birth or adoption, a maternity/paternity leave, without pay, of up to twenty-four (24) months, will be granted upon request of the unit member. The request will be made using the same process as applies to leave requests generally.

The exit date for unit members taking a maternity/paternity leave shall be determined by the unit member. Other than cases of emergency, the BOCES will be given thirty (30) days written notice of such date. The unit member will return from a leave at the beginning of the semester. Under extenuating circumstances, the unit member may return to their employment duties after forty (40) days written notice.

A unit member on such leave may continue in the health care plan pursuant to the Family and Medical Leave Act or may purchase continued coverage in the health care benefits plan. No unit member on such leave shall accept employment without written consent from the District Superintendent.

No seniority rights, tenure rights or fringe benefits shall accrue while a unit member is on maternity/paternity leave, except as otherwise provided in Section 12.10 or by law.

Section 16.12 Sick Leave for Adoption

Upon application, a unit member will be permitted to use a maximum of thirty (30) of their accumulated sick days to attend to responsibilities in connection with the

adoption of a child which require the unit member to be absent from work (e.g., travel to pick up the child, attendance at court proceedings, post-placement care, etc.). At no time may such paid leave exceed the unit member's total of accumulated sick leave. Sick bank days are not available for this purpose. If both parents are employed by the BOCES, only one of them may use this form of leave. The unit member must give written notice at least thirty (30) days in advance of the first date of the expected leave, unless evidence is provided to the satisfaction of the BOCES that such notice was not possible, in which event notice must be given as soon as possible. The leave application will contain the expected commencement and expiration dates of the leave. Upon application, and with approval of the Board, the leave may be terminated early.

Section 16.13 Family and Medical Leave Act

- a. Contractual Benefits Running Concurrently with FMLA Benefits: Contractual paid leave benefits will run concurrently with any leave entitlements of the FMLA. For example, if a unit member uses ten sick days for an FMLA-qualifying health condition, then the employee will be deemed to have used two weeks of FMLA leave.
- b. When the FMLA Does Not Apply: If a 1.0 FTE probationary unit member does not qualify for FMLA benefits due only to not satisfying the FMLA duration of employment requirement (one year) or the FMLA hours worked requirements (1,250 in the last year), then FMLA health insurance continuation benefit will nonetheless be provided at 100% of the employee's expense, subject to the employee's compliance with all employee obligations under the FMLA (such as leave notice and medical documentation).
- c. When FMLA Benefits Terminate But Leave Continues: If a unit member exhausts all FMLA and paid leave time, and goes off of payroll while still on a leave of absence, they may request in writing that their ordinary employer/employee premium share continue. If the request is granted, then when the unit member returns to payroll, their payroll deduction for insurance premiums will be increased as needed to refund the BOCES. The BOCES response to a request made under this paragraph shall be non-grievable.

Section 16.14 Military Leave

Unit members shall be entitled to military leave as provided in the New York Military Law. Any unit member directed to report for military, national guard or active reserve duty shall immediately notify the unit member's Supervisor. Documentation of service may be requested by the supervisor. The BOCES may request to the appropriate authority that the military, national guard, or reserve duty be scheduled during the months of July and/or August due to the educational importance of the unit member's presence during the school year.

The BOCES will abide by all applicable laws regarding the employment and reinstatement rights of unit members engaged in the performance of military duty. Contractual benefits, including health insurance, will continue during any paid leave under this Section, provided that, in the event of an unpaid leave, military health insurance coverage shall be primary unless the unit member will suffer a loss of or substantial change in coverage, in which case the BOCES will provide the primary coverage.

Section 16.15 Annually Crediting Leave Time

Unit members' annual leave accruals shall not be credited at the beginning of the school year unless the employee is on payroll; that is, if the unit member is not on payroll at the beginning of a school year when leave accruals would ordinarily be credited, then the unit member will not receive their annual leave accruals until after returning to payroll.

Section 16.16 Fitness for Duty by BOCES Physician

The BOCES does not allow any medical examination that would not be allowed by law, nor does it prohibit any medical examination that would be allowed by law. The BOCES and the Association agree that return to duty certification from the unit member's personal physician is often sufficient to establish that the unit member is fit to return to duty. The BOCES and the Association also agree that there are exceptional circumstances under which the unit member should be examined by a BOCES physician as a condition of returning to duty. Upon the recommendation of the Deputy

Superintendent, a unit member may be required to be examined by a BOCES physician, at the BOCES expense.

