
AGREEMENT

-between-

BOARD OF COOPERATIVE EDUCATIONAL SERVICES

SOLE SUPERVISORY DISTRICT

GENESEE, LIVINGSTON, STEUBEN, WYOMING COUNTIES

-and-

GENESEE VALLEY SCHOOL RELATED PERSONNEL ASSOCIATIONS

UNIT 1 & UNIT 2

July 1, 2021 – June 30, 2025

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**NOTE: This document is produced for the convenience of the reader.
There are two separate and distinct Units (Unit 1 and Unit 2).**

THIS AGREEMENT is made this ____ day of ____, 2021, 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 Valley School Related Personnel Associations ("ASSOCIATION").

ARTICLE 1

Section 1.01 Recognition

Unit 1: Pursuant to the New York State Public Employees' Fair Employment Act, the District Superintendent recognizes the Association as the exclusive negotiating representative for all salaried: Certified Occupational Therapy Assistants, Licensed Practical Nurses, Physical Therapy Assistants, Registered Nurses, Teaching Assistants, excluding the District Superintendent, all administrative employees, teachers, long term and per diem substitutes, temporary appointments up to and including 90 days, and all others.

Unit 2: Pursuant to the New York State Public Employees' Fair Employment Act, the District Superintendent recognizes the Association as the exclusive negotiating representative for all salaried: Account Clerks, Account Clerk/Typists, AV Equipment Repair Technicians, AV Aides, Building and Grounds Working Foreperson, Building Maintenance Mechanics, Bus Drivers, Caregivers, Cleaners, Clerks, Clerk/Typists, Computer Repair Technicians, Cooks, Couriers, Custodial Workers, Custodians, Data Entry Clerks, Duplicating Machine Operators, Financial Records Control Clerks, Food Service Helpers, Graphic Design Assistants, Groundskeepers, Head Cooks, Head Custodians, Home Visitor, Library Aides, Lifeguards, Network Technician, Network Technician Apprentice, Network Technician Trainee, Outreach Worker, Personal Care Aide (School), Records Inventory Clerks, Senior Account Clerks, Senior Account Clerk/Typists, Senior Caregivers, Senior Clerk, Senior Network Technician, Senior Clerk-Typist, Student Behavioral Assistants, Teacher Aides, and Typists employed by the BOCES, and excluding the positions of District Clerk, District Treasurer, Assistant District Treasurer, Secretary to District Superintendent, Secretaries to Assistant Superintendents, Secretary to Business Official, Secretary to Labor Relations Coordinators, Employee Benefits Clerk, General Business Office Clerks, Superintendent of Buildings and Grounds, Supervisors, Per Diem substitutes, temporary appointments up to and including 90 days and all others.

ARTICLE 2

Section 2.01 Association Membership

It is understood and agreed that unit members have the right to join or not to join the Association and that membership in the Association is not and shall not be a condition or prerequisite for the employment or continuation of employment of any employee.

Section 2.02 Use of Facilities

The BOCES will permit use of school buildings for Association meetings upon reasonable notice. No meetings will be held during regular school hours.

Section 2.03 NYSUT/NYSTRS Delegates

Provided prior written approval has been obtained from the District Superintendent or his/her designee, no deduction from salary shall be made because of attendance by voting delegates at the meeting of the New York State Employees' Retirement system, the New York State Teachers' Retirement system, or the annual meeting of the Representative's Assembly of the New York State United Teachers. Delegates will be responsible for any and all travel expenses. (For example, travel, parking, meals, lodging, etc.).

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 (at \$.25 per page), shall be paid by the party making the request.

ARTICLE 4

Section 4.01 Distribution of Agreement

This agreement shall be made available to all unit members 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 of Payroll

All unit members hired with an effective date on or after July 1, 2013, will select a financial institution approved by the BOCES for direct payroll deposit. Exceptions may be made at the BOCES's discretion in the event of compelling circumstances preventing such an employee from utilizing direct deposit. For all unit members hired with an effective date before July 1, 2013, direct deposit shall be made available at the employee's option at a BOCES approved financial institution. The Payroll Clerk maintains a list of BOCES approved financial institutions.

Section 5.03 Deferred Plans

The BOCES agrees to deduct from the pay of each eligible unit member filing a written authorization designated sums for the BOCES's 403(b) plan. The BOCES's 403(b) plan shall be operated in accordance with the applicable 403(b) Plan Document, which Plan Document the BOCES may amend from time to time at its sole discretion. In the event that this collective bargaining agreement should ever conflict with any provision of law or the 403(b) plan document, then the law or the plan document prevails.

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 unit member 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 Definition of Full-Time

This Section defines full-time employment for the purpose of determining benefit entitlement under Section 6.07 below.

Unit 1:

- a. A full-time C.O.T.A. or P.T.A. works 32.5 hours or more per five-day workweek for ten (10) months (September through June).
- b. A full-time L.P.N. or Registered Nurse works 32.5 hours or more per five-day workweek for ten (10) months (September through June).
- c. A full-time Teaching Assistant works 32.5 hours or more per five-day workweek

for ten (10) months (September through June).

Unit 2:

Section 1 - Clerical

A full-time member of the clerical staff is one who works a minimum of 35 hours per week for ten or more months.

Section 2 - Operations and Maintenance/Technical Staff

A full-time member of the operations and maintenance or technical staff is one who works 40 hours per week on a twelve-month basis.

Section 3 - Teacher Aide/Interpreter Staff

A full-time member of the teacher aide or interpreter staff is one who works 32.5 or more hours during a five-day work week on a 10-month basis (September-June).

Section 4 - Bus Driver

A full-time bus driver is one who works 32.5 hours or more per week for ten or more months.

Section 5 – Head Cook/Cook/Food Service Helper

A full-time cook/food service helper is one who works 35 or more hours per week for ten or more months.

