

CLASSIFIED EMPLOYEES Agreement



**BOCES Educational Support Personnel Association
and the District Superintendent of the
Board of Cooperative Educational Services (BOCES)
of the sole Supervisory District of
Cattaraugus-Allegany-Erie-Wyoming Counties**

2021 – 2024

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TIME LIMITS / DATES

24 hours	Advance notice to request a personal day
1 day	Notice to use an association day
2 days	Advance notice to review personnel file
1 week	Notice to participate in union conference
1 week	Written notice to request vacation
30 days	Time to file a grievance
3 months	Notice of intent to retire

February 1	Employee list provided to BESP
July 1	Final date for 10-month employees to elect 21/25 or 22/26 Payment Plan
October 1	Employee list provided to BESP
October 15	Salary notices issued

TEACHER AIDES

June 30	Last day for Teacher Aides to request Transfer
July 15	Teacher Aide Available Options List mailed
July 30	Last day for Teacher Aides to return preference for Available Options
August 20	Teacher Aide Assignments mailed

ARTICLE NO. 1 - RECOGNITION

Section 1: The Board of Cooperative Educational Services (“BOCES”) recognizes the BOCES Educational Support Personnel Association (“BESPA”) as the sole and exclusive representative for all noninstructional employees covered under the Collective Bargaining Unit as set forth in Appendix C for the purpose of collective negotiations to determine wages, terms and conditions of employment, processing and settling of grievances, and administration of terms and conditions of employment contained in the Agreement as well as for all other matters affecting the terms and conditions of employment of the aforementioned employees. BESPA shall have sole and exclusive representative rights for the term of this Agreement as allowed by law.

Section 2: BESPA affirms that it does not assert the right to strike against BOCES nor shall it cause, instigate, condone or encourage a strike for the term of this Agreement.

Section 3: BOCES agrees that it will not lock out any employee or group of employees covered under this Agreement.

ARTICLE NO. 2 - COLLECTIVE BARGAINING UNIT

BOCES recognizes BESPA as the exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other terms and conditions of employment as set forth in Article No. 1 for all of its unit employees which were found to be a part of the Collective Bargaining Unit pursuant to Case No. C-3594 of the Public Employment Relations Board of the State of New York. The unit is composed of the positions identified in Appendix C.

ARTICLE NO. 3 - RIGHTS OF THE EMPLOYER

Except as otherwise specifically provided in this Agreement, BOCES shall have the customary and usual rights, powers and functions to direct the employees, to hire, promote, suspend and to take disciplinary action and to otherwise take whatever actions are necessary to carry out the mission of BOCES pursuant to existing practices unless altered by this Agreement.

ARTICLE NO. 4 - DUES, CHECKOFF & PAYROLL DEDUCTIONS

Section 1: Dues Deductions

BOCES will make one (1) deduction each pay period for BESPA dues from the wages of those employees who have filed signed, authorization forms, with the Business Office. Not later than September 1st of each fiscal year, BESPA shall certify in writing to the Board office the amount of any change in BESPA dues for that fiscal year.

Section 2: Other Payroll Deductions

BOCES agrees to deduct, upon proper written authorization from an employee, up to five (5) other elective deductions from the wages of the employee and to remit such deductions to the proper agency as designated by the employee. With the exception of Section 1 of this Article, BOCES will not entertain any payroll deductions unless ten (10) or more employees elect the same agency for payroll deductions. These deductions shall be exclusive of and in addition to the deductions made by BOCES for Association dues.

ARTICLE NO. 5 - EMPLOYEE LISTS/JOB DESCRIPTION/BOARD MINUTES/BOARD POLICIES

Section 1: Employee Lists

- A. BOCES agrees to provide the BESPAs Unit President and Membership Officer twice a fiscal year on October 1st and February 1st a complete list of all non-teaching employees of BOCES and unit sick bank usage. Such list shall contain the name, home address, work locations and position or title of the employees, the date of hire, and salary.
- B. BOCES agrees to provide the BESPAs Unit President and Membership Officer the name, home address, salary, supervisor, and position or title of all newly hired, promoted, separated or personal leave members of the bargaining unit on a monthly basis.
- C. BOCES agrees to provide to the BESPAs Unit President, Membership Officer and Treasurer a list of employees and dues deductions for each pay period.

Section 2: Job Descriptions

1. Job descriptions shall be given to all bargaining unit members and to all new employees when hired by BOCES. The description will include at a minimum the following:
 - Job title and description
 - Minimum qualifications
 - A general statement of required tasks and responsibilities
 - Position/Title of immediate supervisor

The new employee also will be notified of his/her probationary period at the time of hire.

2. BOCES will provide the BESPAs Unit President with a binder of job titles/job descriptions and with updated titles and descriptions as they occur.

Section 3: Board Minutes

BOCES will make available in electronic format copies of the Board meeting agenda to the BESPAs President at the same time they are sent to the Board members. Likewise copies of the

Board minutes will be made available in electronic format to the BESPAs President following the Board meetings.

Section 4: Board Policies

BOCES will furnish the BESPAs access to the current Board Policy Manual and provide the BESPAs with periodic updates as Board policy is amended.

ARTICLE NO. 6 - DEFINITIONS OF EMPLOYEES

For purposes of this Agreement, the following definitions shall apply:

Full-time 12 Month Employee - an employee who is scheduled to work at least thirty (30) hours per week but not more than thirty-seven and one half (37½) hours per week.

Full-time 10 Month Employee - an employee who is scheduled to work at least twenty (20) hours per week, excluding unpaid break periods.

Part-time 10 month Employee (pro-rated benefits) - an employee who is scheduled to work less than twenty (20) hours per week, excluding unpaid break periods.

Part-time 12 month Employee (pro-rated benefits) - an employee who is scheduled to work less than thirty (30) hours per week, excluding unpaid break periods.

Temporary - an employee who is employed for a fixed duration of less than twenty-six (26) consecutive weeks.

Seasonal – non-bargaining unit employees hired during the summer months or other period of short duration for a specific purpose.

Probationary Appointment – eligible individuals newly appointed to a position receive a probationary appointment to a position for a period of time as defined by Civil Service Law.

Provisional Appointment – appointment of individual to competitive class position when there is no eligible list available, either because an examination has not been given, the eligible list has expired, or the existing list has fewer than three (3) names.

ARTICLE NO. 7 - VACANCIES/REASSIGNMENTS/PROMOTIONS

Section 1: Job Posting

- A. **Vacancies** – If BOCES decides to fill a vacancy/stipend or to establish a new unit position, BOCES shall post a notice of the vacancy or new position within thirty (30)

days. This notice shall list the job title, pay range, minimum qualifications, work location, unit identification, immediate supervisor, hours of work (if includes Saturdays or evenings), the date by which applications must be submitted in order to be considered (within ten (10) days from the posting date), and whether the position is competitive or noncompetitive. The notice shall remain posted on BOCES-provided Association bulletin boards at the three (3) centers for at least five (5) consecutive workdays prior to the last date of application. Copies of the notice shall be sent to designated unit representatives identified by the Union President. A copy of the notice shall be sent to the BESPAPresident on the first day of the posting and also shall be posted on the BOCES website.

- B. **Summer Employment** – Opportunities for summer employment for 10-month employees shall be posted in-house in a similar manner starting in February. BOCES staff will be given first consideration for these positions until mid-March or such other date as indicated on the posting, at which time the positions will be open for external applicants. Internal and external candidates are expected to work the entire duration of summer school and must be able and willing to complete the essential job functions, including such assignments as in a swimming pool, classroom, cafeteria, etc. An email will be sent reminding everyone of the opportunities for summer employment.

Section 2: Reassignments

- A. **Noncompetitive, Labor Class** – BOCES shall announce the existence of a vacancy in accordance with the posting procedures provided herein, allowing employees already in the title to apply for a reassignment to the vacant position. BOCES shall reassign the applying employee with the most seniority to the vacant position. After all reassignments are completed, the remaining vacancies shall be offered on a promotional basis in accordance with Section 3 below.
- B. **Teacher Aide** – Teacher Aides shall follow the transfer process below when reassignment is desired or necessary:
1. Teacher Aides shall be permitted to file requests for transfer for the next school year only, on or before June 30th of each year. Transfer request(s) must be submitted electronically to the Personnel Office with a copy sent to the Teacher Aide's supervisor.
 2. The BOCES Personnel Office will compile and post a master list of all open positions. Open positions are defined as:
 - positions that opened and were filled during the previous school year from July 1st to June 30th,
 - positions being vacated due to employee turnover or retirement,
 - positions open due to employee transfer request(s).

A copy of the master list and an assignment preference form will be sent by July 15th to each Teacher Aide who:

- requested a transfer,
- was displaced,
- was placed in a newly established position after July 1st.

