AGREEMENT

by and between the

CLINTON, ESSEX, WARREN & WASHINGTON COUNTIES
BOARD OF COOPERATIVE EDUCATIONAL SERVICES

and

CSEA, Local 1000 AFSCME, AFL-CIO

Champlain Valley Educational Services (BOCES) Unit #6472
Clinton County Municipal & School District Employees Local 810

July 1, 2008 - June 30, 2011
# Table of Contents

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Legislative Approval</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>Preamble</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>Recognition</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Collective Bargaining Unit</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Negotiations</td>
<td>2</td>
</tr>
<tr>
<td>4</td>
<td>Workday Workweek</td>
<td>2</td>
</tr>
<tr>
<td>5</td>
<td>Employment Status/Seniority</td>
<td>3</td>
</tr>
<tr>
<td>6</td>
<td>Overtime</td>
<td>4</td>
</tr>
<tr>
<td>7</td>
<td>Holidays</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>Benefits</td>
<td>4</td>
</tr>
<tr>
<td>9</td>
<td>Temporary Leave of Absence</td>
<td>4</td>
</tr>
<tr>
<td>10</td>
<td>Milage</td>
<td>8</td>
</tr>
<tr>
<td>11</td>
<td>Conferences</td>
<td>8</td>
</tr>
<tr>
<td>12</td>
<td>Vacancies</td>
<td>8</td>
</tr>
<tr>
<td>13</td>
<td>Retirement Incentive</td>
<td>8</td>
</tr>
<tr>
<td>14</td>
<td>Health Insurance</td>
<td>10</td>
</tr>
<tr>
<td>15</td>
<td>Personnel Files</td>
<td>11</td>
</tr>
<tr>
<td>16</td>
<td>Association Notices</td>
<td>12</td>
</tr>
<tr>
<td>17</td>
<td>Savings Clause</td>
<td>12</td>
</tr>
<tr>
<td>18</td>
<td>Deductions</td>
<td>12</td>
</tr>
<tr>
<td>19</td>
<td>Labor Management Committee</td>
<td>13</td>
</tr>
<tr>
<td>20</td>
<td>Salary</td>
<td>14</td>
</tr>
<tr>
<td>21</td>
<td>Direct Deposit</td>
<td>14</td>
</tr>
<tr>
<td>22</td>
<td>No Strike</td>
<td>14</td>
</tr>
<tr>
<td>23</td>
<td>Employee Counsel and Discipline</td>
<td>15</td>
</tr>
<tr>
<td>24</td>
<td>Grievance Procedure</td>
<td>16</td>
</tr>
<tr>
<td>25</td>
<td>Duration</td>
<td>18</td>
</tr>
</tbody>
</table>
LEGISLATIVE APPROVAL
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.

PREAMBLE
It is public policy and the purpose of this Agreement to promote harmonious and cooperative relationships between the Clinton, Essex, Warren & Washington Counties Board of Cooperative Educational Services and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations of government. This Collective Bargaining Agreement is made by and between the Clinton, Essex, Warren & Washington Counties Board of Cooperative Educational Services, hereinafter referred to as the "B.O.C.E.S." and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO for the Champlain Valley Educational Services Unit of Clinton County MUNI SD Employees Local #810 of the Civil Service Employees Association Inc., herinafter referred to as "CSEA Bargaining Unit", "Employee", or "Unit Member".

ARTICLE 1
RECOGNITION

A. The B.O.C.E.S. agrees that the CSEA shall be the sole and exclusive representative as provided for under the Taylor Law for all Bargaining Unit Members described in Article II for the purpose of collective bargaining.

B. The Unit shall have unchallenged representative status for the maximum period permitted by the Taylor Law on the date of the execution of this agreement.