Section 6.02 Winter, Spring and Summer Hours

- a. During winter, spring and summer recess the starting and/or ending times may be adjusted with the approval of the unit member's immediate supervisor if workload permits and a unit member so wishes. Compensation will be paid for actual hours worked.
- b. No 10-month unit member will be expected to remain in school after students depart on the last day prior to a holiday, providing that all assigned duties are completed.

Section 6.03 Shortened Work Days

The District Superintendent may from time to time shorten the workday - at his sole, non-precedent-setting, discretion. For example, he may choose to allow an "early out" on the Friday before a holiday. When and if this occurs, it shall not reduce the hours for which unit members are compensated.

Section 6.04 Unpaid Duty Free Meal Time

- a. Full-time unit members receive a 30 minute, duty free, unpaid meal time. Meal time does not count as hours worked for the purpose of determining full-time status under Section 6.01.
- b. One Registered Nurse (RN) per school building is eligible for an annual stipend for

volunteering to be on call during his/her unpaid lunchtime to serve students in case a student needs or seeks nursing assistance. Upon immediate supervisors' approval, the RN will receive a June payroll stipend check (full or pro-rated) as depicted in the chart:

<u>Year</u>	<u>Stipend</u>
2021 - 2022	\$1,100
2022 - 2023	\$1,100
2023 - 2024	\$1,100
2024 - 2025	\$1,100

Section 6.05 Minimum Starting Hourly Rates

Unit 1:

<u>Position</u>	
COTA/PTAs	20.87
Licensed Practical Nurses	15.53
Registered Nurses	18.76
Teaching Assistants	13.20

Section 6.06 Minimum Starting Hourly Rate continued

Unit 2:

Position

Account Clerks	12.50	Head Cooks	12.50
Account Clerk/Typists	12.50	Head Custodians	12.50
A/V Aides	12.50	Home Visitor	13.69
A/V Equip Repair Techs	12.50	Network Technician Apprentice	12.50
Bldg. Maint. Mechs	14.09	Network Technician	12.99
Graphic Design Assistant	14.00	Network Technician Trainee	12.98
Bldgs. & Grnds. Working Forepersons	16.00	Outreach Worker	16.59
Bus Drivers	12.50	Personal Care Aides (School)	12.50
Caregivers	12.50	Records Inventory Clerks	12.50
Clerks	12.50	Senior Acct Clerks	13.31
Clerk/Typists	12.50	Senior Acct Clerk/Typists	13.31
Computer Repair Technicians	12.50	Senior Clerk	12.99
Cooks	12.50	Senior Clerk/Typists	12.99
Couriers	12.50	Lifeguard	12.50
Custodial Workers	12.50	Senior Caregivers	13.92
Custodians	12.50	Senior Network Technician	15.70
Data Entry Clerks	12.50	Senior Typists	12.70
Duplicating Machine Operators	12.50	Student Behavioral Assistant	12.50
Financial Records Control Clerks	13.31	Teacher Aides	12.50
Food Service Helpers	12.50	Typists	12.50
Graphic Design Assistant	14.00		
Groundskeepers	12.50		
Lifeguards	12.50		

* Rates for new positions and hires will be established by the Board of Education.

* No existing staff will make less than these minimum rates.

Section 6.07 Calculation of Estimated Annual Wage

Calculation of an estimated annual wage is based upon the hourly rate times the

hours per day times the expected number of paid days in the fiscal year. For 10-month unit members, the expected number of paid days in a fiscal year is 189. For 12-month unit members, the expected number of paid days in a fiscal year is 260. Final adjustments to exact number of days will take place during the last payroll in June.

Section 6.08 Increases

<u>Year</u>	<u>Wage Increases</u>
2021 - 2022	\$1,500 per employee
2022 - 2023	3.2%
2023 - 2024	3.15%
2024 - 2025	3.1%

Unit members hired on or before February 1st (in any fiscal year) will be entitled to 100% of the upcoming year wage increase. Unit members hired after February 1st (in any fiscal year) will not be eligible for a wage increase in the upcoming year.

Section 6.09 Part-Time and Temporary Employees/Benefits

Employees in positions represented by units 1 or 2 who work less than one-half (.5 FTE) of the full-time hours per week as specified in Section 6.01 are not salaried, not represented by either Association (units 1 or unit 2), and are paid only for such hours as are worked. Such employees do not earn vacation time, paid lunch, leave time of any form, nor are they entitled to health insurance benefits. Benefits required by statute are granted, e.g. Workers' Compensation Insurance coverage.

Part-time unit members who work one half (.50 FTE) or more of the full time hours per week as specified in Section 6.01 shall be entitled to contractual benefits and leave time on a pro-rated basis unless otherwise provided in this Agreement.

Section 6.10 Overtime

Recognizing the substantial public interest in the prompt and efficient delivery of services to the District's students and other constituents, unit members shall work overtime upon request and acceptance. The BOCES shall use its best efforts to notify unit members required to work overtime as far in advance as possible of their regular quitting time to allow them to make proper preparations. Unit members shall be paid for hours actually worked in excess of forty (40) hours in any workweek at one and one-half times their regular rate, as that term is defined by federal law. Unit members may not elect compensatory time off in lieu of overtime pay. No unit member shall work overtime unless expressly authorized by the District Superintendent or his/her designee.

If a unit member works on a legal holiday or on the weekend coinciding with a legal holiday and/or snow days, the unit member shall be paid at one and one-half (1.5) times their regular rate.