3. **Seniority Lists** – The BOCES Personnel Office will maintain the Teacher Aide seniority list by Supervisory Area for purposes of position selection, transfer, or Supervisory Area reduction in force. Supervisory areas are:
 - (a) Northern Cattaraugus County: the CTE Center at Ellicottville, Ellicottville CSD, Cattaraugus Little Valley CSD, Franklinville CSD, Pioneer CSD, Salamanca City CSD, Randolph CSD, and West Valley CSD.
 - (b) Southern Cattaraugus County: Rise Academy, the CTE Center at Olean, Allegany-Limestone CSD, Hinsdale CSD, Olean City School District, and Portville CSD.
 - (c) Eastern Allegany County: Andover CSD, Scio CSD, Wellsville CSD, and Whitesville CSD,
 - (d) Western Allegany County: Elm Street Academy, the CTE Center at Belmont, Bolivar Richburg CSD, Cuba Rushford CSD, Friendship CSD, and Genesee Valley CSD;
 - (e) Northwestern Allegany County: Belfast CSD and Fillmore CSD.
4. **Position Profiles** – BOCES shall develop and maintain position profiles for the major options to which Teacher Aides may be assigned.
5. **Personal Profiles** – An individual profile shall be developed for each Teacher Aide. Teacher Aide profiles will be designed jointly by the Supervisor and the Teacher Aide and will include relevant education, experience and training of the individual aide. Teacher Aides will annually update their profiles.
6. Teacher Aides may apply for three (3) assignments in order of preference and must return the assignment preference form to the Personnel Office by July 30th.
7. Assignments will be filled by the Area Supervisor and will be based on the position profile and the Teacher Aide's personal profile. If more than one (1) Teacher Aide selects the same position and each of their personal profiles are substantially equal, seniority will be the determining factor for placement in the position.
8. Assignments will be held for the next school year unless a displacement occurs due to:
 - reduction in the number of aides needed; or
 - other factors necessitating a change in placement.
9. In the case of a reduction of Teacher Aide(s) in a classroom, the least senior Teacher Aide in the classroom will be displaced. (In the case, however, of a reduction of a Teacher Aide in a classroom that is not a BOCES' classroom (i.e., a Component District Classroom), the least senior Teacher Aide in the same District will be displaced). The displaced aide will be placed in an open position within the supervisory area if a vacancy exists. If there are no vacancies within the displaced Teacher Aide's supervisory area, the displaced Teacher

Aide may bump the least senior aide in the Teacher Aide's supervisory area or accept a vacant position outside of their supervisory area. In the case of a layoff, CA BOCES wide seniority will determine the lay-off.

10. BOCES may assign, reassign and/or transfer Teacher Aide(s). BOCES, however, will make a reasonable effort to continue reassigned or transferred Teacher Aides in the same Supervisory Area. Prior to any reassignment or transfer, BOCES will provide the affected Teacher Aide with written notice and an opportunity to discuss the transfer or reassignment.
11. Teacher Aides will be tentatively notified of their next year's assignments by August 20th.
12. Issues arising from administration of this provision will be addressed at Liaison.

Section 3: Promotion

A promotion is defined for purpose of this Article as appointment to a position which has a starting salary assigned in Appendix C which exceeds the starting salary for the position presently held by the employee by more than four hundred dollars (\$400). An employee who is promoted shall be paid according to Article 10, Section 6.

- A. **Noncompetitive and Labor Class** – When a promotional opportunity becomes available in a noncompetitive or labor class position, all employees in groups 1-4 (as defined in Appendix C) shall be allowed to apply for promotion within their group. If the minimum qualifications as determined by the Civil Service Commission as contained in the job specifications of two (2) or more of the applying employees are equal, the applying employee with the most seniority shall receive the promotion. If none of the present employees apply or if none of the present employees are qualified in the estimation of BOCES, BOCES may hire a new employee for the position.
- B. **Competitive** – Promotional and reassignment opportunities for competitive employees shall be in accordance with Civil Service Law, Rules, and Regulations with the following exception: reassignments shall take place prior to promotional opportunities being offered in accordance with the procedures set forth in Section 2 A. of this Article. There shall be no voluntary reassignment during the probationary period.

Section 4: Full-time Probationary, Full-time Permanent

Full-time permanent employees will be considered for transfer or promotion to noncompetitive and labor class positions. Probationary employees may be considered for voluntary transfers during the probationary period.

Section 5: Temporary or Part-time Employee

A temporary or part-time employee may be considered for a permanent position once all conditions of Sections 2, 3, and 4 above are satisfied.

ARTICLE NO. 8 - LAYOFF, BUMPING AND RECALL PROVISIONS

Section 1: Definitions

Seniority for benefit purposes - shall be defined as the length of continuous service with BOCES from the date of hire by a full-time Board appointment.

Title Seniority - shall be defined as the length of continuous service of an employee since most recent date of hire or reclassification by full-time probationary Board appointment to that title. Competitive positions are governed by Civil Service Law.

Continuous Service - Competitive Class Employees - Subject to applicable provisions of the Civil Service Law, continuous service shall include those periods when an employee is on BOCES' payroll and those periods when an employee is: (a) on leave of absence, (b) on layoff, (c) absent from and unable to perform the duties of his/her position by reason of a disability resulting from occupational injury or disease, and (d) such other periods of service, if any, as Civil Service Law requires to be treated as part of the employee's continuous service. (See Section 5 of this Article.)

Continuous Service - Noncompetitive Class Employees - Subject to applicable provisions of the Civil Service Law, continuous service shall include those periods when an employee is on BOCES' payroll and those periods when an employee is: (a) on a qualified FMLA leave of absence, (b) absent from and unable to perform the duties of his/her position by reason of a disability covered under Workers' Compensation and (c) such other periods of service, if any, as Civil Service Law requires to be treated as part of the employee's continuous service. (See Section 5 of this Article.)

Long Term Substitutes - Long term substitutes who are subsequently hired for a regular position in the same job classification without a break in service will have their seniority credited to the date of hire for their long-term substitution upon successful completion of their probationary period.

Section 2: Competitive Employee Layoffs

All competitive employees shall be governed under the appropriate provisions of the Civil Service Law as it pertains to layoff, bumping and recall.

Section 3: Noncompetitive and Labor Class Layoffs

Employees in noncompetitive and labor class positions may exercise seniority and/or title seniority bumping, layoff or recall rights as indicated in Appendix A.

Section 4: Work in Lower Classification

An employee who is laid off and chooses to exercise his/her right to bump shall enter the lower classification at the lower salary level closest to his/her present salary and in addition shall receive fifty percent (50%) of the difference between the two (2) salaries. In addition, in the event that a vacancy is created in the employee's previous classification, the bumping employee shall move back into his/her previous classification at the salary step s/he would have received if s/he did not exercise his/her right to bump. Upon return to the payroll, a laid off employee's benefits, rights and privileges shall be returned to the laid off employee pursuant to law.

Section 5: Loss of Seniority

Subject to applicable provisions of the Civil Service Law, an employee loses his/her seniority when one (1) of the following occurs: S/he resigns (unless s/he is reinstated within the period permitted by any provision of the Civil Service Law applicable to him/her), s/he is discharged, s/he retires or s/he refuses a recall. Periods of unpaid time for noncompetitive class employees shall not count towards seniority, with the exception of FMLA.

Noncompetitive class employees shall have seniority adjusted for unpaid time.

ARTICLE NO. 9 - WORK DAY/WORK YEAR

Section 1: Monday-Friday Workday

Each full-time employee, with the exception of the positions: cleaner, maintenance worker, maintenance mechanic, senior maintenance mechanic, electronic equipment technician, and senior electronic equipment technician shall work daily consecutive hours, Monday through Friday, with a thirty (30) minute unpaid lunch break during each workday. Employees must follow their assigned building's procedure if they leave the building during their lunch.

Section 2: Saturday Workday

Each full-time employee in the positions of: keyboard specialist, cleaner, maintenance worker, maintenance mechanic, senior maintenance mechanic, electronic equipment technician, and senior electronic equipment technician shall work daily consecutive hours within a five-day week, scheduled Monday through Friday, with a thirty (30) minute unpaid lunch break during each workday. Saturday work will be identified by administration when needed. Assignments will be made in the following order: (1) All employees within these titles will be offered an opportunity to work a weekly schedule to include Saturdays as identified; (2) All employees within these titles will be offered an opportunity to work overtime on Saturdays as identified; (3) If no volunteers are available to cover Saturday work, assignment will be made by seniority within the identified position titles beginning with the least senior employee. Current employees working a five-day workweek that includes Saturdays will continue to do so. Employees hired on or after July 1, 1999 may be required to work a five-day week, scheduled Monday through Saturday.

Section 3: Teacher Aide/LPN Work Year

All Teacher Aides and LPNs covered by this Agreement shall work on a one hundred and eighty (180) day year and/or periods of pupil attendance (exclusive of holidays in Article 15) between the week before Labor Day and June 30th each year with daily work scheduled between Monday and Friday set by BOCES management. Teacher Aides and LPNs who are required to work in their assigned district at least one (1) full day in the week before Labor Day (in addition to All Staff Day) will receive pay for Labor Day. An extension of the work year of a Teacher Aide shall be allowed provided the Teacher Aide is agreeable to the extension. The LPN may be expected to report the week prior to the opening day of school.

With a minimum of two (2) weeks' notice, Teacher Aides and LPN's may be required to stay for mandatory meetings and trainings once per month and will be paid their regular hourly rate. Such meetings and trainings will not last longer than two (2) hours beyond the end of the employee's regular workday.

Section 4: Rest Periods

Each full-time employee covered under this Agreement shall receive two (2) fifteen (15) minute rest periods during his/her normal workday away from his/her workstation. Part-time employees will receive one (1) fifteen (15) minute rest period for each consecutive three and one half (3½) hour period of work. An employee will remain on school property during rest periods and has the obligation to return to the work station on a timely basis following a rest period.

