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GEN 16592

AGREEMENT

between

THE DISTRICT SUPERINTENDENT

of the

BOARD OF COOPERATIVE EDUCATIONAL SERVICES

Sole Supervisory District

Broome-Tioga Counties

and the

BOCES SUPPORT SERVICES ASSOCIATION

7/1 6/30
2006-2009

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ARTICLE 1 - RECOGNITION

Section 1 - Recognition

The Board of Cooperative Educational Services, Sole Supervisory District recognizes the BOCES Support Services Association, hereinafter referred to as the Association, as the sole and exclusive negotiating representative for all employees in the defined bargaining unit as described in Article 2 of this Agreement. The BOCES will not negotiate or meet with any other employee Association in the determination of rates, wages, salaries, hours of work, fringe benefits or any other terms and conditions of employment for the administration of grievances and disputes arising thereunder. The BOCES and the Association agree, pursuant to Section 208 of the Civil Service Law, that the Association shall have unchallenged representation status.

Section 2 - No Strike

The Association affirms that it does not assert the right to strike against the Board of Cooperative Educational Services, Sole Supervisory District and it shall not cause, instigate, encourage or condone a strike.

Section 3 - Board Agenda and Minutes

A copy of all Board Meeting Agendas, Addenda (of a non-confidential nature) and meeting minutes shall be sent to the Association President as soon as they become available.

ARTICLE 2 - COLLECTIVE BARGAINING UNIT

For the purpose of this Agreement, the term "Employee(s)" shall mean non-teaching personnel who are employed 20 hours or more per week on a 10-months or more basis. Excluded are those employees currently represented by another bargaining unit, as well as administrative, managerial, and confidential employees.

ARTICLE 3 - DUES AND DEDUCTION CHECKOFF

Section 1 - Membership Authorization

The BOCES will deduct membership dues from wages upon written authorization from each employee and remit the same to the Association. The Association will have exclusive payroll dues deduction privileges throughout the unchallenged representation period.

Section 2 - Bargaining Unit Member List

Upon request, the Association shall be provided on a quarterly basis, the names and addresses of all employees working or receiving benefits under the defined bargaining unit and shall receive information concerning any changes of such as they occur.

Section 3 - Annual Dues

The total amount of annual dues for the Association shall be deducted in no more than twenty (20) equal installments beginning on the first (1) scheduled pay period in each September and shall continue until termination by an employee. In the event a bargaining unit member commences employment after the first (1) pay period, his/her dues shall be deducted in equal payments not to exceed twenty (20). Bargaining unit members employed for the full year shall be responsible for a full year's dues.

The total amount of accumulated dues deducted shall be transmitted to the Association immediately following each pay period. Each payment shall include a list of employees' names and the amount deducted. Additions or deletions from said list will be noted in each payment as they occur.

The Association shall give the Superintendent at least thirty (30) days written notice prior to the effective date of a change in the amount of annual dues and the dues deduction installment rate shall be changed on the first (1) pay period following said effective date.

Section 4 - Withdrawal Authorization

The Business Office shall notify the Association within ten (10) days should it receive a withdrawal of authorization from a bargaining unit member.

ARTICLE 4 - PAYROLL DEDUCTIONS

The Board shall authorize deductions from payments to any of the banks or credit unions to which BOCES subscribes and to any new banks or credit unions that do not charge a direct deposit fee.

ARTICLE 5 - LEGISLATIVE ACTION

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

ARTICLE 6 - JOINT COMMITTEES

Section 1 - Liaison

The parties, in order to encourage the greatest degree of cooperation among their respective representatives and among the employees through a full understanding of the respective rights and responsibilities of the Superintendent and the Association, agree that the Superintendent and the Association will each designate three (3) representatives who shall confer, at the request of either party, at mutually convenient times during the term of this Agreement. These conferences shall be held to discuss the administration of this Agreement. These conferences shall not involve any collective bargaining negotiations, nor shall the representatives of the parties modify this Agreement or detract from any of its provisions.

ARTICLE 7 - ASSOCIATION RIGHTS

Section 1 - Facilities Usage

The Association shall have the right to use the BOCES bulletin boards, non-computerized mail services and, upon prior request, meeting rooms on a space-available, no-cost basis. It is understood that these facilities are not to be used for local, state or federal political activities or purposes.

Section 2 - Agreement Copies

Copies of this Agreement will be provided for the bargaining unit members by the Association.

Section 3 - Job Description

Job description and salary ranges shall be furnished to all employees of the Association bargaining unit. These job descriptions will be reviewed with employees annually, and no modifications shall be made without prior consultation with the Association and the employees concerned. Should the job descriptions be modified, the BOCES shall notify the Association within ten (10) days of such modification. Should either the BOCES or the Association determine the modification(s) significantly changes the job description, either party may request an immediate review of the modified description by the local Civil Service agent. If the determination of Civil Service is that the modified description changes the job title, the BOCES and the Association shall, within ten (10) days of such notification from Civil Service, begin negotiations regarding the rate of pay for the new position. All rules and regulations of Civil Service shall apply in the filling of such position. Ten (10) working days prior notification shall be provided to the BOCES. Whenever the BOCES creates a new position for which there is no listed title, the Association will be notified within five (5) working days of the posting of said position and negotiations will commence to establish a salary for that position.