ARTICLE 2
COLLECTIVE BARGAINING UNIT

A. The B.O.C.E.S. hereby recognizes the CSEA Bargaining Unit as the sole and exclusive bargaining agent for the full-time personnel employed as:

Teacher/Student Aide
Cook
Cook Manager
Food Service Helper

Job Placement Aide
Lifeguard
Communications Specialist

Excluded from the Association are all other employees including 12 month employees, substitutes in all groups, all temporary employees, employees of the North Country Teacher Resources Center and district office employees and personnel who hold the
status of "management" and/or "confidential".

B. All newly created 10 month non-teaching competitive, noncompetitive, and labor class positions within the existing work groups, except substitutes and temporaries, will be included in the bargaining unit.

ARTICLE 3
NEGOTIATIONS

A. On March 1st, prior to the expiration of this Agreement, the Association and the CSEA Bargaining Unit will exchange proposals. On March 15th, formal negotiations will begin. These dates are to be considered as guidelines. Negotiations may begin on a different date by mutual consent of both parties. In the event of an impasse, appeal shall be made to the Public Employees Relations Board by either party.

B. For the purpose of contract negotiations members of the negotiation team will be excused from their work responsibilities after 3 p.m.

ARTICLE 4
WORKDAY - WORKWEEK

A. The workday for the following employees will be six and one-half (6 1/2) hours per day exclusive of a paid minimum meal break of one-half (1/2) hour:

- Cook
- Food Service Helper
- Student/Teacher Aide
- Job Placement Aide
- Lifeguard
- Cook Manager
- Communications Specialist

B. On Fridays and the last day of school prior to a school recess all Bargaining Unit Members shall be dismissed immediately upon departure of the school buses. The parties agree that "recess periods" for the purpose of the Agreement shall be defined as: Thanksgiving Break, December Break (Christmas), February Break, and Spring Break.

C. In accordance with the attached side letter (Appendix A) should the school sessions/building be closed for weather conditions, electricity failures, unused snow/emergency days, etc., the offices would also be closed.

D. On the last day of the school year ten-month bargaining unit members will be required to be in attendance one-half (.5) day. Members will be allowed to leave, pursuant to the approval of each respective Director, when appropriate duties have been completed.
ARTICLE 5
EMPLOYMENT STATUS/SENIORITY

A. Student/Teacher Aide and Job Placement Aide openings available at the start of each school year will be filled from the current active employee list, as determined by an employee's seniority including those affected by an involuntary status change (i.e. full-time to part-time or laid off) during the previous school year.

1. The current active employee list will include permanent full-time employees and those affected by an involuntary status change during the previous school year and will be provided to the Association President once every year.

2. Seniority will be determined by an employee's initial board of education approval for employment at full-time status, and will not be affected by an involuntary change of status.

3. Seniority will be forfeited by an employee who refuses to return when a position becomes available.

B. Working the summer program is optional and does not accrue seniority for 10 month employees. All eligible ten month employees from the current active employment list interested in summer employment will be hired according to their seniority, with those having the most seniority being offered the openings first.

C. When the placement of a Teachers Aide or Job Placement Aid compromises the needs of a student, administration reserves the right to assign appropriate personnel. Teacher Aides/Job Placement Aides will be supplied with a tentative notification of anticipated employment for the upcoming school year by August 15. Unit members shall be notified of their summer school assignments by the last day of school.

D. If a full-time employee is involuntarily reduced to part-time, their seniority continues to accrue at the full time rate.

E. To the extent permitted by law, all Bargaining Unit Members are entitled to representation from the bargaining unit.

F. As vacancies occur or new positions are created within the unit and the BOCES deems it necessary to fill such a vacancy, a notice will be posted that a vacancy exists. Employees within the unit shall be given first consideration when filling such vacancy. Seniority, qualifications, ability, and special circumstances shall be considered. However, after careful consideration the BOCES shall have the sole discretion in determining who the successful candidate shall be. If the vacancy is not filled from within the unit, employees in other departments and external candidates shall be given the same opportunity to apply for the position, in compliance with Civil Service Regulations.
ARTICLE 6
OVERTIME

Any member of the Association working under 40 hours will receive regular pay. However, if mandated to work unscheduled time beyond regular daily work hours without a 24 hour notice, then overtime pay shall be received for these hours.