Teacher Aides who are scheduled to work more than four (4) hours will receive a thirty (30) minute unpaid lunch. Teacher Aides must follow their assigned building's procedure if they leave the building during their lunch.

Section 5: Field Trips

Any Teacher Aide who is required to take part in a field trip shall be paid for all hours worked including lunch. No Teacher Aide will take part in a field trip beyond ten (10) hours in a day without prior written authorization from the Assistant Superintendent or Supervisor specifying the hours to be worked and the number of hours to be compensated and will be notified at least one (1) week in advance, whenever possible. If unforeseen circumstances arise, a Teacher Aide shall be compensated for all additional time worked.

Section 6: Change in Work Hours

Unit members whose work hours will be changed so that the change will negatively impact a member's benefits and health insurance during the year, will receive an e-mail notification of such change, which will be copied to the BESP Unit President.

ARTICLE NO. 10 - COMPENSATION

Section 1: Base Salary

All personnel covered by this contract shall receive salary adjustments in accordance with the following process.

- A. **Data** - A compilation of the previous school year's salary data and settlement agreements, from similar bargaining units, of the component districts in the Cattaraugus-Allegany BOCES will be made available to the negotiating committee. Example: the 2020-2021 data will be used to calculate the following years, 2021-2022, dollars available for distribution and salary adjustments.
- B. **Salary Adjustment Calculation** - The negotiations committee will use the salary and settlement data to establish a percentage adjustment for determining new money available for salary adjustments. The data will be used to determine an average of all district settlements that have resulted from contract negotiations, which are completed by December 1st. If a minimum of sixteen (16) districts have not settled by December 1st, the BOCES settlement will be delayed until such time as a minimum of sixteen (16) districts have settled. Below is a three-year chart explaining what data will be used to determine a settlement for each year of this contract.

<u>Date</u>	<u>Date</u>	<u>Settlement Year</u>
2020-21	12/1/20	2021-22
2021-22	12/1/21	2022-23
2022-23	12/1/22	2023-24

- C. **Settlement Data** - The total gross base salaries of unit members on the BOCES' payroll as of December 1st will be used to calculate the new money available for salary adjustments. Gross base salaries exclude, stipends, and additional pay in lieu of benefits.
- D. **Discrepancies in Data** - The negotiating committee will resolve any discrepancies in reported district settlements. If the committee is unable to resolve the discrepancy then they will average the two (2) figures together based upon each team's data.
- E. **Distribution** - The negotiating committee will determine how the new money will be distributed. First preference will be given to salaries of unit members who fall below the average of the component district pay based on the available data.
- F. **New Employee Salary Adjustment** - Unit members hired after January 1st of a school year will not receive a salary increase, other than adjustments to starting rate, until July 1st of the following fiscal year.
- G. **Salary Notice** - Each employee will be provided with a salary notice for the school year by October 15th. If negotiations for a successor Agreement have not been concluded by

October 15th, the salary notice will be provided as soon as possible after negotiations have been completed.

Section 2: Grant Funded Positions

- A. BOCES agrees to use all reasonable effort to pay externally funded program employees the same pay as regular employees in the same title position with the same seniority in title as long as such salary will be paid fully from funds outside the general BOCES' budget which shall include the salary increase of Section 1 of this Article.
- B. All personnel hired, pursuant to externally funded grants or funds provided by other than the BOCES' general fund budget to fill positions within this bargaining unit, shall hold such positions only for the length of the externally funded program. The employee's employment shall cease when the funding is terminated. While employed, the employee shall be covered by all provisions of this Agreement except for the items enumerated in Article 11, Leaves and Article 16, Vacation.

Section 3: Longevity

Six (6) longevity increments will be paid based on seniority, to unit members who qualify.

- A. **Five Years** – After completion of five (5) years service, computed as of October 1st of each year, a longevity increment of five (5) cents per hour shall be paid. This payment will become part of the regular hourly rate and will be adjusted each year at the same percentage as determined in Section 1, Paragraph B of this Article.
- B. **Ten Years** - After completion of ten (10) years service, computed as of October 1st of each year, a longevity increment of eighteen (18) cents per hour shall be paid. This payment will become part of the regular hourly rate and will be adjusted each year at the same average percentage as determined in Section 1, Paragraph B of this Article.
- C. **Fifteen Years** - After completion of fifteen (15) years of service, computed as of October 1st of each year, the longevity increment will be increased by twelve (12) cents per hour. This additional increment will become part of the regular hourly rate and will be adjusted each year of the same average percentage as determined in Section 1, Paragraph B of this Article.
- D. **Twenty Years** - After completion of twenty (20) years of service, computed as of October 1st of each year, the longevity increment will be increased by twelve (12) cents per hour. This additional increment will become part of the regular hourly rate and will be adjusted each year at the same average percentage as determined in Section 1, Paragraph B of this Article.
- E. **Twenty-five Years** - After completion of twenty-five (25) years of service, computed as of October 1st of each year, the longevity increment will be increased by twelve (12) cents per hour. This additional increment will become part of the regular hourly rate and will be

adjusted each year at the same average percentage as determined in Section 1, Paragraph B of this Article.

- F. **Thirty Years** - After completion of thirty (30) years of service, computed as of October 1st of each year, the longevity increment will be increased by ten (10) cents per hour. This additional increment will become part of the regular hourly rate and will be adjusted each year at the same average percentage as determined in Section 1, Paragraph B of this Article.
- G. **Effective Date of Payment** - Payment of longevity increments will be made on an hourly basis beginning in the first pay period following the October 1st eligibility in a given year in which the employee qualifies. An employee who works less than one-half (1/2) the days of his/her normal work year receives no longevity credit for that year.

Section 4: Hiring Above Minimum Salary

BOCES may hire new employees above the starting salary. If the new employee will be hired at a starting salary above that of existing unit members in the same title, the starting salary will be based upon comparable education, qualifications and/or work experience to existing unit members. The Association will be notified in advance if an employee is to be appointed at a salary above that of existing unit members and the justification for the appointment. The Association shall not unreasonably challenge the appointment.

Section 5: Payment for Second Language Skills

Teacher Aides required to have a second language skill in order to perform the duties of their assignment, as determined by the Division Director, will receive additional compensation of seventy-five (75) cents per hour for the duration of that assignment. This compensation will become effective July 1, 1999.

Section 6: Payment Increase for Promotions

- A. Any employee who is promoted from one job title to a higher job title shall be paid the starting rate, pro-rata, for the new position. If the starting rate is less than seven hundred and fifty dollars (\$750) above the employee's current salary for their old position, the employee will receive their current salary plus the seven hundred and fifty dollars (\$750), pro-rata, minimum increase for the new position.
- B. Administration may grant a promoted employee a salary increase, pro-rated, equal to a minimum of three percent (3%) of the employee's base salary for their old position to a maximum of a ten percent (10%) increase. In no case shall the employee receive a raise less than the seven hundred and fifty dollars (\$750) indicated in Section 6 A. unless conditions in Paragraph C exist.
- C. **Salary Increase as Related to Other Employees** – A promoted employee shall not be paid more than an employee, with the same number of years, working in the new job category.

In that event, the promoted employee shall be paid the same as the unit employee currently in the job title with the same length of service credit.

Section 7: Pay Periods

All salaries and hourly rates, including allowable holidays will be computed and paid over twenty-one (21) or twenty-five (25) pay periods for Teacher Aides and Nurses, twenty-two (22) or twenty-six (26) pay periods for 10-month salaried employees, and twenty-six (26) pay periods for 12-month salaried employees. For Teacher Aides and Nurses, this begins with the second pay period after school starts. An employee must select one (1) of the pay period options by July 1st. Due to required calendar pay period adjustments, certain years will contain twenty-three (23) rather than twenty-two (22) and twenty-seven (27) rather than twenty-six (26) pay periods. The Business Office will provide notification of such changes.

Section 8: Payment for Work in a Higher Classification

Any employee in a lower paid position who, with prior approval from the Director, works temporarily in a higher paid position for fifteen (15) hours or more per week shall be paid an additional fifty cents (\$.50) per hour above his/her rate of pay for all hours worked in the higher title retroactive to the first hour of the first day that s/he was assigned to the higher salaried or hourly rated title. The employee shall make a claim for the pay with his/her Director in the pay period following the pay period in which the work commences.

Section 9: Overtime

- A. **Payment Computation** - Each employee who works more than eight (8) hours per day and/or forty (40) hours per week (between Monday and Sunday) shall be paid at time and one-half for each overtime hour worked.
- B. **Holiday/Vacation Computation** - All paid leave time including holidays and vacations shall be considered as time worked for the computation of overtime.
- C. **Recall After Regular Workday** – An employee who is recalled to work after leaving BOCES' premises shall be paid a minimum of two (2) hours work at time and one-half. All recorded time due to the call back will be paid at time and one-half. This provision shall not apply to regularly scheduled work periods or for prearranged additional work duties.
- D. **Distribution of Overtime** – Overtime opportunities shall be distributed equally among all department employees.