Section 4 - Association Business

The Association shall be granted a maximum of five (5) paid days per year of authorized absence to attend to Association business. Employees using these days shall be selected by the Association President.

Section 5 - Notification of Discipline

The Association will be notified when there is to be a meeting which involves the disciplining of any employee. Discipline is defined as when a formal reprimand for the personnel file is expected.

Section 6 - New Hires

The BOCES will provide the Association president the names of each newly hired bargaining unit member. The BOCES shall provide said new hire with a copy of this agreement.

ARTICLE 8 - MANAGEMENT RIGHTS

Subject only to any limitations stated in this Agreement, the Association recognizes that the BOCES retains the exclusive right to manage its educational operation/facilities. This right includes the right to discipline, suspend or discharge employees; to determine the qualifications of employees; to observe and evaluate an employee's job performance and to apply disciplinary action to ensure a full day's work for a fair day's wage; and to require employees to observe reasonable BOCES rules and regulations presently in effect and/or to be put into effect, provided they are not in violation with the provisions of this Agreement.

The matters referred to in this provision are subject to the grievance and arbitration procedure, provided there is an alleged direct violation of an express provision of the specific language in the Agreement regarding the matter grieved.

ARTICLE 9 - CLASSIFICATION OF PERSONNEL BY WORK SCHEDULE

Section 1 - Work Hours

Class A -- Secretarial, Clerical

Work Schedule: 12 months

39-hour work week

7.80 hours per day

5-day week, Monday through Friday.

The workday will be defined by the immediate supervisor.

New employees appointed subsequent to 7/1/72 may be required to work other than Monday through Friday, but shall have two (2) consecutive days off per regularly scheduled seven (7) day work week.

Class B -- Operations and Maintenance Personnel

Work Schedule: 12 months

40-hour work week

8 hours per day

5-day week with two (2) consecutive days off in each seven (7) days.

The workday will be defined by the immediate supervisor.

Class C - Regular positions which are fewer than Class A or Class B work schedules, 20 hours or more per week:

Salary and benefits will be prorated accordingly.

Where possible, BOCES will provide 48 hours notice to employees who are going to be transferred to a different shift for a short term. Ten (10) days advance notice will be given to employees who are scheduled for a long-range transfer.

Section 2 - Lunch Period

Each unit member shall receive a daily one-half (½) hour duty free lunch. Lunch may be increased to one (1) hour with mutual agreement between unit member and immediate supervisor.

Section 3 - Extension of Work Hours

The above scheduled working hours are subject to extension when the organizational needs so require, such as, emergencies and special circumstances. Wherever possible, 24 hours notice will be given.

Section 4 -Compensatory Time

The use of compensatory time in lieu of overtime is agreed to issuance and accrual of compensatory time will be in accordance with applicable Federal and/or State law. Requests to accrue or use accrued compensatory time must be approved in advance by the employee's immediate manager. Compensatory time will be issued at time and ½ as long as the FLSA (Fair Labor Standards Act) requires it.

Section 5 - Overtime

- a. At the direction of the immediate supervisor, each unit member that works more than 8 hours in a workday or 40 hours in a calendar week shall be paid one and one-half times their regular hourly rate for all such additional time.
- b. Each time a unit member is called in to work on his/her day off, he/she will be guaranteed at least three (3) hours pay at the overtime rate.

Section 6 - Work on a Holiday

When it is necessary for an employee to work on a holiday, he/she will be paid for said holiday in addition to his/her regular salary.

ARTICLE 10 - SALARIES

Section 1 - Increases

Returning bargaining unit members shall have their salaries increased each year as follows:

2006-2007	4.4 % increase over the 6/30/06 salary
2007-2008	4.2 % increase over the 6/30/07 salary
2008-2009	4.0 % over the 6/30/08 salary.

- 1. Titles that have an entry level designation (I), to promote to the next higher level i.e., I to II to III, salary increases shall be the difference between the entry-level salary of the old grade and the entry-level salary of the new grade within the same title. The following factors will be considered by Management for purposes of promotional increase.
 - 1. Civil Service eligibility.
 - 2. Ability to perform the work.
 - 3. Past and present job performance.
- 2. The stipend for the title "Lead" shall be \$750 to \$1250. This is a stipend for supervisory duties and does not become a permanent part of salary. In the event supervision is no longer part of the person's responsibilities, the stipend will be removed from salary. The size of the stipend will be determined by the scope of responsibilities, accountability, and authority required. Stipends will be recommended by the manager developing the title.