Section 6.11 Longevity Awards

- a. Longevity Awards to all members of the unit:
 - Bonus of \$300 after 5 years
 - Bonus of \$450 after 10 years
 - Bonus of \$575 after 15 years
 - Bonus of \$725 after 20 years
 - Bonus of \$875 after 25 years
 - Bonus of \$1,025 after 30 years
 - Bonus of \$1,175 after 35 years
- b. The award will be distributed in one lump sum payment during a regular pay period. The BOCES will automatically calculate when the longevity award is due based upon accumulated paid days from a unit member's hire date. Unpaid leaves delay the anniversary date on which longevity awards are earned and paid. In the event that an error occurs, this section is not subject to grievance procedures.
- c. On the July 1st next following the payment of a longevity award, the sum awarded (from paragraph "a," above) shall, in addition to being paid in a lump sum, also be added to the recipient's base salary. For example, if a unit member received a longevity award in March 2022 in the amount of \$300, then \$300 would also be added to that member's base salary beginning with the 2022-2023 school year and continuing in that unit member's base salary permanently thereafter. Longevity awards paid in the 2020-2021 school year (ie, under the terms of the predecessor to this agreement) shall be subject to the terms of this paragraph; meaning, they too shall be added to the recipient unit members' base salary, beginning with the 2021-2022 school year (and continuing permanently thereafter). This paragraph (c) sunsets such that the 2024-2025 school year shall be the last year that longevity payments made (during the prior school year) will be added to base salary. However, longevity payments added to base salary in 2024-2025 and before pursuant to this paragraph (c) shall nonetheless remain in base salary permanently. The percentage salary increases for 2022-2023, 2023-2024 and 2024-2025 shall be applied **after** the additions to base salary provide for in this section (c).

Section 6.12 Call-Ins for Security Alarm and Computer System

Any unit member called in because of the security alarm system or the computer monitoring system will be paid from time of call until he/she has returned home plus mileage. The minimum amount paid is two hours.

Section 6.13 Shift Differential

The BOCES agrees to pay an additional shift differential of \$.45 per hour for unit members whose shift extends beyond 9:00 p.m.

Section 6.14 College Tuition Reimbursement

Tuition reimbursement shall be subject to the terms of Board Policy 5212. The Genesee Valley BOCES will reimburse the unit member for collegiate and graduate hours

which are pre-approved by the District Superintendent or his/her designee at the actual tuition rate paid or the SUNY tuition rate, whichever is less, 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 reimbursable tuition rate plus 20% addition.

Should a unit member require student teaching to obtain teacher certification, the unit member may request to be excused from work to perform the required student teaching and to be paid at the ordinarily applicable rate of pay during the excused time. The request may apply to student teaching to be done within a BOCES program or at another school. The request must be made in advance of any missed work time. Whether the request is granted, granted in part or denied in full shall be at administration's sole discretion. Administration's determination shall not be grievable.

Section 6.15 Adult and Continuing Education Class Reimbursement

The BOCES will pay a unit member for Adult and Continuing Education classes provided by the BOCES or another BOCES when pre-approved, as to course content and cost, by the District Superintendent or his/her designee. The District Superintendent or his/her designee will grant or deny reimbursement approval at his or her sole discretion. Budgetary conditions and course content (as course content relates to the employee's work) shall be among the appropriate considerations. Payment will be made as a reimbursable employee expense (upon completion of an Employee Claim Voucher) to the extent allowed by law and/or Internal Revenue Code 162.

Section 6.16 Moving Stipend

1. "Packing Work" is labor done:
 - a. For approximately three hours or more,
 - b. Outside of the Association member's contractual working hours,
 - c. 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 or other area for renovations, or
 - iii. Facilitate another purpose approved by the Association member's immediate supervisor.
2. This Section (6.14) will not be interpreted so as to require an Association member to perform Packing Work. Nor shall it be interpreted to diminish the job duties encompassed within the civil service title of any Association member. For example, operations and maintenance employees whose civil service job specifications include packing and moving work may be assigned packing and moving work apart from this agreement and independently of the terms of this Section.
3. The BOCES is not required to utilize Association members to perform Packing Work.
4. Members of the Association and the immediate supervisor may verbally agree that an Association member will perform Packing Work for the stipend established below.

The agreement must precede the work: No stipend will be paid for Packing Work without prior approval.

5. 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.
6. The stipend for Packing Work is \$100.
7. In order to make a claim for Packing Work, the Association member will provide his or her immediate supervisor with a time sheet showing the date, time and place that the work was done. The supervisor is responsible for reviewing the claim and confirming that the employee is entitled to the stipend.

ARTICLE 7

Section 7.01 Holidays

The BOCES will provide twelve (12) month unit members with fourteen (14) paid holidays to be designated annually by the Board of Education. The BOCES will provide ten (10) month employees with eleven (11) paid holidays to be designated annually by the Board of Education. Typical holidays may include:

12-Month

Independence Day
 Labor Day
 Columbus Day
 Veterans' Day
 Thanksgiving (2) Days
 Christmas (2) Days

New Year's Day
 MLK Day
 Presidents' Day
 Good Friday
 Memorial Day
 Juneteenth

10-Month

Columbus Day
 Veterans' Day
 Thanksgiving (2) Days
 Christmas (2) Days
 New Year's Day
 MLK Day
 Presidents' Day
 Good Friday
 Memorial Day

Section 7.02 Vacation (Unit 2 only)

- a. Vacation time is only provided to full-time 12-month Unit 2 employees. Such members shall be granted paid vacation pursuant to this Section.
- b. Up to ten vacation days unused in one year will automatically rollover into the next.
- c. All requests for vacation days must be made by the applicable process. Vacation requests should be made as far in advance as possible and must be approved by the District Superintendent or his/her designee.
- d. For purposes of allotting vacation time, the "1st Fiscal Year of Employment" begins on the first day of work (as an SRP Unit member) and runs through the following June 30th. Vacation time allotted for use in the 1st Year of Employment (or for rollover to the 2nd Year of Employment) is as follows:

<u>Month Appointed</u>	<u>Vacation Allowed</u>
July 1 – August 31	5 days
September 1 – December 31	4 days
January 1 – March 31	3 days
April 1 – June 30	2 day

e. For purposes of allotting vacation time, the "2nd Fiscal Year of Employment" begins on the July 1st following the 1st Fiscal Year of Employment, and runs through the following June 30th. July 1st will continue as the first day of each "Fiscal Year of Employment" thereafter.

f. Vacation time allotted for use in (or rollover from) the 2nd Year of Employment and thereafter is as follows:

<u>Fiscal Year of Employment</u>	<u>Number of Vacation Days Allotted</u>
2 nd	10
3 rd	10
4 th	10
5 th	12
6 th	13
7 th	14
8 th	15
9 th	16
10 th	17
11 th	18
12 th	19
13 th and thereafter	20

g. If a unit member leaves employment midyear (ie, on any date other than June 30th) his or her vacation allotment for that year is pro-rated. If the unit member has used fewer than the pro-rated number of vacation days allotted for that year, and if the unit member gives as least two weeks written notice, then the unit member will have added to final pay the number of vacation days needed to reach the pro-rated allotment. Conversely, if the unit member has used more than the pro-rated number of vacation days available, then the unit member will have deducted from final pay the number of vacation days used in excess of the pro-rated allotment.

h. Vacation buy back: Employees may convert up to 5 days of unused vacation for cash payment as follows:

1. The employee must have an annual allotment of 15 vacation days per year as established above.

2. The employee may submit a written notification to his or her immediate supervisor by May 1st.

ARTICLE 8

Section 8.01 Severance Benefits

a. The BOCES will provide eligible unit members membership in the appropriate state retirement system. Plan 75i will be provided for members of the New York State Employees' Retirement System.

b. A 403(b) non-elective employer contribution shall be made for each unit member who retires in the appropriate New York State Retirement System with at least ten (10) years of consecutive service in the BOCES prior to the retirement date. The

amount of the employer contribution shall be calculated as follows: \$70 times the number of accumulated sick days, up to a maximum of 250 days.

c. Unit members who retire in an appropriate New York State Retirement System may continue to participate in the BOCES health insurance at their own expense, provided that such continued participation is available through the applicable health insurance provider (such as the Genesee Area Healthcare Plan or other health insurance entity).

ARTICLE 9

Section 9.01 Group Health Benefits

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

a. Current unit members will remain in the plan he/she currently has unless the unit member submits a letter to the BOCES's Employee Benefits Clerk by the first day of June annually. The unit member will then complete enrollment forms for the new chosen plan(s) by June 15th. The change will be effective July 1. Unit members must remain in the chosen plan for the fiscal year.

b. Unit members who select "Package 2" or "Package 3" are not required to contribute to the premium cost of their health care package. Paragraphs "c," "d," and "e," apply to unit members who select package 1.

c. Unit members hired prior to July 1, 1997 will contribute the following percentages of the "Package 1" premium costs: 9.0% in 2021-2022; 9.5% in 2022-2023; 10.0% in 2023-2024 and 10.5% in 2024-2025.

d. Unit members hired on July 1, 1997 and before July 1, 2004 will contribute the following percentages of the "Package 1" premium costs: 13.0% in 2021-2022; 13.5% in 2022-2023; 14.0% in 2023-2024 and 14.5% in 2024-2025.

e. Unit members hired July 1, 2004 and thereafter will contribute 15% of the "Package 1" premium cost.

f. Eligible part-time unit members working less than full time will have the BOCES's premium payments prorated by the number of hours worked.

g. Health care packages available are:

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

Available additional options to Package 1:

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

Package 3: Effective July 1, 2021, the Genesee Area Health Plan Incentivized High Deductible (I-HD) – Base Medical and Prescription

- a) BOCES will make HSA seed payments to the employees individually owned HSA account in the amount below. (The payments will be made in two halves; the first on or about July 1st and the second on or about January 1st.)

In the First Year* - \$1,500 for a single plan, \$3,000 family (pro-rated based on start dates after July 1st)

*No employee will ever be deemed to be in the "First Year" of the I-HD Plan more than one time in his or her lifetime, even if that employee left and returned to BOCES employment or left and returned to the I-HD Plan.

After First Year - \$750/year for a single plan, \$1,500 family
Annual seed payments are spread over two payments per year

- b) Available additional options to Package 3:

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

h. Any unit member not electing to participate in a health package will be eligible to participate in the option to medical insurance coverage as specified in Board policy 5312, regulation 5312-1 and form 5312-1. The rate of compensation is one thousand dollars (\$1000) for this option (normal first-time or re-entry filing day by Policy is June– file with Employee Benefits Clerk). This benefit is prorated according to start date, it is paid in the final June payroll, and it is a taxable benefit.

i. The election to "opt out" of medical insurance will continue until such time as the Unit member elects to re-enter the BOCES's medical insurance plan (and is also eligible based upon open enrollment or a qualifying event) or is no longer eligible to receive subsidized medical benefits.

j. Unit members shall have the option to participate in a flexible spending account (Section 125 plan) in accordance with the BOCES plan document. The open enrollment period, as determined by the BOCES, is from September 1 – September 30 annually. The plan year runs from October 1 through September 30.

k. 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) 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.

**ARTICLE 10
GRIEVANCE PROCEDURE**

Section 10.01 Purpose

The establishment and maintenance of a harmonious and cooperative relationship between the Board and its unit members is essential to 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 10.02 Definitions

A grievance is defined as a complaint by a unit member or unit members that there exists an alleged violation or misinterpretation of this agreement.

Unit member shall mean any unit member covered under the terms of this 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 of Schools. 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 10.03 Basic Principles

A 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 unit 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 unit member to discuss the matter informally with any appropriate member of the Administration and having 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 the 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 unit member and the BOCES, but shall not be deemed a public record.