ARTICLE NO. 11 - LEAVES

Section 1: Sick Days

- A. **Number of Days Granted** – Each eligible employee covered under this Agreement shall receive the following paid sick leave days per year:
- | | |
|--|--------------------|
| Part-time employees (benefits) | - 9 pro-rated days |
| Full-time 10-month Teacher Aides & LPN | - 9 days |
| Other 10-month full-time employees | - 10 days |
| 12-month full-time employees | - 12 days |
- B. **Newly Hired Employee** – At the end of each full month of completed service in the first full year of employment, a newly hired employee shall earn sick leave at the rate of one (1) day per month to the maximum annual allowance. Thereafter, beginning with the second year of employment, the full allotment of sick days shall be credited and prorated for the remainder of the fiscal year. Thereafter, a full year of sick leave allotment will be credited on July 1st of the following fiscal year.
- C. **Use** –
1. An employee shall be allowed to use his/her accumulated sick leave for personal illness or injury as well as for illness or injury of a member of his/her immediate family (children and/or current step-children, spouse, parent and/or current step-parent) and/or other household members. Up to six (6) days or ten percent (10%) of accumulated sick leave, whichever is greater may be used for illness of immediate family and/or other household members.
 2. Personnel hired, pursuant to externally funded grants or grants funded by other than the BOCES' general fund budget, must use their sick leave in the year it is earned, or lose it. However, if an employee who is employed through an externally funded program is then hired by BOCES that employee's accumulated sick leave shall be maintained.
 3. Sick leave may be taken in not less than half-day units.
- D. **Accumulation** – Each employee, other than those employees identified in Section 1, Paragraph C 2 of this Article, shall be allowed to accumulate sick leave to a maximum of one hundred and eighty-five (185) days. If as of June 15th of each year, an employee has additional days accumulated beyond the maximum, the employee will be paid twenty-five percent (25%) of the per diem rate for each day in excess of the maximum.
- E. **Proof of Illness** – An employee will be requested to provide a physician's statement of illness for themselves or immediate family member after five (5) consecutive days of paid sick leave and at ten (10) day increments thereafter until the employee returns to work. The statement shall include activity restrictions and date of expected return to her/his normal duties. After an employee exhausts his/her allowed sick days for the year,

the employee may be required to submit proof of illness after each additional day thereafter.

- F. **Sick Leave for Summer Employment** – If a 10-month employee or Teacher Aide works in July or August they shall receive one (1) sick day. Sick days cannot be used in the summer months (July/August). Unit members may use the sick day during the following school year.
- G. **Reduction in Work Schedule** – In the event a 12-month full-time position is reduced to a 10-month full-time position, the employee shall retain any accumulated sick leave earned at the time of the reduction of the position.

Section 2: Sick Bank

The Sick Bank was established to grant additional sick leave days for employees suffering a personal disabling injury or illness. A disabling injury or illness is one which results in a continuous condition under the care of a physician. A physician's statement as to the nature of the disabling injury or illness and an estimate of the duration of the absence shall be submitted with a request to use the Sick Bank.

Use of the Sick Bank shall be administered according to the following provisions:

1. Days granted to an individual will come from a pool established by participating employees.
2. A participating employee becomes eligible only after s/he receives a full allotment of sick days at the beginning of the fiscal year.
3. An open enrollment period shall be established annually from June 1st to June 30th.
 - a. Each employee will donate two (2) days at the beginning of the fiscal year to become initially enrolled in the Sick Bank. After the employee's initial enrollment year employees shall donate one (1) day per year.
 - b. Employees shall remain a member of the Sick Bank until such time as a written notice is received from the employee indicating that they wish to remove themselves from participation in the Sick Bank.
 - c. Days donated to the Sick Bank become the property of the Sick Bank.
4. Upon request to use days from the Sick Bank, the employee must furnish to the trustees of the Sick Bank, satisfactory medical evidence of his/her need for the days. The Sick Bank will then match one (1) for one (1), up to the total accumulated sick and personal days accumulated by the employee at the start of his/her fiscal year.
5. The employee must exhaust all of his/her sick and personal days and all but five (5) vacation days prior to any Sick Bank days being used.

6. The maximum number of days any individual will be granted from the Sick Bank, in one (1) fiscal year, is fifty (50) days.
7. The maximum number of days allowed to accumulate in the Sick Bank shall not exceed four (4) times the total number of participating employees enrolled. If maximum is achieved at the beginning of the fiscal year, contributions will be postponed until the trustees of the Sick Bank deem it necessary.
8. If the pool of days diminishes to less than one-half of the total number of Sick Bank members, the trustees of the Sick Bank can request an additional day be donated from the participating members.
9. There shall be three (3) trustees of the Sick Bank, two (2) chosen by the Association President, and the third being the Director of Personnel and Human Resources from BOCES or his/her designee.
10. BOCES will keep all records of employee days contributed, deducted and Sick Bank totals through the Business Office. The liaison person will be the Association President.
11. The Sick Bank shall not be available for use for elective surgery or maternity leaves unless unforeseeable complications arise.

Section 3: Bereavement Days

Each employee covered under this Agreement and eligible for benefits, shall be granted up to four (4) workdays of bereavement leave with pay to attend services or conduct business related to each occurrence of death in the immediate family. Immediate family shall be defined as mother, father, sister, brother, child, current spouse, current in-laws (mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law), current step-parents, current step-children, grandparent, grandchild, or other person living in the household of the employee, or others at the discretion of the District Superintendent. Each employee covered under this Agreement and eligible for benefits shall receive up to five (5) workdays of bereavement leave with pay if employee must travel an aggregate of six hundred (600) miles in order to attend the funeral. In addition to the bereavement days noted above, under extenuating circumstances, employees who have an accrual of at least fifteen (15) sick days may use a maximum of two (2) sick days for bereavement purposes with prior approval of their supervisor.

Section 4: Personal Days

Each employee covered under this Agreement and eligible for benefits, shall be granted and be allowed to use three (3) personal leave days annually without loss of pay or other leave benefits. Any employee desiring personal leave shall notify his/her immediate supervisor in writing one (1) day prior to taking a personal leave day except in cases of emergency. Unused personal days shall be added to accumulated sick leave at the end of each fiscal year. The purpose of personal

leave is that of transacting business or personal affairs which cannot be transacted at any time other than the normal workday. An employee shall not be allowed to use a personal leave day the day before or the day after a vacation period or holiday unless it is approved by the District Superintendent or in the case of an emergency.

Section 5: Association Business

- A. **Number of Days** – BESPA may utilize ten (10) accumulative person days per year without loss of pay or leave credits except as otherwise provided herein for its members to conduct Union activities. Such activity shall include but not be limited to the following: Administration of the provisions of this Agreement (except for Grievances), discussion of problems with BOCES (except for Grievances) and attendance at conferences. The ten (10) accumulative person days means that BESPA may designate any individuals and BOCES will grant leave from work for the above purposes with such leaves not exceeding ten (10) total days of person labor for any given year.
- B. **Written Notice** - In the event that the Union leave requested is for the attendance at conferences, the immediate supervisor of the respective employee will be given one (1) week's written notice. In all other cases, BESPA will use reasonable effort to give written notice at least one (1) day before any employee is to be granted a Union leave, except in the case of an emergency.
- C. **Second Shift Employees** – Second shift employees shall be free to participate in BESPA functions during working hours for not more than two (2) accumulated person days (fifteen (15) hours) for all such employees per year upon at least twenty-four (24) hours written notice to the employee's immediate supervisor. (Functions shall include but not be limited to meetings of the Unit, Local or Region, seminars, workshops, etc.). Processing of grievances shall be in accordance with Article 24 of this Agreement. Person days whenever used in this Agreement means the number of persons off times the number of hours off and when such product shall equal seven and one-half (7½) hours this shall be considered one (1) person day. The use of this time shall not be deducted from any other accruals and shall be without loss of pay. The fifteen (15) accumulative person hours for second shift employees shall not be accumulative from one (1) year to the next.

Section 6: Emergency Days

In the event that a school system where a Teacher Aide and/or LPN normally reports is closed by its Superintendent due to weather or other emergency conditions and, therefore, the services of a Teacher Aide and/or LPN are not required, BOCES will pay the Teacher Aide and/or LPN the agreed hourly rate for the agreed work hours as if the school had remained open up to a maximum of ten (10) days per year. This Article would not apply in the event of a violation of the Taylor Law. Additional reference to emergency time see Section 4: Personal Days language.

Section 7: Jury Duty & Court Appearance

Employees called for Jury Duty or work related subpoenaed, as a witness in a Court Action will receive leave time off from work without loss of pay. Such leave, however, is limited to the hours the employee is required by the Court to be in attendance plus necessary travel time. Employees will be paid at their regular rate. Mileage allowance and other expenses paid by the Court shall be retained by the employee.

Section 8: Family Care Leave

Leave of absence, without pay or benefits, may be granted by the Board for up to the lesser of the employee's length of service or one (1) year to recuperate from any illness, or for family care purposes. Approval for these leaves shall not be unreasonably withheld.

Section 9: Personal Leave

Leaves of absence, without pay or benefits, may be granted by the Board for up to the lesser of the employee's length of service or one (1) year for personal reasons. The approval of said leave shall be at the sole discretion of the District Superintendent and the Board.

Section 10: Family or Personal Leave Extension

All requests for an extension of Family or Personal Leave beyond that originally granted shall be requested by the affected employee in writing. Family or Personal Leave granted under this Article may be extended for up to one (1) year upon approval of the District Superintendent and Board.