Final approval for these stipends will rest in the hands of the Superintendent. Determination of the position title "Lead" is the sole prerogative of the Superintendent.

In the event that there is a disagreement with the Superintendent's decision on a particular stipend, the BSSA President will meet with the Superintendent or his designee to negotiate a satisfactory solution.

Positions which carry the Civil Service title "Senior", which include supervision, already have extra dollars built into the starting salary, and therefore no stipend for "Lead" will be paid. However, positions which carry the Civil Service title "Senior" which include supervision of others in the same "Senior" Civil Service title will be eligible for the stipend.

Section 2 - Shift Differential

1. All bargaining unit members will be assigned to a BOCES primary shift schedule. When a unit member's shift start time varies from the primary shift schedule the majority of the working hours with respect to the primary shift schedule will determine the shift assignment and the shift differential pay.

Primary shift start times are as follows:

First Shift	7:30 am
Second Shift	3:30 p.m.
Third Shift	11:30 p.m.

2. Unit members will be paid shift differential based on the most recent shift assignment found on the Employee Action Form. Manager's/Supervisor's authorize shift assignments, changes in shift assignments and shift differential by submitting an Employee Action Form.
3. When either accommodating an employee request or responding to a management need, start times may be varied without changing the shift differential pay as long as the majority of hours worked remain in the assigned primary shift.
4. Second shift differential pay shall be 4% of base.
Third shift differential pay shall be 5 % of base.

This differential will not apply to the following situations:

1. Vacation or leave days

Section 3 - Salary Ranges

Salary ranges indicated in the Appendix represent minimum salaries paid personnel in Class A and B positions. All employees will receive the appropriate negotiated salary increases regardless of the maximum salary range for their title.

Section 4 - Right to Hire

The BOCES retains the right to hire employees within the prescribed salary range based upon the individual's personal qualifications, prior experience and technical/vocational background.

ARTICLE 11 - HOLIDAYS

Section 1 - Holidays

Employees in Classes A and B shall be given 13 holidays as days off with pay for any of the following holidays taken during a month for which the employee is contracted to work. Holidays will be prorated for Class C employees, consistent with Article 10, section 1.

Independence Day	2 days at Christmas as observed by school operation
Labor Day	New Year's Day
Veterans' Day	Martin Luther King, Jr's birthday
Columbus Day	Presidents' Day
Thanksgiving Day	Good Friday
Friday immediately following Thanksgiving Day	Memorial Day

ARTICLE 12 - VACATIONS

Section 1 - Vacation Schedule for Bargaining Unit Members

1. All Bargaining Unit Members will be eligible, during the second fiscal year, for a prorated number of vacation days. The proration shall be one (1) day per month to a maximum of ten (10) days.
2. During the 3rd, 4th and 5th fiscal years of continuous service, the employee is eligible for ten (10) days of vacation.
3. The following eligibility schedule will prevail throughout the pattern of continuous employment:
 - 11 days during the 6th fiscal year
 - 12 days during the 7th fiscal year
 - 13 days during the 8th fiscal year
 - 14 days during the 9th fiscal year
 - 15 days during the 10th fiscal year
 - 16 days during the 11th fiscal year
 - 17 days during the 12th fiscal year
 - 18 days during the 13th fiscal year
 - 19 days during the 14th fiscal year
 - 20 days during the 15th fiscal year (and succeeding years)
4. All Unit members may carry a maximum of ten (10) vacation days over into the next fiscal year.

Section 3 - Requests for Vacation

Any requests for vacation of four (4) or more consecutive days, submitted before April 1, will be evaluated on the basis of seniority, subject to the needs of the organization.

All other vacation requests will be scheduled subject to the needs of the organization.

Response to vacation requests, by Division Director, will be provided to the unit member as soon as possible, and no later than ten (10) business days after receipt.

ARTICLE 13 - ABSENCES AND LEAVES

Section 1 - Leave Usage

All leaves will be available at the beginning of the fiscal year or at the beginning of employment with the anticipation that employee works the full fiscal year. If an employee leaves the BOCES organization midyear, a proration of leaves effective the last day worked will be calculated. In the event that an over usage of the prorated amount of leave exists, the appropriate amount will be deducted from the employee's final paycheck to compensate for the over usage.

All leaves shall be calculated in 1/4, 1/2, 3/4 or full days, or in hours if official leave calendar is calculated in hours.

Section 2 - Sick Leave

- a. At the beginning of each fiscal year, all returning regular bargaining unit members shall be credited with fifteen days* of sick leave. Newly hired unit members that start work after July 1, will receive one and one-quarter**(1 1/4) sick leave days at the completion of each calendar month worked during the remainder of the fiscal year.