ARTICLE 7
HOLIDAYS

Ten (10) month employees as per Article IV, Section C will receive seventeen (17) holidays during the school year as per the School Calendar.

ARTICLE 8
BENEFITS

A. Employees must work twenty (20) or more hours per week to receive benefits.

B. Employees who work less than the normal full work year for the position will have the benefits adjusted.

C. Association members will have at the option enrolling in a fully implemented IRS §125 plan with the annual date of initiation of October 1.

D. The BOCES shall provide an Employees Assistance Program to all CSEA bargaining unit members.

ARTICLE 9
TEMPORARY LEAVES OF ABSENCE

A. SICK LEAVE

1. 10 month employees........................................15 days per school year

2. a. Sick leave will be credited at the beginning of the school year for ten (10) month employees.

   b. Employees working twenty (20) hours or more per week will have their sick time prorated.

3. Maximum accumulation of sick leave for ten (10) month employees is 190 days.

4. The appropriate B.O.C.E.S. administrative office will notify the employee of the
accumulated sick leave days as soon as possible after the beginning of the school year.

5. Ten (10) month employees who work the full summer program will have two (2) leave days to be used as personal, sick or bereavement days. Any unused leave will be added to the normal sick leave accrual as of September 1.

6. Absences due to disability for more than five (5) consecutive days, in accordance with FMLA, will require a physician’s statement covering the period of disability and the statement that the individual is able to resume his/her full duties.

7. **SICK LEAVE BANK**
   In the event of a life threatening or catastrophic illness or disability, all employees, upon the exhaustion of their sick leave, shall be eligible to solicit from the bargaining unit members donations of sick leave time. One member of the bargaining unit will solicit the donations from those bargaining unit members who have 30 or more sick leave days available and shall notify the Personnel Office of the name and number of day(s) that have been donated. Such reporting will be signed by the donor and the number of day(s) shall be deducted from the donor’s accrued sick leave and will be accrued to the affected bargaining unit member. It is expressly understood that any determinations to invoke this section are the sole prerogative of the bargaining unit and not the District.

B. **PERSONAL LEAVE**
   Each employee shall be allowed five (5) days of personal leave each school/fiscal year without the loss of pay for the purpose of transacting or attending to personal or legal business which cannot be conducted after regular working hours. (Example: Closing of house, doctor’s appointments, etc.) Personal leave will not be cumulative.

C. **FAMILY CARE LEAVE**
   Each employee shall be allowed three (3) family care leave days each school/fiscal year without the loss of pay. In the event that an employee’s three family care leave days have been utilized, subject to the employee providing a physician’s certificate attesting to his/her inability to report to work, the employee may exercise the option to use time from their accumulated sick leave. Family care leave will not be cumulative.

D. **BEREAVEMENT LEAVE**
   Each employee shall be allowed three (3) days of bereavement leave per occurrence each school/fiscal year without the loss of pay. Such leave will not be deducted from accumulated sick leave. Bereavement leave will not be cumulative. Bereavement leave can be used for the following family members: Spouse, children, siblings, parents, grandparents by blood, grandchildren, or person residing in the employee’s residence. Bereavement leave shall also be available under this section if the employee is the executor of the deceased’s estate, or if the employee is the sole surviving relative of the deceased.
E. CHILD REARING LEAVE
1. During the period related to the birth of a child, accumulated sick leave may be used for the period of disability associated with pregnancy and childbirth.

2. After taking custody of a child through adoption, 6 weeks of accumulated sick leave may be used.

3. Following the birth of a child or taking custody of a child through adoption and upon notification to the Superintendent, employees will be granted an unpaid leave of absence for the purpose of child rearing for up to a maximum of one (1) calendar year.

4. During the period of the leave of absence, seniority and benefits will not accrue.

5. The health insurance may be continued at the employee’s expense.

F. Unpaid Leave for Extended Illness
1. Upon application to the Superintendent and upon medical verification, the employee will be entitled to an unpaid leave of absence for the period of disability up to a maximum period of one (1) calendar year.