Section 10.04 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 for 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 10.05 Procedures

Step One - Supervisory Officer

A unit member having a grievance should discuss it with his/her 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 Supervisory Officer within the time limit specified in Section 5. 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 unit 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 unit member and the grievance committee.

Step Three - Board of Education

If the Grievance Committee is 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 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.

Step Four - Arbitration

If the Grievance Committee is 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 list shall be mailed to the Board. Such 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 his/her decision not 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 him/her and he/she shall have no authority to add to, subtract, or alter in any way of the provisions of this Agreement.

The arbitrator's written decision will set forth his or her findings of fact, reasoning and conclusions on the issues. The decision of the arbitrator will be final and binding on the parties.

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

ARTICLE 11

Section 11.01 Teaching Assistants/Teacher Aides as Volunteer Substitute Teachers

Unit 1 and Unit 2:

a. At the beginning of each academic year active teaching assistants and teacher aides will be placed on the Board approved substitute teacher list.

b. On days when the teacher is absent, the teaching assistants and aides may volunteer to serve as a step-up substitute teacher. When approved by administration for step-up substitute teaching, teaching assistants and teacher aides will receive an additional compensation for each day of service, upon submission of a payroll timesheet, as follows: \$55/day in 2021-2022 and 2022-2023; \$60/day in 2023-2024 and 2024-2025.

c. At times when the teacher is absent and students are present for continuous periods of two hours or more for parent/teacher conferences, CSE meetings, work-related court appearance, student disciplinary hearings or to fulfill other professional

responsibilities, teaching assistants and teacher aides may volunteer to serve as a substitute teacher during the period of absence at the hourly rate of: the applicable daily rate (from paragraph b, above) divided by 6.5, in addition to their ordinary rate of pay. In these instances, the teacher will document the absence using the applicable absence reporting process. The teaching assistant or teacher aide will complete a corresponding time sheet.

Section 11.02 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, he/she 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 signed, written response. Any response shall be attached to the material and included in the personnel file.

Unit members may view the contents of their personnel file in the presence of the District Superintendent or any administrator or his/her 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 not 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 11.03 Vacancy Postings

a. Posting Vacancies. All BOCES openings which apply to members of the bargaining unit shall be posted for a minimum of five (5) working days to enable present unit members to request a voluntary transfer. Administration will retain the right to approve or not approve the transfer.

b. Transfer. When a position is to be filled, the attempt will be to fill it with the best-qualified applicant. Seniority in the BOCES will be a consideration. The Association recognizes that the qualifications for vacancies will be determined and evaluated by the Administration.

c. Summer Recess Vacancies. Summer work openings shall be posted for a minimum of five (5) working days prior to outside advertisement to enable unit members to apply. Unit members shall have first consideration for summer school openings. The Administration retains the right to select unit members from among all applicants.

Section 11.04 Travel Reimbursement

Any unit member who uses his/her personal vehicle for any BOCES related purpose for any approved occasion shall be compensated for such use at the IRS rate. Any subsequent change in this rate shall be implemented immediately as soon as it is

known; however, no retroactive increase shall be implemented.

Section 11.05 Reduction in Force

a. The BOCES shall follow seniority rules as outlined by Civil Service Law for competitive class unit members and Education Law for unclassified unit members. For unit members not covered in the above laws, length of service in position shall be used when determining reductions in force by job classification.

b. For purposes of calculating teacher aide seniority, seniority is awarded based upon service spent in one of these separate and distinct seniority categories: (1) Each Career & Technical course or cluster comprises a separate seniority category; (2) Alternative Education and Special Education together comprise one single seniority category. The Career and Technical courses and/or clusters are found in Commissioner's Regulations 80-2.5. In the event of a dispute, the BOCES's determination of seniority categories under this subsection (11.05(b)) shall be final, provided that it has any rational basis.

c. **Teacher Aides Assigned To In-School-Suspension:** When paid exclusively out of a Career and Technical Education Budget, the seniority category of any Teacher Aide assigned to in-school-suspension shall be, "ISS Aide." ISS Aide is a separate seniority category, just as each Career & Technical course or cluster is a separate seniority category under (b)1 above. When paid in whole or in part out of an Alternative Education and/or a Special Education budget, the seniority category of any Teacher Aide assigned to in-school-suspension shall be the single Alternative Education/Special Education cluster established in (b)2 above.

Section 11.06 Snow and Emergency Closings

a. Unit members are eligible to use up to (5) non-cumulative "no deduct" days per fiscal year. The five (5) no deduct days are to be used in the event that the BOCES is closed. Once all five (5) "no deduct" days are used, the Board may choose to amend the work-year calendar by adding workdays for additional closings days. With respect to any additional closing day for which the Board does not add an additional workday, the unit member may choose to either use a personal or vacation day; or go unpaid. (For this section the term the "BOCES" means a unit member's normal work site.

b. Unit members who are required to report to work when the BOCES is closed shall receive appropriate additional compensation.

c. When the BOCES is open and a unit member cannot report due to inclement weather a unit member may use a personal or vacation day.

Section 11.07 Teacher Aides Becoming Teaching Assistants (Unit 2 Only)

a. Teacher Aides that provide evidence of an Associate Degree or higher from an accredited college are eligible, subject to administrative and Board approval, for re-classification as a Teaching Assistant.

b. Requests for re-classification are submitted to a Unit member's immediate

supervisor.

c. The BOCES Administration and the appropriate Unit representative will mutually agree upon any salary adjustment, at the time of re-classification. In determining a pay adjustment, these items will be considered: A Unit member's years of service, level of performance and current hourly rate. These are then compared to existing Teaching Assistant hourly rates.

d. The BOCES may fill Teaching Assistants positions by the appointment of a new employee (not just by the promotion of a Teacher Aide). However, the Associate Degrees (or higher) requirement still applies.