*10 month - 12 1/2 days

**10 month - 1.25 day/month

- b. Sick leave that is not used during the year shall be cumulative to a maximum of 260 days.
- c. When a bargaining unit member is absent on paid sick leave, the unit member shall be paid at the regular rate for all the straight-time hours that would have been scheduled on that day.
- d. If a bargaining unit member is laid off because of a reduction in force and is rehired within six months, the sick leave which had been accumulated at the time of layoff shall be restored.
- e. A physician's statement evidencing the illness of the unit member may be required by the Superintendent if absence due to illness extends to three (3) or more consecutive days.
- f. All unit members are required to call their immediate supervisor in the event they are to be absent due to personal or family illness. Failure to notify the BOCES prior to sick leave absence may result in loss of pay.
- g. The express purpose of this provision is to allow for paid absence from work in the event of illness. The BOCES reserves the right to discipline and/or deny leave to any member who abuses sick leave.
- h. Eight days of each unit member's sick accumulation may be used for illness of an immediate family member. Immediate family shall be defined as: spouse, son, daughter, mother, father or member of the household.

Section 3 - On the Job Injuries

- a. Unit members injured on the job may be eligible for Worker's Compensation. When a bargaining unit member is injured on the job it will be his/her responsibility to make a complete report, as soon as practicable, to his/her supervisor and submit an accident report to the Worker's Compensation representative within 24 hours, or as soon as practicable, of the injury.
- b. Unit members absent due to job-related injury or assault will use accumulated sick leave days throughout such absence. When settlement is made, the BOCES will be reimbursed by the unit member or the Worker's Compensation insurance carrier at which time sick leave used will be restored by the BOCES using a pro-rated per day calculation.

- c. Unit members that (1.) have no accumulated sick days, or (2.) exhaust their sick leave accumulation prior to full recovery will be entitled to payment as per the terms of the current Workers' Compensation agreement, subject to amendments in the law.

Section 4 - Personal Business Leave

All personnel shall receive 3 personal business days per year (consistent with Article 9).

Whenever possible, personal leave shall be requested two (2) days in advance. Personal leave shall be available upon prior notice to the immediate Supervisor.

Personal leave is not intended as an extension of a vacation period or for personal profit, recreation or conveniences. Employees should attempt to make medical and dental appointments after the workday or as close to the end of the workday as possible in order to minimize time lost.

Unused Personal Leave shall be added to sick leave accumulation at the beginning of the next fiscal year.

Section 5 - Parental Leave

Up to twelve (12) weeks unpaid leave directly after the birth or adoption of a child will be granted for either parent. Employee shall provide one (1) month's notice prior to the end of the leave of his/her intent to return to or resign from the position.

It is understood that, if at any time prior to or after an employee's parental leave, the employee is unable to perform duties with the BOCES due to illness or disability resulting from the pregnancy/childbirth, the employee may utilize sick leave pursuant to Article 13, Section 2.

The BOCES shall advise any bargaining unit member requesting said leave that accumulated sick leave may be taken prior to taking an unpaid leave. Employees wishing to use extended sick leave must submit a physician's statement of disability.

Section 6 - Emergency Leave

All personnel shall receive 5 emergency leave days per any one occurrence (prorated consistent with Article 9).

Emergency leave shall be available, subject to approval of the Superintendent, for death or critical illness in the immediate family. The term, "immediate family" shall mean parents, spouse, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, or person living in the same household. Absence for these reasons shall not exceed ten (10) days in a school year.

Employees are responsible to inform their immediate supervisor of the need to invoke this emergency leave clause. Failure to inform an Employee's supervisor will result in a loss of the leave.

In the event that an employee has no emergency days left, the Superintendent of BOCES, upon written request from the employee, may grant permission to use accumulated sick leave time for death or illness in the immediate family.

Section 7 - Jury Duty

All employees covered by this Agreement shall be granted a leave of absence for any scheduled workday on which they are required to report for jury duty or to respond to a subpoena for court appearance not involving the member as a party in the proceedings. For such leave, employees shall be paid their regular pay less any compensation they receive for jury duty except for travel pay. If the employee works the 1st shift, and is released from jury duty three (3) or more hours prior to the end of his/her regular workday, the

employee shall return to work for the balance of the day. If the employee is scheduled to work the 2nd or 3rd shift the employee shall not be required to return to work.

Section 8 - Leaves of Absence

Upon request of a member of this bargaining unit, the BOCES may, at its discretion, grant a leave of absence without pay for up to one (1) year at a time. Employees shall be responsible for payment of the full health insurance premiums during the unpaid leave.