2. During the period of the leave of absence seniority and benefits will not accrue.

3. The health insurance will continue at the contractual level and will be paid in accordance with Article 11.

4. The leave will conclude either after one (1) calendar year or upon certification by a physician that the employee is capable of resuming his/her full duties.

G. Workers' Compensation
1. Absence due to injuries covered by Workers' Compensation shall be subject to certification by a duly qualified physician as to the duration of the disability.

2. The Board of Education may request an examination of the employee by the school physician.

3. A leave will be granted for a period of up to one (1) calendar year, and the leave will commence on the date that compensation by Workers' Compensation commences.

4. In the following order: Sick Leave then Personal Leave shall be deducted on a prorata basis in accordance with the difference between the amount of compensation from Workers' Compensation and the employee's regular salary. The employee shall suffer no loss of salary while Personal or Sick leave time exists.
5. If sick leave has been used on a continuing basis from the time the employee was unable to work until the agency has certified the disability, then that charged sick leave equal to the amount of compensation from Workers' Compensation will be reinstated.

6. At the termination of the leave, if the employee still has accumulated sick leave days, those days will be placed in escrow until such time as the employee is able to resume his/her full duties.

7. If the employee depletes his/her Personal or Sick leave during the period of this leave, the employee will only be entitled to the compensation covered by Workers' Compensation.

8. Employees who have exhausted all accumulated sick leave at the time an injury, compensable under Workers' Compensation, results in their absence; from the time the injury occurred to the commencement of coverage under Workers' Compensation those affected employees shall be entitled to receive a maximum of five (5) days compensation without reduction in any leave.

9. Employees engaged in an unprovoked, documented student incident may be compensated up to $350.00. Employees must provide a receipt to the BOCES Business Office which must include the date, provider, and actual amount for damages. Only severely damaged personal appliances applicable under this section are eye glasses, dental devices, and hearing aides.

H. Return from Extended Leave

1. All benefits to which an employee was entitled at the time an unpaid leave of absence commenced, including accumulated sick leave, will be restored upon return to the BOCES. Such employees will be assigned to the same position which was held at the time the leave of absence began, if available, or if not, to a position in the same tenure area or classification. An employee who returns from such leave will be placed on at least the same level of salary he/she was on when the leave commenced, except that an employee having served at least one-half (1/2) of the normal work year in the school year in which the leave commenced shall be placed on the next higher level of salary.

2. An employee on a leave of absence for a duration of six months or more will be asked to notify the Superintendent as to his/her intention to return to service at least three (3) months prior to the expiration date of such leave. If the District has not received communications from the Unit Member, the District may contact the employee to determine the Unit Member's intension.

3. Prior to an employee returning from a leave of absence for disability he/she must provide a physician's statement that the individual is able to resume his/her full duties.
I. Leave Monitoring
   1. For the purposes of this section, "leave" shall mean sick leave, personal leave and/or unpaid leave.
      a. The BOCES may monitor the employee's leave records from time to time to determine that patterns of potential improper use of leave does not develop.
      b. The District at its sole discretion may review leave time. The District may, at its sole discretion, discipline unit members based on excessive leave usage.

ARTICLE 10
MILEAGE

Employees will be reimbursed for mileage when using a personal vehicle for official B.O.C.E.S. business when doing so under the direction of the immediate supervisor. Rate of reimbursement will be determined by the B.O.C.E.S. Board.

ARTICLE 11
CONFERENCES

At the sole discretion of the B.O.C.E.S. Superintendent, employees may be granted permission to represent the B.O.C.E.S. at conferences and/or workshops.

ARTICLE 12
VACANCIES

Notice of vacancies and newly created positions will be posted for a minimum of seven (7) days. The notices will be posted in all administrative offices, Staff Break Room, and in the kitchen area of all student cafeterias. Any change in job description, qualification or salary will be re-posted for an additional seven (7) days. The employer shall provide a copy of the posting to the Unit President.