Section 11.08 No Strike

The Association agrees that it will not cause, condone, sanction or participate in any strike, walkout, slowdown or work stoppage.

The Association further agrees that it will not impose an obligation upon any individual or group of individuals to cause, condone, sanction or participate in any strike, walkout, slowdown or work stoppage.

Section 11.09 Evaluation

Unit 1:

a. At least one evaluation of each unit member shall be conducted annually by the unit member's immediate supervisor. The evaluation will be placed in the unit member's personnel file or supplemental C.I.P. file following a discussion of the evaluation by the unit member and his/her immediate supervisor. The discussion shall take place within five (5) workdays of the evaluation unless otherwise agreed. The unit member will sign the evaluation indicating that he/she has read the report and that it has been discussed. The unit member shall have the right to attach his/her written response to each evaluation report.

b. The Continuous Improvement Plan (CIP) 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.

c. An annual formal observation may be conducted for teaching assistants at the discretion of the immediate supervisor.

Unit 2:

a. At least one evaluation of each unit member shall be conducted annually by the unit member's immediate supervisor. The evaluation will be placed in the unit member's personnel file or supplemental C.I.P. file following a discussion of the evaluation by the unit member and his/her immediate supervisor. The discussion shall take place within five (5) workdays of the evaluation unless otherwise agreed. The unit member will sign the evaluation indicating that he/she has read the report and that it has

been discussed. The unit member shall have the right to attach his/her written response to each evaluation report.

b. The Continuous Improvement Plan (CIP) 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.

c. An annual formal observation may be conducted for teacher aides at the discretion of the immediate supervisor.

d. A Unit 2 member and his or her supervisor may agree to use the abbreviated evaluation form attached to this collective bargaining agreement as "Attachment A," instead of the full CIP process.

Section 11.10 Uniforms

The BOCES will provide Operations and Maintenance employees with a \$125/per school year boot allowance, and a minimum of two new work shirts per school year. Employees who begin employment after February 1st will receive the boot allowance and shirts only once in the period of time beginning with the partial school year (from date of hire through the following June 30th) and continuing through the next full school year.

Section 11.11 Off-Hour Court Appearances

Unit members will receive their hourly rate of pay for work-required court attendance. The Unit member's supervisor will be notified in advance and will make the final determination if it is work related.

Section 11.12 Absence from work without reason (Units 1 and 2)

Any Unit 1 or Unit 2 member not covered under Section 75 or 3020-a who is absent from his/her work assignment without reason and notification to his/her immediate supervisor for five (5) work days shall be considered to have resigned his/her position effective after the fifth day of such absence.

Section 11.13 Licenses

If required by the BOCES, Unit members will be reimbursed for the following:

- a. Bus Driver License
- b. Commercial Driver's License
- c. Pesticide Certification
- d. Notary Public.
- e. Other licenses at discretion of Administration

ARTICLE 12

Section 12.01 Personal and Property Damage

Should any unit member, through no fault of his/her own, suffer a physical assault upon his/her person while acting in the course of and during his/her employment, the unit member shall be reimbursed for loss or damage to his/her property resulting from the assault. To be entitled to reimbursement the unit member must submit acceptable proof of the loss or damage, including the monetary 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 or criminal investigation of the incident.

ARTICLE 13

13.01 Sick Leave

This Section (13.01) shall not limit the BOCES's authority to act under the Family and Medical Leave Act. Nor shall it alter the consequences of a unit member failing or refusing to abide by the requirements of the FMLA.

a. Sick days for personal illness and family illness as specified in subsection (c) shall be earned at the rate of one (1) day for each month of employment. Sick days are credited in advance each year in September for ten (10) month and in July for twelve (12) month, except that new unit members shall receive advanced pro-rated credit based upon the start date. Unit members who commence work after the 15th will receive the advanced credit on the first day of the following month. A unit member who terminates for any reason who has utilized more sick days than actually earned will have the excess deducted from his/her final pay, or will be otherwise required to reimburse the BOCES. Unit members shall be allowed to accumulate sick days to a maximum of 250 days.

b. A written medical excuse may be requested from the employee's health care provider for absences due to personal illness of five (5) or more consecutive working days, or if a pattern of absenteeism occurs. A maximum of five (5) days of sick leave per year may be used for sickness in the immediate family where the presence of the unit member is required. Immediate family is defined as husband, wife, son, daughter, father, mother, mother-in-law, father-in-law, or other member of the unit member's household.

c. Return From Sick Leave:

Provided that the BOCES provides the unit member with reasonable advanced notice:

a. The BOCES may require: i) fitness-for-duty-certification from the employee's health care provider as a condition of returning from a leave of absence of five (5) or more consecutive working days, and/or ii) fitness for duty verification, at the BOCES expense, from a health care provider selected by BOCES.

b. If a unit member is required to provide a fitness-for-duty certification to be restored to work, the BOCES may deny the unit member 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 a unit member becomes able to return to work prior to the end of an approved leave, he or she 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 13.02 Sick Leave Bank

The BOCES will have a sick leave bank for all unit members working 1.0 FTE for at least three (3) years of a regular employment schedule as defined in section 6.01:

1. The purpose of this bank is to protect participants who have an extended illness. An extended illness shall be defined as an illness when the unit member is absent for verifiable medical reasons for a minimum of 20 consecutive workdays.

2. A Committee of four will determine eligibility for use of the bank with two members chosen by the Association, and two members chosen by the BOCES. A majority vote is required in all decisions.

3. The Committee will review the request for use of the sick bank days within 15 calendar days of the receipt of the original request, provided however that if the FMLA applies, the sick bank request will not be considered until the applicant has complied with all requirements under the FMLA.