Section 9 - Sick Leave Bank

- a. In order to participate in the sick leave bank, newly hired unit members will be required to contribute one sick day. Each returning bargaining unit member shall have one day deducted from their sick leave accumulation each July unless the conditions noted below (b) exist. If any unit member chooses not to participate in the sick leave bank, written notification must be sent to the Sick Leave Committee before June 30. Such choice is irrevocable.
- b. Except for a newly hired bargaining unit members initial contributions, all contributions will cease when the bank contains two times the number of days as bank members and will be commenced when the number goes below the number of members.
- c. When a Bargaining Unit Member resigns or retires from active service, any accumulated sick leave balance shall be transferred to the sick leave bank. Should BOCES compensate an employee for his/her unused sick leave said accumulated leave will not transfer to the sick leave bank.
- d. Each contributor may use the bank when each of the following conditions are met:
 1. Absence of a bargaining unit member has resulted from catastrophic, long-term continuous or recurring illness.
 2. Unit member's sick leave and personal leave is exhausted.
 3. Sick Leave Bank Committee has approved the use of days from the bank.
 4. Acceptable medical evidence may be requested.
 5. The bargaining unit member must use 15 consecutive business days at the inception of the illness, before applying to the sick bank in the following order sick, personal, vacation then LWOP.
- e. A cap of 90 days annually per qualified bargaining unit member to be used from the BSSA sick bank.
- f. The Sick Leave Bank Committee shall be composed of four members, two selected by the Association President and two selected by the BOCES Superintendent. The committee shall review and consider requests for use of the bank. The decision of the committee shall be final and not subject to grievance. Decisions for approval made by the committee are to be unanimous.

ARTICLE 14 - HEALTH, DENTAL INSURANCE AND REIMBURSEMENT

Section 1 - Health Insurance

During the term of this Agreement, the BOCES will participate in paying the premium for health insurance to the extent of 95 percent for individual coverage and 85 percent for family coverage under the Blue Cross/Blue Shield Regionwide Plan, Option No. 2.

Said plan shall continue the old statewide guarantee for disabled employees (up to two (2) years coverage), retired employees at a 50/35 percent participation rate (exclusive of those retirees that accept employment wherein they have equal or better health care coverage). Any retiree who is currently eligible for a 50/35 Board participation in his health insurance premium and who elects the two-person plan, the Board contribution will be 65% of the individual component of the premium and 35% of the dependent component of the premium. In the event of the retiree predeceasing a dependent spouse, the spouse will enjoy a 65 % contribution to an individual health plan, provided that the surviving spouse does not remarry or become eligible for a health plan that provides equal or better benefits (Medicare excluded). Eligible retirees who opt for a Family Plan will continue to receive 50/35 contribution from the BOCES. In this case, upon the retiree's death, the BOCES would contribute up to 65% of the cost of the surviving spouse's individual plan only, with the same limitations, as above, regarding remarriage and other coverage eligibility.

The District will provide a prescription card program through Blue Cross/Blue Shield with \$0.00 for mail order or \$0 for Tier 1 generic drugs, \$10 for Tier II drugs, \$25 for Tier III drugs, with a Board contribution of 95% individual, 85% family.

Major medical deductions: \$100 for individual health insurance and \$300 for family health insurance.

The District shall provide appropriate health insurance at the 65% rate for individual retiree health insurance effective January 1999.

Employees who are eligible for individual health insurance and elect not to carry it (or who carry individual prescription only) will be paid \$150 for each full year they remain out of the health plan. Said payment to be made by December 15th. Persons who elect to drop their health insurance coverage and who receive payment under this section will not be permitted to rejoin the plan for one (1) year. Persons who resign within 3 months of receiving this payment will be required to reimburse the BOCES. Any employee who drops basic insurance coverage will provide a written hold harmless agreement to the BOCES attesting to the voluntary discontinuation of coverage and conditions regarding this payment.

The terms of the preceding paragraph also apply to employees who are eligible for family plan. Payment will be \$450 per year. All terms of the preceding paragraph apply to family plan changes described in this paragraph.

Section 2 - Dental Insurance

The BOCES will participate in paying the premium for dental insurance to the extent of 95 percent of individual coverage and 85 percent of family coverage under Blue Shield Basic and Supplemental Insurance Schedule B. Schedule B to include riders for Prosthetics, Orthodontics, and Periodontics.

Section 3 - Reimbursement

BOCES will reimburse employees for the loss or damage to eyeglasses, hearing aids and prosthetic-type devices damaged as a result of the performance of their duties.

Section 4 - IRS §125 Flexible Spending and Premium Conversion

A flexible spending program will be provided to Bargaining Unit Member's who have been employed for at least one year. The minimum participation per employee is \$200.00 annually. Employee contributions to health and dental premiums will be deducted in accordance with IRS §125 "premium conversion", unless the employee declines, in writing, to participate in the § 125 premium conversion plan.

Section 5 - Employee Assistance Program

The BOCES will provide an Employee Assistance Program. The EAP will be re-evaluated during subsequent negotiations.

ARTICLE 15 - RETIREMENT

Section 1 - Retirement Plan

The BOCES will participate in the New York State Retirement Plan 75 I.