ARTICLE 13
RETIREMENT INCENTIVE

A. Upon retirement, and subject to the limitations and provisions of this Article, Association members shall be paid a benefit according to the following schedule and conditions:

<table>
<thead>
<tr>
<th>Qualifier</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 years of service or 1st year of eligibility</td>
<td>50% of the current Step 1 of schedule for employee's classification/position salary in B.O.C.E.S. multiplied by the number of accumulated sick days, divided by 180.</td>
</tr>
<tr>
<td>Years of Service</td>
<td>Percent of Current Step 1 of Schedule</td>
</tr>
<tr>
<td>-----------------</td>
<td>--------------------------------------</td>
</tr>
<tr>
<td>16 years of service or 2nd year of eligibility</td>
<td>60% of the current Step 1 of schedule for employee's classification/position salary in B.O.C.E.S. multiplied by the number of accumulated sick days, divided by 180.</td>
</tr>
<tr>
<td>17 years of service or 3rd year of eligibility</td>
<td>70% of the current Step 1 of schedule for employee's classification/position salary in B.O.C.E.S. multiplied by the number of accumulated sick days, divided by 180.</td>
</tr>
<tr>
<td>18 years of service or 4th year of eligibility</td>
<td>80% of the current Step 1 of schedule for employee's classification/position salary in B.O.C.E.S. multiplied by the number of accumulated sick days, divided by 180.</td>
</tr>
<tr>
<td>19 years of service or 5th year of eligibility</td>
<td>90% of the current Step 1 of schedule for employee's classification/position salary in B.O.C.E.S. multiplied by the number of accumulated sick days, divided by 180.</td>
</tr>
<tr>
<td>20 years of service or 6th year of eligibility</td>
<td>100% of the current Step 1 of schedule for employee's classification/position salary in B.O.C.E.S. multiplied by the number of accumulated sick days, divided by 180.</td>
</tr>
</tbody>
</table>

B. To be eligible for this benefit upon retirement, members of the Association must meet the following criteria and stipulations:

1. The employee must have completed at least 15 years of full-time service in the B.O.C.E.S. by the date the employee retires.

2. The employee must have an approved retirement from the New York State Employee and Local Retirement System.

3. The employee must provide notice to the B.O.C.E.S. by March 1 prior to the B.O.C.E.S.'s fiscal year in which the non-teaching employee intends to retire.

4. The employee must retire between the first (1st) and sixth (6th) year, inclusive, of eligibility for retirement in the New York State Employee and Local Retirement System or between the fifteenth (15th) and twentieth (20th) years, inclusive, of service.

C. For purposes of this Article, the following limitations, definitions and requirements shall apply:

1. No benefit will be paid to any employee who does not meet all the eligibility requirements as stipulated in this Article.

2. No employee shall be credited with more than 180 days accumulated sick leave.

3. No benefit will be paid to an employee who is not eligible for retirement in the New York State Employee and Local Retirement System on the effective date of retirement.

4. No benefit will be paid to any employee whose effective date of retirement occurs either after the sixth (6th) year of eligibility or after twenty (20) years of service, whichever occurs last.
5. In the event that an employee is apparently eligible to receive two (2) levels of benefits, the employee will only be eligible to receive the greater of the benefit levels.

6. The effective date of retirement shall mean the last day an employee is employed by the B.O.C.E.S. on a full-time basis.

7. The retirement benefit will be paid to an employee is a single lump-sum payment on effective date of retirement or January 1 of the following calendar year, at the option of the employee.

8. "Years of Service" is defined as full-time service in the B.O.C.E.S.

9. "Years of eligibility" is defined as the year in which the affected employee's effective date of retirement takes place in relationship to the eligibility requirements under the New York State Employee and Local Retirement System for eligibility to receive a retirement benefit without a reduction of the retirement system benefit.