4. The sick leave bank may not be used for a staff member on an unpaid leave of absence. To avoid double dipping, Sick Bank Days may not be applied to the dates of any absence for which the unit member has received or will receive compensation, partial or whole, from any other source, such as workers compensation or disability insurance.

5. All decisions of the joint Committee are final and non-reviewable by the Association or the BOCES.

6. The maximum number of days which may be withdrawn from the bank in any one year is 250, even if the bank might at some time be funded with a larger number of days.

7. 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 his/her two days to the Bank. All unused days will be carried into the next year. If the Bank is below 250 days at the beginning of any of the years covered by this Section, the Board will contribute the number of days necessary to bring the bank up to 250 days. If unit member contributions bring the Bank above 250 days, the Board's contribution will be decreased by the number needed to return the Bank to 250.

8. A unit member may apply to the Committee for use of the sick bank after being absent 20 consecutive workdays and only after the unit member has exhausted all their paid leave time including vacation time. Under no circumstances shall a unit member draw from the sick bank during the first 20 consecutive workdays of illness.

Eligibility to draw from the sick bank may commence on the 21st day of the illness as determined by the Committee. The unit member shall submit documentation from his/her physician for the reason for the extended illness. The Committee reserves the right to request a physical examination by the BOCES physician at the BOCES's expense.

9. Each unit member who applies to the sick bank will be eligible to receive up to 20 days paid leave from the bank per single illness upon review by the Committee. The initial request for sick bank use may be extended twice to a maximum of 60 days per year per unit member upon review by the Committee with verifiable medical documentation.

10. Under no circumstances shall a unit member be granted more than 60 sick days per school year (July 1 - June 30) for any single illness which may carry over into the next school year.

11. The sick bank's pool of 250 days is shared with Unit 2 through a separate Memorandum of Understanding. If that agreement ends then the number of sick days in the pool becomes negotiable.

Section 13.03 Bereavement Leave

a. A maximum of three (3) days without loss of pay for each incident will be allowed for absence due to death in the immediate family. For purposes of this provision, immediate family shall include: husband, wife, same sex committed partner, children, father, mother, step parent, brothers, sisters, grandchildren, grandfather, grandmother, father-in-law, mother-in-law, sister-in-law, son-in-law, daughter-in-law, brother-in-law or any other member living in the unit member's household.

b. These days are non-cumulative and will not be charged against sick leave. The District Superintendent may, at his/her discretion, grant additional days in the event of the death of a unit member's spouse, father, mother or children.

c. At the discretion of the District Superintendent, additional time without loss of pay may be allowed to attend the funeral of any family member not defined above or any other person occupying a close familial relationship. Individual decisions of the District Superintendent pursuant to this section are not subject to the contractual grievance procedure.

d. Additional bereavement leave granted under paragraphs 13.03(b) or 13.03(c) will be drawn from the unit member's sick, personal or vacation leave time accruals, at the District Superintendent's discretion.

Section 13.04 Personal Leave

All unit members may use three (3) working days per year at no loss of pay and no deduction from sick leave for personal use. Unless there are unforeseen emergency circumstances, requests for personal leave are to be made at least twenty-four hours in advance, in writing, to the immediate supervisor who will then make a recommendation to the District Superintendent or designee. The reasons for personal leave need not be disclosed. Personal leave may be taken only for personal obligations which cannot be scheduled outside of normal working hours and is not to be used for recreation or to

extend holidays or vacation. Personal leave is not to be charged against sick leave. Unused personal days will be added to the accumulated sick days annually.

Section 13.05 Cancer Screening

Salaried unit members are entitled to up to four hours per year of paid leave for a cancer screening. Leave for such screenings will not be deducted from sick, personal or vacation leave. Notification will be made by the applicable process as far in advance as possible, and not less than three days prior to the date of the appointment. In the event of a conflict between this paragraph and the law, the law shall prevail.

Section 13.06 Child Rearing Leave

a. An unpaid child-rearing leave following the birth or adoption of a child will be granted upon the request of the unit member. Such request will be made in writing at least thirty (30) days in advance of the date the leave is to begin, except in case of documented emergency or documented time constraints with an adoption.

b. An unpaid leave of absence under this section shall not exceed one (1) year. However, the Board of Education may extend such leave in multiples of one (1) semester to a maximum of two years.

c. The unit member will return from leave at the beginning of the semester unless otherwise agreed to by the Board at the commencement of the leave. The unit member must confirm that return in writing at least thirty (30) days prior to the date of the return.

d. Application to return early from leave may be made in writing to the District Superintendent at least forty (40) days prior to the requested early return date. If there is an available position and the District Superintendent determines that it is in the best interest of the BOCES to permit the early return, the unit member will be permitted to return.

e. Time spent on unpaid leave shall not count toward seniority, salary or fringe benefits.

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

Section 13.07 Jury Duty

a. A unit member called for jury duty will immediately notify his or her 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 importance of the unit member's presence during the school year.

b. Unit members required for jury duty during hours that actually conflict with his

or her regularly scheduled workday shall receive his or her regular salary. Even in the absence of an actual conflict, the BOCES may, at its sole and non-grievable discretion, relieve a unit member from work at no loss of pay if jury service falls on a scheduled work day. (For example, a unit member may be relieved of evening hours for daytime jury service.) 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, JTPA, etc., shall be compensated at his/her regular summer school rate for any dates of jury duty service.

c. The unit member must submit to the Employee Benefits Clerk or other designated administrative BOCES employee, documentation showing the amount he/she has received for jury duty, less amounts received for travel expenses, meals, etc. The unit member will then pay the BOCES the amount received for jury duty, if any, excluding amounts received for travel expenses, meals, etc. The regular payroll check will be given to the unit member, uninterrupted during this period.

d. If excused from jury duty during the time he or she would otherwise be scheduled to work, the unit member must report to work, if possible.