Section 11: Returning from Family or Personal Leave

- A. **Position Returned To** – An employee returning to work after a Family or Personal leave shall be guaranteed the same position which the employee held at the beginning of the leave, if such position exists. For Teacher Aides this means placement into an open position within their supervisory area for which they qualify. If an open position within their supervisory area for which they qualify is not available, the returning employee shall be given a list of vacancies and the employee will be assigned to the vacancy of his/her choice prior to the placement of a new employee or a less senior employee.
- B. **Rate of Pay** – An employee returning to work after a Family or Personal leave shall receive the then current rate of pay for that position for someone with that employee's number of years of experience.
- C. **Notice of Return to Work** – Any employee on Family or Personal leave will be required to notify the District Superintendent of his/her intention to return to work at least one (1) month prior to the expiration of the leave. If the District Superintendent has not received timely notice, s/he shall send a letter of inquiry to the employee at the last known address.

Failure to notify the District Superintendent within two (2) weeks after receipt of such inquiry shall be assumed to constitute a resignation.

- D. **Previous Accrued Leave** – An employee returning to work after a Family or Personal leave shall have all previously accrued leave credits restored immediately upon his/her return to employment.

Section 12: Workers' Compensation

Any employee who is injured in the performance of his/her duties shall take all appropriate steps to insure Workers' Compensation coverage. The employee will use his/her available sick leave days in order to maintain on pay status. After the employee's case has been adjudicated, any Workers' Compensation award shall be paid directly to BOCES for those days that the employee received sick leave benefits. For workdays which are uncompensated by BOCES due to exhaustion of sick leave accruals, the Workers' Compensation payment shall be paid to the employee. BOCES will thereafter calculate a reimbursement for used sick days in the following manner: by dividing the amount BOCES is reimbursed by the employee's daily rate of pay the result shall be the number of sick days to be refunded to the employee's sick leave account.

Section 13: Family Medical Leave Act

BOCES shall consider and adhere to the rules and regulations of the Family and Medical Leave Act of 1993 (FMLA). FMLA leaves shall run concurrently with all other qualifying and approved leaves.

ARTICLE NO. 12 - HEALTH INSURANCE

Section 1: Health Insurance Plan

POS - BOCES will offer, to eligible employees an Allegany-Cattaraugus Schools Medical Health Plan sponsored Point of Service (POS) Plan including the prescription drug plan. Effective January 1, 2013, the prescription co-pays will be two dollars/twenty dollars/thirty-five dollars (\$2/\$20/\$35) for a thirty (30) day supply (mail order prescriptions – ninety (90) day supply for 2-month co-pay).

Section 2: Eligibility

- A. **10-month Employees** - 10-month employees who are regularly scheduled to work an average of twenty (20) or more hours per week, will be eligible for family or single health insurance coverage. Coverage will be effective on the first day of the employee's Board appointment start date, provided the employee commences his/her employment on or by that date. If the employee does not commence employment on or by the Board appointed start date, coverage will commence on the first day following such appointment date that the employee commences his/her employment.

- B. **12-month Employees** - 12-month employees, who regularly work an average of thirty (30) or more hours per week, will be eligible for single or family health insurance. Coverage will be effective on the first day of the employee's appointment start date, provided the employee commences employment on or by that date. If the employee does not commence employment on or by the Board appointed start date, coverage will commence on the first day following such appointment date that the employee commences his/her employment.

Section 3: Enrollment

- A. **Initial Enrollment** - To receive health insurance benefits, a new employee must complete an enrollment form. An employee will only become eligible for health insurance coverage upon submitting the enrollment form to the Finance Office.
- B. **Change in Family Status** - A change in family status requires the employee to complete and submit a new enrollment form to the Finance Office.
- C. **Re-enrollment Following Unpaid Leave** - An employee must complete and submit a new enrollment form to the Finance Office following any lapse in coverage.
- D. **Open Enrollment** - August 15th through September 15th shall be established as the open enrollment period for health insurance plans each school year. An employee may select and/or change their medical insurance coverage during the open enrollment period. Once elected, the coverage may not be changed during the year, except in the case of marriage, divorce, birth or adoption of a child, death, etc. at which time a new enrollment form will need to be completed and submitted to the Finance Office.
- E. **Loss of Coverage** - Employees who lose coverage from another plan, after the open enrollment period, shall be eligible for coverage as defined in Section 2, at the beginning of the next calendar month following the loss of coverage. BOCES may request verification of loss of coverage.
- F. To be eligible for health insurance coverage as provided above, the employee must submit the enrollment form to the Finance Office in accordance with the Health Plan Rules (i.e., within 30 days of hire).

Section 4: Contribution

- A. **District Contribution for 10-month Employees** - BOCES will pay ninety percent (90%) of the annual health insurance premium for 10-month employees hired prior to January 1, 2013 who are eligible for health insurance coverage. BOCES will pay eighty-seven and one-half percent (87-½ %) for 10-month employees hired on or after January 1, 2013. Such employees will receive twelve (12) months of health insurance coverage from September through August. Employee premium contribution will be made by payroll deduction September through June 30th.

- B. **District Contribution for 11 and 12-month Employees** - For all 11 and 12 month employees who are eligible for health insurance coverage, BOCES will pay 90% of the annual health insurance premium.
- C. **Contributions to IRS 125 Account** - All health insurance contributions are placed into an IRS 125 account and such deductions are made before taxes.

Section 5: Options in Lieu of Health Insurance

- A. Unit employees who are eligible for health insurance and who submit proof of alternative coverage to the Finance Office can elect to forego coverage and in lieu of such coverage they will receive the following buyout:

Effective July 1, 2021 \$2,000

Stipends shall be prorated wherever applicable. Thirty percent (30%) of the stipend in lieu of health insurance will be paid out in the first payroll in December and the other seventy percent (70%) will be paid out in the last payroll in June.

- B. The option in lieu of health insurance selected will be made during open enrollment (Section 3. D above) and will be effective October 1st of each school year.

Section 6: Eligibility Requirements for Options in Lieu of Health Insurance

In order to be eligible for one (1) of the options available in Section 5 of this Article, the unit employee must adhere to the following requirements:

- A. **Written Request** - Unit employees must file a written request with the Finance Office prior to October 1st of the fiscal year stating that they wish to forego such health coverage and prescription drug plan coverage.
- B. **Changes in Circumstances** - By filing the written request and accepting an option in Section 5 of this Article, the unit employee agrees that they will not seek insurance or drug co-pay coverage for the entire fiscal year unless circumstances change where the employee is no longer covered by another health insurance plan. If circumstances do change, written request for health insurance will be given to the Finance Office for such coverage outlining the reason(s) for change. Insurance will then be provided on the first day of the month after such written notification and after completing the enrollment form. The buy-out option in Section 5 will be pro-rated for that period of non-coverage.
- C. **Separation from Service** – Upon separation of service from BOCES, the amount will be prorated and paid in the final paycheck.

Section 7: Duplication of Coverage

Employees electing the health insurance coverage, as provided for in this Agreement, must guarantee that double coverage does not exist. Double coverage is considered to occur where two (2) separate premiums are paid in the name of the same individual or individuals to Allegany-Cattaraugus Schools Medical Health Plan. If it is discovered that BOCES is paying premiums that provide duplicate coverage for employees or family members of employees, the premium payment for the individual or individuals will be discontinued for the remainder of the Agreement period and the amount of overpaid premiums will be reimbursed to BOCES.

ARTICLE NO. 13 - RETIREE HEALTH INSURANCE

Health insurance coverage for retirees will be based upon a formula which combines length of service (one full year = 40 weeks = 1 unit) and the retiring person's age.

Section 1: Eligibility

- A. **Hiring Date to Qualify** - Unit members hired on or before October 1, 1989 will be eligible for this benefit.
- B. **Qualify for ERS Retirement** - To be eligible for this benefit, a unit member must qualify for retirement under the New York State Employees' Retirement System and have earned, through the employ of this BOCES twenty (20) years (units) of credit in the classification of full-time as defined in Article 6 of this contract.
- C. **Notice of Retirement** - Retiring employees are required to give notice of retirement three (3) months prior to the date of retirement. At the time of such notice, it will be the employee's responsibility to obtain information from the BOCES Personnel Office concerning health insurance coverage in retirement. If the retiring employee wishes to remain in the group under which s/he was covered prior to retirement, the employee will be allowed to do so if such coverage is available.
- D. **Decision to Participate After Retirement** - Persons who are eligible for this benefit but decline coverage at the time of retirement can be covered at a later date subject to the normal terms and conditions of coverage of the insurance carrier. The length of time and percentage of coverage will be the amount remaining as if coverage had begun at the first date of eligibility.
- E. **Continuation After Exhaustion of Paid Benefits** - Following exhaustion of paid benefits, retirees can continue group coverage by paying one hundred percent (100%) of the premium to BOCES through separate agreement.

Section 2: Determining Service Credit

(See Appendix B) For each full year of service, the employee shall gain a two percent (2%) credit paid by BOCES toward the payment of the plan. A minimum of twenty (20) weeks employment in a single year is required to be eligible for any retirement credit for that year and to have the year count toward total units of service on a pro-rata basis. (e.g. 20 weeks = 1/2 year; 30 weeks = 3/4 year.) Such credit will accrue annually until it reaches forty percent (40%) (for twenty (20) full years). For the twenty-first (21) year of service and beyond the unit member gains one percent (1%) credit annually. The plan is designed to provide coverage until the retiree reaches age sixty-five (65) or when Medicare eligibility begins. For those who choose to retire at age fifty-six (56) and after with greater than twenty (20) years (units) of service, a second coverage option becomes available. Such options provide for either a greater contribution percentage by BOCES as determined by years of service until age sixty-five (65) or for ten (10) years coverage at a rate of thirty-five percent (35%).