10. The term "Current Step 1" as found in Section 1 is defined to be the Step 1 salary of the retiree's position on the effective date of retirement if the retiring employee worked at least 2 of the total number of workdays in the fiscal year in which the retirement takes place. If, on the effective date of retirement, the retiring employee worked less than 2 of the total number of workdays in the fiscal year in which the retirement takes place, then the term "current Step 1" as found in Section A is defined as the previous fiscal year's Step 1 salary for the retiree's position.

**ARTICLE 14**

**HEALTH INSURANCE**

**A.** Effective 7/1/03, Support Staff Employees who are employees of this BOCES as of 12/11/02 and who participate in the Health Insurance program will contribute;

<table>
<thead>
<tr>
<th></th>
<th>2008-2009</th>
<th>2009-2010</th>
<th>2010-2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Family Family</td>
<td>3.36%</td>
<td>5.50%</td>
<td>7.5%</td>
</tr>
<tr>
<td>Individual Family</td>
<td>4.39%</td>
<td>6.00%</td>
<td>7.5%</td>
</tr>
</tbody>
</table>

Support Staff Employees who become employees of this BOCES after 12/11/02 and who participate in the Health Insurance program will contribute 7.5% of that year’s premium cost of the coverage chosen by the Support Staff Employee. Individuals who resign and are re-employed will be considered “new” employees and thus be subject to the 7.5% co-payment. For individuals who are involuntarily reduced and subsequently reinstated, their initial hire date with this BOCES will determine the level of co-payment.

**B.** Except in the case of both spouses being employed by the B.O.C.E.S., the plan will be available to all eligible employees. In the case of both spouses being employed by the B.O.C.E.S. (or one spouse having retired from employment with the B.O.C.E.S. and...
the other continuing active employment with the B.O.C.E.S.), the spouses shall have the option of either one (1) dependent care coverage or two (2) individual care coverages.

C. In the event of the death of the employee, the spouse may continue with the family or individual coverage, for one (1) year, unless he/she remarries, at the current rate of co-pay. After one (1) year, the spouse, or until he/she remarries, may continue with the program at his/her expense (full premium reimbursement).

D. HEALTH INSURANCE IN RETIREMENT
1. a. Employees hired before 3/3/09 will be required to satisfy ten (10) years of service with this BOCES in order to receive continued family or individual coverage in retirement without contributions to the premium.

b. Family coverage in retirement may be granted to the employee and his/her spouse on the date of retirement and eligible dependents on the date of retirement.

c. In the event of the death of the retiree, the spouse may continue with individual coverage until he/she remarries. The spouse will be responsible for paying the premium.

2. a. All employees hired on or after 3/3/09 will be required to satisfy ten (10) years of service with this BOCES in order to continue family or individual coverage in retirement.

b. Employees hired on or after 3/3/09 will contribute 50% of the premium in retirement.

c. In the event of the death of the retiree, the spouse may continue with individual coverage until he/she remarries. The spouse may continue with the program at his/her expense (full premium reimbursement).

E. Employee and eligible spouse, upon attaining the age of 65, will be reimbursed Medicare premium on a quarterly basis.

F. If the B.O.C.E.S. can demonstrate that an alternate plan is equivalent or better benefit-wise, then the carrier can be changed without negotiating the change.

G. Payroll deductions for health insurance will be prorated.

ARTICLE 15
PERSONNEL FILES

A. An employee shall be permitted to examine his/her personnel file. Such file will not be removed from the office. A district representative must be present during the period of
review. An employee will have the right to inspect, copy, photocopy or photograph the contents of his/her file.

B. Material related to an employee's work performance will be filed in accordance with the following:

1. Formal observations by the employee's immediate supervisor that will include classroom/work observation. These will be written up and a copy will be placed in the employee's personnel file.

2. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature merely signifies that the employee has read the material to be filed, but does not necessarily indicate agreement with its content.

3. The employee shall have the right to answer any material filed. The employee's response shall be attached to the file copy.

4. If there are any areas in need of improvement, the evaluator will discuss them with the employee at this conference. The evaluator will also provide suggestions for improvement at this meeting.