Section 2 - Unused Sick Leave Buyout

Credit will be given to each unit member for the unused portion of sick leave at the time of retirement. The amount shall be determined by multiplying the accumulated number of sick days by \$56 (2006-2007), \$58 (2007-2008), \$60 (2008-2009). Sick leave used for this purpose shall be limited to 210 days. Said money may be used by the retiring member in one of the following ways:

1. Lump sum payment to be paid by the BOCES within 90 days of retirement.
2. Apply funds to 403-B account in accordance with BOCES policies.
3. Any combination of 1 and 2.

In the event of the retired employee's death, any balance held by the BOCES will be paid to the estate of the deceased retiree.

ARTICLE 16 - SENIORITY

Section 1 - Continuous Employment

Seniority for present employees will be determined from the original date of continuous employment with the BOCES. Continuous employment can be interrupted by the following events:

1. Resignation of the employee;
2. Discharge by the employer;
3. Employee exceeding period of authorized leave of absence; and
4. Employee failing to return to work within one (1) pay period or after written notice of recall following layoff.

Section 2 - Layoff or Recall

In cases of layoff or recall, Civil Service law and rules will be the determining factor. In all cases of promotion, demotion or transfer, seniority with this organization will be considered.

Section 3 - Application

The application of this article shall be limited to employees with more than sixty (60) days of continuous employment with the BOCES.

Section 4 - Seniority List

Seniority lists shall be available annually to the Association upon request to the Director of Human Resources.

Section 5 - Reduction of Work Force

In reduction of work force, the BOCES shall give employees so affected, based on seniority within classification, fifteen (15) days notice of such layoff. The Association President will receive a copy of said notice.

Section 6 - Job Openings

Job openings shall be posted, by management, in each division for ten (10) working days. Any person desiring such position may apply for and be given consideration under the terms of this article.

Section 7 - Probationary Period

Every permanent appointment from an open-competitive list, and every original appointment to a position in the non-competitive or labor class position covered by this Agreement must serve a probationary period of not less than eight (8) nor more than twenty-six (26) weeks. The purpose of this period is to allow the department head time to evaluate performance of the employee before permanent status is confirmed.

If a probationary employee is to be terminated, he/she will be given prior notification stating the reason(s) therefor, and said probationary employee shall have the right to meet with his/her supervisor to discuss the reason(s), however, probationary employees shall have no right to the grievance and arbitration procedure of this Agreement in the termination procedure.

ARTICLE 17 - GRIEVANCE PROCEDURE

Section 1 - Definition

A grievance is any alleged violation, misinterpretation or misapplication of this Agreement.

Grievant is the person(s) making the grievance, or the Association when it makes the grievance.

Party-in-interest is the grievant(s), or, in the instance of a class action, the Association and any member of the unit who is named in the grievance.

Day is any day an employee is required to be in attendance.

Superintendent is the Chief Executive Officer of the Board or any member of BOCES administration who has been designated in writing by such officer to act on his/her behalf.

Section 2 - Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing contained herein shall be construed as limiting the right of a unit member having a complaint to discuss the matter informally with an appropriate member of the administration. Any complaint resolved informally, without Association participation shall, in all aspects, be consistent with the terms of this Agreement.

Section 3 - Process

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits may, however, be extended for specified periods of time by mutual agreement.

Section 4 - Levels

Level One: A grievance shall be submitted by the grievant and the Association to the grievant's immediate supervisor not later than thirty (30) days after the day of the occurrence that gives rise to the grievance.

Level Two: If not settled, or a decision is not rendered within ten (10) days following the Level One submission date, the grievance may be submitted in writing by the Association and the grievant to the Superintendent. If not submitted within five (5) days following the Level One decision date, the grievance is settled.

Level Three: If not settled, or a satisfactory decision is not rendered within ten (10) days following the Level Two submission date, the Association may demand arbitration under the voluntary rules of arbitration of the American Arbitration Association. If the Association makes no demand within five (5) days following the Level Two decision date, the grievance is settled.

The notice of arbitration must be in writing in the form of a notice to arbitrate with a copy served upon the Superintendent. Cost of arbitration shall be shared equally between the BOCES and the Association.

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

The arbitrator shall have no power to add to, subtract from or change any provision of this Agreement nor to render any decision which conflicts with law.

Section 5 - Penalty

No person shall be penalized in any way or suffer any professional disadvantage by reason of participation in the processing of any grievances.

Section 6 - Group or Class of Employees

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such a grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two.

Decisions and grievances at Level Two and thereafter shall be in writing setting forth the decision or grievance, including the reasons for the decision, cause and nature of the grievance, all known facts, grievant's name and position and date of submission and of decision, and shall be transmitted to all parties-in-interest.

All documents, communications, records or any written material dealing with a grievance will be filed separately from the personnel files of the participants and no reference whatsoever to any grievance shall appear in any employee's personnel file.

Forms for filing grievances will be prepared by the Board, in cooperation with the Association and given appropriate distribution.

Any person to whom a grievance is delivered shall sign and date a receipt for or copy of the same, and the date of signature shall constitute the submission date or decision date.