Section 3: Prescription Drug Exclusion

Prescription drug coverage will not be included in any plan but the retiree may purchase such coverage through the group by separate agreement if such coverage is offered to the group.

ARTICLE NO. 14 - EMPLOYEE RETIREMENT SYSTEM

Section 1: ERS Retirement Plan

BOCES shall provide employees covered by this Agreement a retirement plan identified as Section 75 (I) of the New York State Employees' Retirement System and in addition shall provide Tier I, Tier II, Tier III, Tier IV, Tier V, and Tier VI members of this system with Section 41 (J).

Section 2: Death Benefits

BOCES will provide the ordinary death benefits of 60 (B) to Tier I and Tier II unit members who qualify with the New York State Employees' Retirement System.

Section 3: Written Application for Enrollment

Upon written application to join the retirement system enrollment will be automatic, unless the employee refuses in writing.

ARTICLE NO. 15 - HOLIDAYS

Section 1: Full-time 12-month Employees

Full-time 12-month employees shall be paid for the following holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day before or after Christmas
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

Section 2: Full-time 10-month Employees

(Teacher Aides and LPN's, see Section 3 below.) Full-time 10-month employees shall be paid for all of the above holidays except Independence Day.

Section 3: Full-time Teacher Aide and LPN

Full-time Teacher Aides and LPN's, entitled to benefits by definition, shall receive ten (10) paid holidays as identified on the annual office calendar, but will work the calendar of the district assigned. Also see Article 9, Section 3.

Section 4: Part-time Employees

Part-time employees, entitled to benefits by definition, shall receive the same paid holidays as identified in the office calendar provided the holiday falls on a day the part-time employee is scheduled for work.

Section 5: Saturday and Sunday Holidays

If a holiday falls on a Saturday then the holiday will be observed on Friday and if the holiday falls on a Sunday, then the holiday will be observed on Monday.

Section 6: Work on a Holiday

If an employee works on one (1) of the above listed holidays, such employee shall receive one and one half (1½) times his/her rate of pay for each hour worked plus his/her holiday pay.

Section 7: Compensatory Holidays

If a holiday(s) falls on a day off of the full-time employee, the employee shall receive a compensatory day(s) off at his/her choice in lieu of the holiday(s).

The employee shall receive their holiday pay in the pay period in which the holiday is observed.

Paid holidays in this Agreement are in addition to the workdays indicated in Article 9, Section 3.

Vacation benefits apply to 12-month employees and 10-month employees who work thirty-seven and one half (37½) hours per week. Vacation benefits do not apply to employees who work only during periods of student attendance.

Prior to any unit employee taking vacation, the employee must provide one (1) week's written notice to the Director or immediate supervisor of his/her intent to take such vacation time. If an emergency occurs, notice can be given with at least twenty-four (24) hours notice.

The amount of paid vacation an employee will receive is based upon July 1st as an anniversary date of service at this BOCES.

A. 12-month Employees:

1. **Accumulation** – Shall receive vacation with full pay in accordance with the following:
 - For the first year of employment, newly hired employees shall earn one (1) day of vacation for each full month of employment, up to a maximum of ten (10) days, to be credited on the next July 1st following employment. Thereafter, the full allotment shall be credited on July 1st of each year;
 - After one (1) full year of service - ten (10) days
 - After five (5) full years of service - fifteen (15) days
 - After nine (9) full years of services - sixteen (16) days
 - After ten (10) full years of service - seventeen (17) days
 - After eleven (11) full years of service - eighteen (18) days
 - After twelve (12) full years of service - nineteen (19) days

- After fourteen (14) full years of service - twenty (20) days
 - After twenty-four (24) full years of service - twenty-one (21) days
2. **Scheduling Vacation** – The scheduling of vacation shall be allowed at any time during the fiscal year, unless BOCES shows good and sufficient cause as to why the employee cannot take such vacation.
 3. **Carryover and Notice** – A maximum of five (5) days of vacation shall be allowed to carryover from year to year. Not later than May 31st BOCES agrees to notify those employees who are eligible to carryover vacation if it appears they may exceed the five (5) days accrual of the excess. Not later than June 15th said employee(s) shall notify BOCES that s/he wishes to liquidate those days in excess of five (5) days for cash. Not later than the last payday of June, BOCES agrees to pay the employee for any vacation accruals in excess of five (5) days.
- B. **Full-time 10-month Employees:** (excluding Teacher Aides, Nurses, and Cafeteria Manager)
1. **Accumulation** – 10-month employees shall receive vacation with full pay in accordance with the following:
 - For the first year of employment, newly hired employees shall earn one (1) day of vacation for each full month of employment, up to maximum of eight (8) days, to be credited on the next July 1st following employment. Thereafter, the full allotment shall be credited on July 1st of each year;
 - After one (1) full year of service - eight (8) days;
 - After five (5) full years of service - twelve (12) days.
 2. **Scheduling Vacation** – Employees shall be allowed to take vacation only during periods of school recess, unless approved in advance by the Supervisor.
 3. **Carryover** – There will be no carryover of vacation allowed.
- C. **Employees Hired Solely with Grants or External Funds** – Employees entitled to vacation time must use the vacation in the year in which it is earned or lose it, unless they have postponed the use at management’s request. In such case they shall use the vacation as soon as possible or be paid for the unused vacation time.

Section 5: Staffing Conflict Due to Vacation Request

If a staffing problem is determined by the Division Director to exist within a department, vacation preferences shall be given to the employee(s) with the most seniority. An employee with more seniority than another cannot use his/her seniority to bump a less senior person from scheduled vacation time if written application has already been submitted. If more than one (1) employee submits a vacation request on the same day, the employee with the most seniority shall

have preference. In any instance where vacation is denied, the affected employee shall then be allowed to select alternative vacation periods.

Section 6: Separation From Service

Upon death, retirement, or other type of separation from service, BOCES shall pay the employee, his/her beneficiary, or his/her estate for all unused vacation days earned in the previous fiscal year, as well as for all days earned in the fiscal year in which one (1) of the above events occur at the employee's current rate of pay. Persons leaving employment during the course of a year shall have their vacation time pro-rated to their last day of work.

Section 7: Reduction in Employment

In the event a 12-month position is reduced to a 10-month position, the employee shall have the option of being paid for any vacation time earned at the time of the reduction or using the remaining days.

ARTICLE NO. 17 – EMPLOYEE ASSISTANCE PLAN

BOCES will provide an Employee Assistance Plan. BOCES will pay the administrative/premium costs for this plan. Referrals to professional providers outside of the Employee Assistance Program are not covered by the plan and such costs would be the sole responsibility of the employee.

ARTICLE NO. 18 – FLEX PLAN

Section 1: IRS 125 Plan

BOCES will establish an IRS 125 Plan for members. BOCES will pay administrative costs, and any money left at the end of the year will be applied to paying the administrative fee for the next year. Such Plan shall have four (4) types of accounts: Medical Premium, Unreimbursed Medical, Optical, Dental, Dependent Care, and Qualified Insurance Premium. In the Unreimbursed Account, unit members with at least one (1) year of service but less than three (3) years of service can contribute up to five hundred dollars (\$500) per year; unit members with three (3) or more years up to two thousand dollars (\$2,000) per year toward health care. In the Dependent Care Account, the limit is to be five thousand dollars (\$5,000) per year for any member. The Plan year will begin on October 1st each year.

Section 2: Open Enrollment

August 15th through September 15th, shall be established as the open enrollment period for the Flex Benefit Plan (IRS 125) each school year. The unit member may elect or change their contribution to the Flex Benefit Plan once each year during the open enrollment period. Once

elected, options may not be changed during the plan year except in the case of marriage, divorce, birth or adoption of a child, or death. Verification of change may be requested by BOCES.

ARTICLE NO. 19 - JOB-RELATED COURSES

Section 1: Approval/Total Funding/Cost Reimbursement

Effective July 1, 2021, BOCES will pay seventy-five percent (75%) of the cost of tuition, books, and lab fees of job-related courses taken by employees which are not reimbursed by grants or other outside sources and which improve their job skills. Prior approval must be granted, in writing, by the Division Assistant Superintendent / Director. A grade of C or better must be attained at the completion of the course. In any one (1) fiscal year BOCES will not be obligated to expend a total sum for job-related coursework in excess of five thousand dollars (\$5,000). No more than one thousand two hundred and fifty dollars (\$1,250) will be approved for an individual in one (1) fiscal year (July 1st to June 30th). Coursework for a certification or license that is required to remain employed shall not be reimbursable. Requests for coursework reimbursement will only be considered for the next semester or term. Reimbursement of coursework will be offered on a first come first served basis. The employee must provide a receipt for payment of tuition and a final transcript of the final grade for reimbursement. No unused portion of the five thousand dollars (\$5,000) annual allowance is to accrue from year to year. An annual accounting will be rendered to the Association upon request.