The Administration may recommend such an examination only after discussing the circumstances and rationale with the Association Co-Presidents. If the Association Co-Presidents disagree with Administration, they will be given an opportunity to discuss the matter with the District Superintendent before a final decision is made.

Whether certification by the BOCES physician will be required is situation-specific, but some of the factors to be considered are:

Whether the medical condition may have adversely affected the unit member's work performance during active duty; Potential detriment to the unit member, other persons, or the BOCES programs as a result of premature return, and whether the unit member has had more than one leave in relation to the same (or a related) medical condition.

If the unit member's physician determines that they are fit to return to duty but the BOCES physician determines that they are not, the following procedure shall apply.

A third medical opinion will be obtained. The BOCES and the Association will mutually determine the physician for the third opinion. The same "good faith" bargaining obligations that apply in collective bargaining will apply to this determination.

The physician rendering the third opinion will provide it in writing. After receipt of the third opinion, the BOCES will decide in its sole discretion whether or not to allow the employee to return to duty. A decision not to allow the employee to return to duty may be grieved under the contractual grievance procedure.

The affected unit member will be placed on paid administrative leave from the date their physician specifies for return to duty until the date that the dispute is resolved.

The BOCES physician or a physician rendering a third opinion will disclose medical information only to the Deputy Superintendent or the District Superintendent. They are at liberty to share that information with the BOCES Board of Education. Medical information will be disclosed to others on a "need to know basis" only. The

term "medical examination," as used in this agreement, includes psychological and psychiatric examination.

ARTICLE 17

Section 17.01 Complete Agreement

The BOCES and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the areas of collective negotiations.

The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The BOCES and the Association agree that to promote a stable relationship, neither party shall, for the duration of this Agreement be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered by the Agreement, except to the extent provided in the N.Y.S. Public Employees Fair Employment Practices Act.

The BOCES retains all rights, powers and authority they had prior to entering this Agreement except as expressly abridged or modified by this Agreement.

ARTICLE 18

Section 18.01 Savings Clause

If any provision of this Agreement is or shall be at any time contrary to law or the ruling of the Commissioner of Education that provision shall not be applicable, performed or enforced, except to the extent permitted by law. In the event any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 19

Section 19.01 Duration

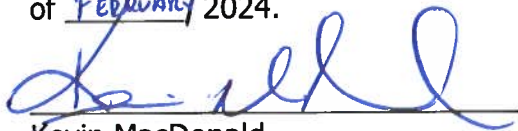
The provisions of this agreement shall become effective July 1, 2024, once signed by the parties. It shall continue in full force and effect through and including June 30, 2029 and from year to year thereafter unless either party gives written notice

to the other party no later than February 11, 2029 of its desire to modify or amend this agreement. If either party notices this agreement for modification or amendment, then the parties shall set a mutually agreed upon meeting date of not later than February 28, 2029 for the first negotiation session.

Section 19.02 Legislative Proviso

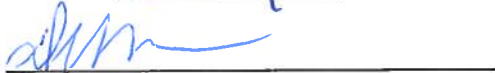
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF the parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the 28 day of February 2024.



Kevin MacDonald,
District Superintendent

Dated: 3/1/24



Derek Thomson,
Association Co-President

Dated: 2/28/24



Robert Estes,
Association Co-President

Dated: 2/28/24

Approved by the BOCES Board: February 28, 2024



APPENDIX A

Unit Members will use this language when applying for the severance benefit described in Section 8.01 of this negotiated agreement.

SUBMIT THIS LETTER BY MARCH 1st _____

Dear _____ (Immediate supervisor)

Please accept my retirement effective June 30, 20__.

Select one:

I select to receive payment for my unused sick and personal days (currently ___ days) at the rate of \$_____ per day, spread out over remaining payrolls.

OR

I select to receive a lump-sum payment for my unused sick and personal days (currently ___ days) at the rate of \$_____ per day, to be paid with the last payroll in June.

(Continue to complete letter as appropriate)

Yours truly,

APPENDIX B

Genesee-Livingston-Steuben-Wyoming
Board of Cooperative Educational Services
Educators' Association

GRIEVANCE FORM

Grievant (s) _____

Location _____ Date Filed _____

Date Grievance Occurred: _____

Contract Article Violated: _____

Statement of Grievance:

Possible Solution:

Program Administrator: _____
Signature

Grievant: _____
Signature

Confirmation of date filed

Date filed