ARTICLE 18 - PERSONNEL FILE

Section 1 - Review

The official personnel file shall be maintained in the BOCES office and shall be kept confidential. Unit members may inspect their personnel file upon reasonable notice to the BOCES. The unit member may be accompanied by an Association representative during the inspection. The unit member shall be given a copy of any item in the file upon request.

Section 2 - Material

Written material bound for a member's official file shall be so-designated. (i.e. *cc: Personnel File*) Before any written item is placed in their personnel file, the recipient shall be given a copy and may sign and date the file copy as evidence of receipt thereof. Such signature is in no way indicative of agreement with what is contained in the document. The unit member shall have the right to submit a written response to such document(s) and the response shall be attached to the file copy.

Section 3 - Time Limits

Any material to be placed in the official personnel file must be placed in such file within thirty (30) calendar days of the time the BOCES became aware of the event(s) set forth in the material to be placed therein.

ARTICLE 19 - MISCELLANEOUS

Section 1 - Mileage

Any employee covered by this Agreement who is required by the BOCES and authorized in advance by his/her supervisor to use his/her personal car in performance of duties on behalf of the BOCES, shall be reimbursed for mileage so incurred at the IRS rate.

Section 2 - Opening Negotiations

It is agreed that negotiations on a successor contract shall commence between the 15th and 31st of January 2009, unless the parties change such time by mutual agreement. During negotiations, the parties will present relevant data, exchange points of view and make proposals and counter-proposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiation proceedings.

Section 3 - Zipper Clause

This agreement shall constitute the full and complete commitments of the parties and may be changed, added to, deleted from, or otherwise modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

Section 4- Workfare

Workfare assignments must not result in the displacement of any currently employed unit member or loss of job or position, including partial displacement such as a reduction in the hours of work, including overtime, wages or benefits.

Section 5- Supremacy of Labor Agreement

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

Section 6 - Unit Member Resignation

Each unit member must give the BOCES two weeks notice (10 working days) prior to resignation.

Section 7 - Savings Clause

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 its adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of agreement or any addition thereto shall not be affected.

If such a determination or decision is made, the parties shall convene immediately for purposes of negotiating a satisfactory replacement.

ARTICLE 20 - BOCES COURSES

Any member of the bargaining unit may take any recreational, vocational or avocational course offered by the Career Services without payment of tuition provided that the Director of the Division determines that there is space available. Any member of the bargaining unit that exercises this option specifically agrees to pay for consumable supplies.

Excluded from this clause are courses that are contracted or subcontracted for outside agencies or firms.

Bargaining unit members may be reimbursed for the cost of taking college courses which are of benefit to the employee and BOCES and are related to the employee's position. Such reimbursement is subject to advance approval, to be submitted on the forms provided. Requests for approval are to be submitted to the immediate supervisor. The supervisor and the director will submit their recommendations to the Director of Human Resources. In all cases, the determination of the Director of Human Resources shall be final and binding. In cases where such courses are offered by BOCES, BOCES courses will be taken.

ARTICLE 21 - EVALUATIONS

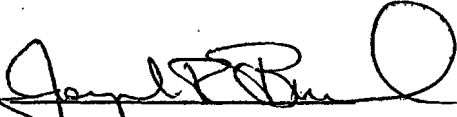
1. Probationary Employees - All probationary employees shall be observed and formally evaluated, in writing, a minimum of two times during the probationary period. In addition, an evaluation statement must accompany each recommendation to the Superintendent or designee for permanent placement or termination prior to the end of the probationary period.
2. All unit members should be evaluated at least once each school year.
3. Evaluations will be completed, at all times, by management personnel. However, day to day job performance comments may be elicited from other more closely situated supervisory personnel.

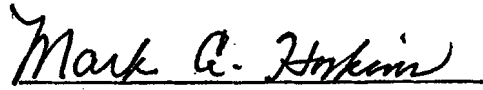
4. The written evaluation shall contain a narrative section. The evaluated unit member can, upon request, have up to five (5) days to review the completed evaluation form before meeting with the manager to discuss the evaluation. The unit member must sign the written evaluation as an indication that he/she has received this report. The signature in no way means that the member agrees with the content of the evaluation. The unit member may choose to attach a written statement to the evaluation report, which along with the report, will be placed on file in the members official personnel file located in the BOCES Office.
5. Each bargaining unit member shall be provided suggestions to overcome any deficiencies noted in the evaluation, and a reasonable period of time in which to incorporate any suggested changes.
6. No electronic recording devices shall be used in the monitoring or observation of the work performance of any bargaining unit member, unless agreed to by the unit member.

ARTICLE 22 - DURATION

This Agreement made and entered into by and between the District Superintendent and the BSSA is effective July 1, 2006, and will continue in force and effective through June 30, 2009.

In witness whereof, the parties hereto execute this Agreement as of the day and year first above written.