Section 2: Adult Education Classes

BOCES agrees that any of its employees covered by this Agreement shall be eligible to enroll in BOCES Work Force Development classes. An eligible employee must identify him/herself as a BOCES employee at the time of registration and pay the cost of the program upfront. Upon successful completion of the program, where minimum enrollment has been met without including BOCES employees, an eligible member will be reimbursed for forty percent (40%) of the registration cost. All supply costs are to be borne by the employee.

ARTICLE NO. 20 - MEAL ALLOWANCE, MILEAGE, AND PROTECTIVE CLOTHING

Section 1: Meal Allowance

An employee who is required to travel in connection with his or her employment shall be reimbursed for meals if the employee is required to travel outside of the BOCES service area. Reimbursement will be based on Board policy.

Section 2: Mileage

All BOCES personnel covered by this Agreement shall be paid the IRS allowable rate per mile on all authorized business for BOCES. Rate changes will become effective within thirty (30) days of notification by the IRS. No retroactive adjustments will be made. The mileage

allowance will not apply to Superintendent's Conference Days including Opening Day. Travel outside of the BOCES service area will be by BOCES vehicle, when available.

Section 3: Protective Clothing

BOCES will provide protective clothing where necessary, based on the employees' job duties. Issue of whether clothing is necessary will be decided through Liaison Committee.

Section 4: Personal Property

BOCES will reimburse for replacement costs of personal property (clothing or eye wear) damaged in the course of the employee's job duties based on submission of the damaged item, replacement receipt and incident report.

ARTICLE NO. 21 - PERSONNEL FILES

Section 1: File Contents

No material related to an employee's conduct, performance, character or personality, which is derogatory in nature, shall be placed in the personnel file of an employee without notification to the employee. The employee shall receive a copy of any material of this nature prior to the original being placed in his/her file, the original shall be signed by the employee and such signature indicates only that the employee has read the material. The employee has the right to submit an answer to such material within fifteen (15) days, and to have it attached to the original document to which it responds. Administrators shall have discretion to place information of a positive nature indicating special competence, achievements, performance or contributions in such file. Employees will be permitted to submit such material to their Supervisors for placement in their files and shall be denied this right only if such material is excessively voluminous and is not relevant to their training or position. Employees may receive a copy of his/her personnel file until the effective date of his/her termination or resignation.

Section 2: Refusal to Sign Documents

If an employee refuses to sign such material, BOCES has the right to have a witness sign such material indicating that the employee has seen such material and refused to sign. Following the signature of the witness, the material will be placed in the employee's file.

Section 3: Review of Personnel File

An employee shall have the opportunity to review their personnel file in the presence of an appropriate District official upon two (2) day's notice. An employee, while inspecting their file, may be accompanied by an Association representative. The employee may request a copy of any material in their file. This shall not include information placed in the employee's file concerning recommendations for employment from agencies or persons outside of BOCES for which BOCES has agreed to maintain confidentiality.

Section 4: File Location

BOCES agrees that there shall be only one (1) official personnel file, which will be located in the Central Office and accessed through the Personnel Office.

ARTICLE NO. 22 – EVALUATIONS

Employees shall be evaluated twice yearly for their first three (3) years of employment. Thereafter, evaluations shall be completed at least once per year. If more than one (1) evaluation is necessary in any year after the first three (3) years, then these subsequent evaluations will be completed by the administrative supervisor. Any concerns should be brought up as they occur by the supervisor and/or teacher so that problems can be corrected before the evaluation. An employee may request additional evaluations for the purpose of improvement of performance.

ARTICLE NO. 23 - GRIEVANCE PROCEDURE

Section 1: Definitions

- A. **Employee** shall mean any employee or group of employees in the negotiating unit or the Union.
- B. **Chief School Officer** shall mean the District Superintendent or his/her designee.
- C. **Immediate Supervisor** shall mean the employee's Director, Program Manager, Special Education Supervisor, Principal, or Staff Specialist.
- D. **Representative** shall mean the person or persons designated by the Union on behalf of the grievied employee.
- E. **Grievance** shall mean any violation, misinterpretation or misapplication of any provision of this Agreement.
- F. **Decision** shall mean the determination or report made by an immediate Supervisor, Director, Chief School Officer, Board of Education of BOCES or arbitrator after the Grievance is heard or submitted as provided by this procedure.
- G. **Days** shall mean all days other than Saturdays, Sundays or holidays. Saturdays, Sundays and holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.
- H. **Board** shall mean the legislative body of the BOCES District.
- I. **A Written Grievance** shall be a form containing the following information (Appendix D):
 - 1. The name of the employee and position

2. The date when and place where the alleged events occurred if known
3. A general statement of the Grievance
4. Redress sought by the employee
5. The specific provision or provisions violated by BOCES
6. Designated representative(s) of the employee

Section 2: Interference/Coercion/Reprisal

No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or any member of the administration against the aggrieved party, any representative, or any other participant in a grievance procedure by reason of such grievance or participation therein.

Section 3: Procedure Stages

A. First Stage:

- (a) Within thirty (30) days of the time the employee knew or should have known that a Grievance has occurred, such employee will discuss it with his/her immediate Supervisor either directly or through a representative with the objective of resolving the matter informally. The Supervisor will confer with all parties in interest and shall make such investigation as deemed appropriate.
- (b) If the Grievance is not resolved informally, it shall be reduced to writing and presented to the appropriate Director within five (5) days. Within ten (10) days after the written Grievance has been presented to him/her, the Director shall make his/her Decision in writing and send such Decision to the employee presenting the Grievance and his representative, if any.
- (c) If in the judgment of the Association, a Grievance affects a group or class of employees, the Association may submit such Grievance, in writing, within thirty (30) days to the Director and the processing of such Grievance shall commence at that level. The Association shall have the exclusive right to pursue and initiate such Grievance.

B. Second Stage: If the employee/Association is not satisfied with the decision of the Director, the Association may appeal the written Grievance to the Chief School Officer for his/her review and determination of such Grievance within ten (10) days of the decision at the first stage. A copy of the written Grievance shall be sent to the Director. Within ten (10) days of the appeal, the Chief School Officer or his/her designee shall hold a hearing with the employee and his/her representative and all other parties in interest. The Chief School Officer or his/her designee shall render a decision in writing to the employee and his/her representative within ten (10) days after conclusion of the hearing.

C. Third Stage: If the Association is not satisfied with the decision of the Chief School Officer, the Association may appeal the Grievance to the Board for its review and determination within ten (10) days of the receipt of the decision at the second stage.

The written Grievance shall contain the same information as the Association provided to the Chief School Officer. A copy of the written Grievance shall be sent to the Chief School Officer.

The Board or a committee of Board members (no less than four (4)) shall hold a hearing within thirty (30) days of receipt of the written Grievance. The Board shall render a decision at the next regularly scheduled Board meeting following the hearing and transmit that decision to the employee and/or his/her representative.

- D. **Fourth Stage:** If the Association is not satisfied with the decision of the Board, the Association shall be allowed to submit the Grievance to final and binding Arbitration by written notice to the Board Clerk within fifteen (15) days of the decision at Stage Three. The Notice for Arbitration shall comply with CPLR Section 7503 (c) requirements. Within five (5) days after such written request is submitted to the Board Clerk, the Association will request a list of Arbitrators from the American Arbitration Association. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an Arbitrator.

The selected Arbitrator will hear the matter promptly and will issue his/her Decision not later than thirty (30) days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The Arbitrator's Decision shall be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues. The cost of the Arbitrator shall be borne equally by both parties.

The Arbitrator shall have no power to make any Decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement and the Arbitrator is prohibited from adding to or changing this Agreement.

The Arbitrator's award and Decision shall be final and binding on all parties.

Section 4: Basic Principles

- A. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a Grievance at the earliest possible stage is encouraged.
- B. An employee shall have the right to present Grievances in accordance with these procedures free from coercion, interference, restraint, discrimination or reprisal or loss of pay or leave credits.
- C. An employee shall have the right to be represented by the Association at any stage of the procedure, but no other employee organization may institute a Grievance or represent an employee in the processing of a Grievance. If the Association does not act as the

representative of the employee, its representative shall be notified of all proceedings, allowed entrance to all such proceedings and shall be sent all decisions.

- D. Each party to a Grievance shall have access at reasonable times to all written statements and records pertaining to such Grievance.
- E. All hearings are confidential.
- F. Since it is important to good relationships that Grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limitations specified herein for either party may only be extended by mutual agreement in writing and it is understood and agreed between BOCES and the Association that time is of the essence and strict compliance with the time limitations for performance of BOCES or the Association as stated herein must be satisfied or the particular Grievance shall be deemed waived at any stage of the Grievance procedure and/or granted as the case may be. The Grievance shall not be considered denied or waived due to failure of the Arbitrator to perform within the time limitations herein stated.
- G. Both the Association and BOCES agree to use reasonable effort to conduct Association affairs or process and investigate Grievances of second shift employees during first shift working hours thereby not requiring second shift employees to be absent from the second shift assigned duties.
- H. Both the Association and BOCES agree to use reasonable effort to conduct Association affairs or process and investigate Grievances of first shift employees during periods outside of the normal working hours.