Section 13.08 Military Leave

Unit members shall be entitled to military leave as provided in the New York Military Law. Any unit member directed to report military, National Guard or active reserve duty shall immediately notify the unit member's 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 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 13.09 Unpaid Leave

Unpaid leave of absence may be granted by the BOCES Board upon the recommendation of the District Superintendent. When possible, a letter or 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 his/her discretion, waive the 30-day advance notice requirement.

For leaves of forty-five (45) or more calendar days 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, salary rights or fringe benefits shall accrue while a unit member is on such leave, except as otherwise provided by law.

Section 13.10 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 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, subject to the employee's compliance with all employee obligations under the FMLA (such as leave notice and medical documentation). This paragraph (b) is non-grievable and shall sunset and therefore cease to have any force or effect on June 30, 2025.

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, he or she 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, his or her 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. This paragraph (c) shall sunset and therefore cease to have any force or effect on June 30, 2025.

Section 13.11 Workers' Compensation

Whenever a unit member is necessarily absent from duty because of occupational injury or disease, as defined the Workers' Compensation Law, full pay shall be allowed to him/her under the BOCES plan for sick leave pay, provided the unit member is entitled to such sick leave pay at the time of such absence. When the unit member's case has been adjudicated by the Workers' Compensation Board, and an award has been granted covering the time of his/her absence from employment because of such injury, such compensation shall be credited and paid directly to the BOCES for those days which the unit member received full pay allowance from the BOCES under the sick leave plan. Upon receipt of such compensation award, the BOCES will re-credit the unit member's sick leave time in the same proportion as the compensation award bears to the sick leave pay received by the unit member. When a unit member is injured or becomes ill as a result of compensated employment other than by the BOCES, the provisions of these rules are not applicable.

Section 13.12 Association Leave

The BOCES agrees to provide up to five (5) days of leave time per year for the Association Co-President of each Unit or his/her designee in order to conduct the Association's business.

Section 13.13 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 his or her annual leave accruals until after returning to payroll.

ARTICLE 14

Section 14.01 Complete Agreement

The BOCES and the Associations 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.

Neither party shall be obligated for the duration of this agreement 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 15

Section 15.01 Savings Clause

If any provision of this Agreement is or shall be at any time contrary to law or the ruling of the Courts or 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 16

Section 16.01 Duration

THIS AGREEMENT shall become effective on the date of ratification, unless otherwise set forth herein, and continue in full force and effect until midnight June 30, **2025**, and from year to year thereafter, unless during the period of January 15th to February 15th prior to any expiration date, either party submits written notification of intent to open negotiations on a successor agreement.

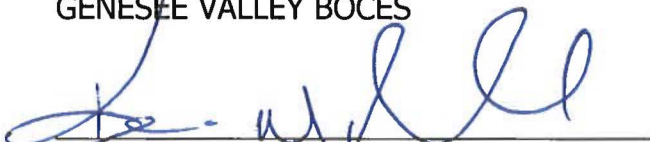
Section 16.02 Legislative Proviso

Unit 1:

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

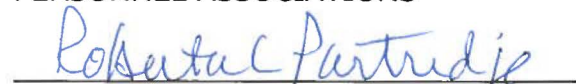
IN WITNESS WHEREOF the parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the 23 day of June, 2021.

GENESEE VALLEY BOCES




Kevin MacDonald, District Superintendent

GENESEE VALLEY SCHOOL RELATED
PERSONNEL ASSOCIATIONS



Roberta Partridge, Assoc. Co-President

GENESEE VALLEY SCHOOL RELATED
PERSONNEL ASSOCIATIONS



Crystal Geitner, Assoc. Co-President

Smm/contracts/Srp/Srp21to25(6.17.21)

Name: _____

Date: _____

Department: _____

Location: _____

Job Title: _____

Mark Ratings:
 (E) Excellent: Superior/Outstanding
 (S) Satisfactory: Acceptable/Meets Expectations
 (N) Needs Improvement: Must Show Growth
 (N/A) Not Applicable
 *Any marked as Needs Improvement must be addressed with a supervisor's comment.

Areas of Professional Competence	Rating	Comments: Please describe how the following individual performs in the following areas of professional competence	
		Supervisor's Comments	Supervisee's Comments
1. Work Related Skills			
Quality of Work (<i>Accuracy; Satisfactory amount of work completed</i>)			
Knowledge of Necessary Skills (<i>Ability to perform required tasks; to use necessary equipment; use of technology</i>)			
Work Habits (<i>Attendance; Punctuality; Dependability; Organizational Skills</i>)			
Initiatives (<i>Ability to work with a minimum amount of supervision; Resourcefulness; Flexibility; Creativity</i>)			
2. Communication Skills			
Attitude (<i>Ability to accept constructive criticism; is supportive of the BOCES's mission and vision</i>)			
Adaptability (<i>Works well under pressure; Responds well to problem situations</i>)			
Courtesy (<i>Maintains self-control; Friendly; Discreet; Polite; Tactful</i>)			
Cooperation (<i>Willingness to work as a part of a team</i>)			
Public Relations (<i>Deals effectively and politely with everyone in person and on the telephone; adheres to rules of CONFIDENTIALITY</i>)			

Summary: _____

Recommendations: _____

I certify that my Supervisor and I have agreed to use this evaluation instrument instead of the full CIP process; that I have received a copy of the appraisal; that I have been provided with an opportunity to discuss this appraisal with the Appraiser; and that I may submit a response of clarification to the appraisal, which will be attached to this form.

Employee Signature: _____

Date: _____

Supervisor Signature: _____

Date: _____

Admin/SMM/BOCES/SrpDraft21to24(5.11.21)