BOCES Superintendent


BSSA Association President

1/3/07
Date

BSSA 2000-2003 APPENDIX

GRADE 1

Minimum Salary:

<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
\$18,077	\$18,655	\$19,215
Cleaner I Laborer I		

GRADE 2

Minimum Salary:

<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
\$19,645	\$20,274	\$20,882
Cleaner II *Clerk I Laborer II *Library Clerk I *Library Clerk/Typist *Mail Clerk I *Receptionist/Typist I *Requisition Clerk I *Stores Clerk I *Typist I *Video Tape Duplicator I • CIVIL SERVICE TITLE - REQUIRES EXAM		

GRADE 3

Minimum Salary:

<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
\$20,425	\$21,079	\$21,711

- *Account Clerk
- *Account Clerk/Typist I
- Automotive Mechanic Helper
- Building Maintenance Helper
- Clerk II
- *Custodian I
- Duplicating Center Worker I
- *General Mechanic I
- Library Clerk II
- Mail Clerk II
- Maintenance Mechanic I
- *Payroll Clerk I
- *Personnel Clerk I
- Receptionist/Typist II
- Requisition Clerk II
- Stores Clerk II
- Typist II
- Videotape Duplicator II

* CIVIL SERVICE TITLE - REQUIRES EXAM

GRADE 4

Minimum Salary:

<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
\$21,404	\$22,089	\$22,752

- *Account Clerk/Typist II
- *Audiovisual Equipment Repair Technician Trainee
- Auto Mechanic I
- Building & Grounds Maintenance Person I
- Custodian II
- Duplicating Center Worker II
- General Mechanic II
- Maintenance Mechanic II
- *Offset Duplicating Machines Operator
- Payroll Clerk II
- Personnel Clerk II
- *Senior Account Clerk
- *Senior Clerk
- *Senior Library Clerk
- *Senior Library Clerk/Typist
- *Senior Typist I
- *Stenographer
- *Technical Service Writer I
- * CIVIL SERVICE TITLE - REQUIRES EXAM

GRADE 5

Minimum Salary:

<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
\$22,973	\$23,708	\$24,419

- *Audiovisual Equipment Repair Technician
- Auto Mechanic II
- *Bookkeeper
- Buildings & Grounds Maintenance Person II
- Duplicating Center Worker III
- *Day Care Assistant
- *Head Custodian I
- *Payroll Clerk III
- *Principal Account Clerk
- *Principal Clerk
- *Sr. Account Clerk/Typist
- *Senior Stenographer
- Sr. Typist II
- Technical Service Writer II
- *Television Technician Trainee
- *Work Retention Coordinator
- CIVIL SERVICE TITLE - REQUIRES EXAM

GRADE 6

Minimum Salary:

<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
\$25,912	\$26,741	\$27,543

- *Administrative/Software Support Specialist
- *Benefits Assistant
- Building & Grounds Maintenance Person III
- *Buyer
- *Child Direction Center Worker
- *Day Care Supervisor
- *Department Secretary - Sr. Typist
- *Grant Writer I
- Head Custodian II
- *Micro Repair Technician Trainee
- *Program Assistant
- *Public Relations Assistant
- *Senior Audiovisual Equipment Repair Technician
- *Senior Bookkeeper
- Sr. Principal/Account Clerk
- Sr. Principal Clerk
- *Television Technician (Electronic)
- *Turf Management Specialist
- * CIVIL SERVICE TITLE - REQUIRES EXAM

GRADE 7

Minimum Salary:

<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
\$29,826	\$30,780	\$31,703

- *Accountant
- *Sr. Child Direction Center Worker
- *Grant Writer II
- Information Analyst
- *Micro Repair Technician
- *Multi Media Repair Technician Trainee
- *Sr. Administrative/Software Support Specialist
- Sr. Benefits Assistant
- *Sr. Duplicating Center Worker I
- Sr. Building & Grounds Maintenance Person
- Sr. Program Assistant
- *Sr. Television Technician (Electronic)
- Sr. Turf Management Specialist
- * CIVIL SERVICE TITLE - REQUIRES EXAM

GRADE 8

Minimum Salary:

<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
\$31,784	\$32,801	\$33,785

- *Budget/Financial Analyst
- *Purchasing Agent I
- Multi Media Repair Technician
- Sr. Duplicating Center Worker II
- *Senior Micro Repair Technician

***CIVIL SERVICE TITLE - REQUIRES EXAM**

GRADE 9

Minimum Salary:

<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
\$33,738	\$34,818	\$35,863

- *Purchasing Agent II
- Sr. Duplicating Center Worker III
- Sr. Multi Media Repair Technician
- *Telephony Services Specialist
- *CIVIL SERVICE TITLE - REQUIRES EXAM**

A committee shall be established to review up to ten current job classifications each year of the negotiated agreement. The process will consist of reviewing the present job description, position qualifications and allocated labor grade. The Committee will consist of three (3) representative from BOCES Support Services Association and three (3) representative from the District.