ARTICLE NO. 24 - EMPLOYEE RIGHTS

Any full-time employee who has reached a five (5) year anniversary with BOCES, or any part-time employee who has been regularly scheduled to work at least twenty (20) hours or more per week for at least five (5) years, who is terminated by BOCES for any reason other than abolishment of positions or reduction of staff shall be afforded the same rights as a noncompetitive class employee under Section 75 and 76 of the Civil Service Law, as amended, under like circumstance.

ARTICLE NO. 25 – EMPLOYEE RECOGNITION EVENT(S)

BOCES and the Association agree that employee recognition event(s) will be held each year to honor retirees and recognize employee service with BOCES. These may include food and token service awards provided by BOCES and/or the Association.

ARTICLE NO. 26 - LIAISON COMMITTEE

A Liaison Committee made up of the Association President, a BESPA representative from each center and a teacher aide, along with the BOCES Personnel Manager and at least one (1) administrative designee, plus optional members as needed, shall meet to discuss employee concerns. The Committee will meet monthly during the school year, but meetings may be cancelled by agreement of both BESPA and the administration.

ARTICLE NO. 27 - SAVINGS CLAUSE

Section 1: Article Violation of Law

If any Article or part thereof of this Agreement or any addition thereto should be decided as in violation of any Federal, State or Local Law, or if adherence to or enforcement of any Article or part thereof should be restrained by a Court of Law, the remaining Articles of the Agreement or any addition thereto shall not be affected.

Section 2: Negotiation of an Article Violation of Law

If a determination or decision is made as per Section 1 of this Article, the original parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such Article or part thereof.

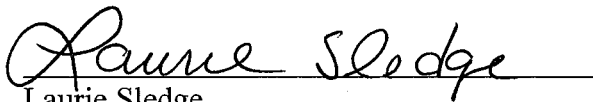
ARTICLE NO. 28 - LEGISLATIVE PROVISION

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 providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

ARTICLE NO. 29 – DURATION

THE DURATION OF THIS CONTRACT SHALL BE FOR A PERIOD FROM JULY 1, 2021, THROUGH JUNE 30, 2024. IT IS AGREED THAT NEGOTIATIONS SHALL NOT BE REOPENED UNLESS AS PROVIDED IN THIS AGREEMENT UNDER A SPECIFIC ARTICLE FOR ANY PURPOSE.

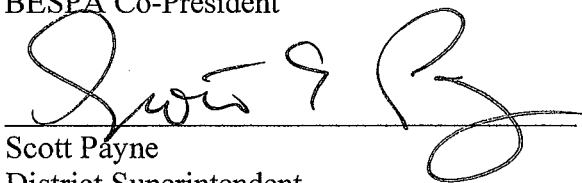
IN WITNESS WHEREOF, the parties of this Agreement have caused this Agreement to be executed on the 2nd day of December, 2021 with its effective date July 1, 2021



Laurie Sledge
BESPA Co-President



Anne Raymond
BESPA Co-President



Scott Payne
District Superintendent

APPENDIX A - LAYOFF UNIT FOR ARTICLE NO. 8

Employees as provided in Article No. 8 of this Agreement may exercise seniority and/or title seniority bumping, layoff or recall rights based upon the employee's position as follows:

1. Special Education Teacher Aides.
2. Occupational Education Teacher Aides.

If the unit member had prior experience in another category the unit member may be allowed to bump into that category in the event of a layoff. This subparagraph shall only apply to the teacher aides in the Occupational Education Division and will not apply to any teacher aides in the Special Education Division.

3. The following positions may utilize seniority rights for bumping, recall, and layoff as follows:
 - a) Senior Maintenance Mechanic may exercise such rights into the lower positions b-d below.
 - b) Maintenance Mechanic may exercise rights into the lower positions at c-d below.
 - c) Maintenance worker may exercise rights into the lower positions at d below.
 - d) Cleaner may not exercise any seniority rights into any other titled position but may only exercise title seniority rights.
4. All other noncompetitive positions may exercise title seniority only.

APPENDIX B - RETIREE HEALTH INSURANCE (ARTICLE NO. 13)

Years of Service.			20		21		22		23		24		25		26		27		28		29		30
Age	Option	%	yrs	%	yrs	%	yrs	%	yrs	%	yrs	%	yrs	%	yrs	%	yrs	%	yrs	%	yrs	%	yrs
55	1	40%	10	41%	10	42%	10	43%	10	44%	10	45%	10	46%	10	47%	10	48%	10	49%	10	50%	10
	2-N/A																						
56	1	40%	9	41%	9	42%	9	43%	9	44%	9	45%	9	46%	9	47%	9	48%	9	49%	9	50%	9
	2	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10
57	1	40%	8	41%	8	42%	8	43%	8	44%	8	45%	8	46%	8	47%	8	48%	8	49%	8	50%	8
	2	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10
58	1	40%	7	41%	7	42%	7	43%	7	44%	7	45%	7	46%	7	47%	7	48%	7	49%	7	50%	7
	2	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10
59	1	40%	6	41%	6	42%	6	43%	6	44%	6	45%	6	46%	6	47%	6	48%	6	49%	6	50%	6
	2	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10
60	1	40%	5	41%	5	42%	5	43%	5	44%	5	45%	5	46%	5	47%	5	48%	5	49%	5	50%	5
	2	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10
61	1	40%	4	41%	4	42%	4	43%	4	44%	4	45%	4	46%	4	47%	4	48%	4	49%	4	50%	4
	2	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10
62	1	40%	3	41%	3	42%	3	43%	3	44%	3	45%	3	46%	3	47%	3	48%	3	49%	3	50%	3
	2	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10
63	1	40%	2	41%	2	42%	2	43%	2	44%	2	45%	2	46%	2	47%	2	48%	2	49%	2	50%	2
	2	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10
64	1	40%	1	41%	1	42%	1	43%	1	44%	1	45%	1	46%	1	47%	1	48%	1	49%	1	50%	1
	2	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10
65	1-N/A																						
	2	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10

% = BOCES CONTRIBUTION

Hiring Date to Qualify – Unit members hired on or before
October 1, 1989 will be eligible for this benefit.

APPENDIX C - SALARY SCHEDULE

BESPA SALARY SCHEDULE

2021 - 2022

	<u>Annual Salary (1,950 hours)</u>	<u>Hourly Rates (Effec. 07/01/21)</u>
<u>GROUP 1 - AIDES</u>		
Educational Material Aide	\$29,250	\$15.00
Teacher Aide *	\$29,250	\$15.00
<u>GROUP 2 - CLERICAL</u>		
Reception Clerk	\$29,250	\$15.00
Keyboard Specialist	\$29,250	\$15.00
Data Entry Operator	\$38,181	\$19.58
<u>GROUP 3 - MAINTENANCE/OPERATIONS</u>		
Cleaner	\$29,250	\$15.00
Maintenance Worker	\$36,340	\$18.64
Maintenance Mechanic	\$42,938	\$22.02
Senior Maintenance Mechanic	\$57,148	\$29.31
<u>GROUP 4 - TECHNOLOGY</u>		
ETV Operator	\$29,250	\$15.00
Digital Printing Technician Assistant	\$31,841	\$16.33
Microcomputer Specialist	\$34,029	\$17.45
Data Integration Technician	\$38,181	\$19.58
Digital Resources Support Specialist	\$38,181	\$19.58
Distance Learning Tech & Support Specialist	\$38,181	\$19.58
Digital Project Assistant	\$38,181	\$19.58
Electronic Equipment Technician	\$38,181	\$19.58
Information Technology Specialist	\$38,181	\$19.58
Technical Support Specialist	\$38,181	\$19.58
Digital Printing Technician	\$42,774	\$21.94
Marketing, Brand & Communication Specialist	\$46,416	\$23.80
Programmer/Web Designer	\$46,416	\$23.80
Sr. Electronic Equipment Technician	\$46,416	\$23.80
<u>GROUP 5 - MISC. UNRANKED</u>		
Behavior Technician	\$35,978	\$18.45
Driver Courier	\$29,250	\$15.00
Graphic Artist	\$42,774	\$21.94
Records/Receiving Clerk	\$33,298	\$17.08
School Nurse - LPN	\$34,684	\$17.79
Safety Technician	\$38,181	\$19.58

*Teacher Aides required to know and use second language in their assignment shall be paid an additional \$0.75 per hour.

Salaries represent 12 months and shall be prorated for less than 12 months and/or less than 37.5 hours per week.

To convert salaries to an hourly rate, divide 12-month salary by 1,950 hours (260 days @ 7.5 hours per day = 1,950).

To convert 12-month salary to 10-month FT (37.5 hours per week), divide 12-month salary by 12, multiply by 10.

For 10-month hourly rate, divide by 1,650 hours (220 days @ 7.5 hours per day = 1,650).

Teacher Aides/School Nurses work 180 days per year.

BOE Approved 9/1/21

APPENDIX D - GRIEVANCE FORM

- (1) Employee's Name: _____.
- Employee's Position: _____.
- (2) I discussed this Grievance with (Immediate Supervisor's Name):
_____ on (date): _____.
- (3) Give brief statement of facts of the incident which gave rise to
the Grievance: _____

_____. This took place on (date): _____.
- (4) I believe that incident violates paragraph(s) of the Agreement:
_____.
- (5) To correct this situation, I ask the District to do the following:

_____.
- (6) My designated representative is: _____.

Employee's Signature: _____

Date submitted Stage One: _____

Date submitted Stage Two: _____

Date submitted Stage Three: _____