ARTICLE 16
ASSOCIATION NOTICES

Upon approval of the District Superintendent or designee, the Association will have the right to post and distribute up to four (4) notices per month in approved areas and via the members' mail boxes.

ARTICLE 17
SAVINGS CLAUSE

A. If any Section or article of this agreement is found to be illegal, only that Section or Article will be affected and all other provisions of this agreement will remain in effect.

B. Changes in meaning of the contract due to typographical errors will not be binding.

C. This agreement may be reopened upon the mutual written consent of both parties.

ARTICLE 18
DEDUCTION

A. Membership: An employee who chooses to become a member of CSEA shall sign an authorization card for dues deduction and submit it to CSEA. Thereafter, CSEA will
forward the authorization to the Employer and the Employer shall deduct from the wage or salary of employees of said bargaining unit who are members of the Civil Service Employees Association, Inc., regular membership dues, and any other authorized deduction, for those employees who have signed the appropriate payroll deduction authorization permitting such deduction. The Employer agrees to deduct and remit such monies to the Civil Service Employees Association, Inc., at 143 Washington Avenue, Albany, New York, 12210, as the recognized exclusive negotiating agent for employees in this Unit at the end of each pay period.

B. Agency Shop: An employee who does not become a member of CSEA by signing a membership card and an authorization card for dues deduction, or an employee who does not remain a member of the Union in good standing, shall be required to pay a service fee (agency shop fee) in an amount equivalent to the membership dues levied by CSEA. The Employer shall deduct from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The Employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York, 12210 at the end of each pay period.

C. Exclusive Rights: CSEA shall have exclusive payroll deduction of membership dues for unit members and no other employee organization shall be accorded any such payroll deduction privilege throughout the unchallenged representation period.

D. Membership List: The Employer shall timely notify CSEA Unit President of any changes in employment which affect the bargaining unit and will provide an annual list of employees. Such list shall include name, position and wage of employees.

E. Indemnification Clause: CSEA hereby agrees to indemnify the Employer and hold the Employer harmless from all claims, damages, or costs of any kind which may occur from the deduction of membership dues or agency shop fees, including the transmission of membership dues and agency shop fees.

ARTICLE 19
LABOR MANAGEMENT COMMITTEE

The BOCES and the CSEA Unit agree to establish a labor-management liaison committee consisting of the Superintendent of Schools or his designees and up to three of the appropriate Bargaining Unit Members. The Committee shall be for the purpose of discussing matters of concern to all parties and provides a means of communication between the parties. The chairman of the committee shall be a member of the bargaining unit who shall provide each member with an agenda before each meeting. The first meeting may be called in mid-October and subsequent meetings as necessary. This committee shall have no power of policy formulation. CSEA representation may be asked to attend if agreed to by both parties.
ARTICLE 20
SALARY

A. Effective July 1, 2008 and ending on June 30, 2011, 10 month employees shall receive the following raises:

2008-2009 3.5% +$200
2009-2010 3.5% +$500
2010-2011 3.5% +$500

B. Bargaining unit members who were active employees for less than 1/2 the total number of workdays in the previous work year will receive the increase reflected in the new starting base salary for the new school year.

C. Individuals who change job classification will be given a salary that closest reflects the old job rate, but not less than the old job rate, or entry level for the new classification, whichever is higher.

D. During the Summer Sessions, when a cafeteria employee other than the Cook Manager assumes the duties and responsibilities of "being-in-charge" of the cafeteria for the full term of the summer session, then that individual will receive a salary adjustment of $0.50/hour for the period of the time worked in that capacity.

ARTICLE 21
DIRECT DEPOSIT

A. The BOCES will continue the process of direct deposit of pay to the bank of the Unit Member's choice, providing there are no fees required by the institution. All fees will be the responsibility of the Unit Member.

B. Participation by bargaining unit members will be voluntary;

C. The BOCES will not be liable for any unintentional or unforeseen delay in getting money into the account.

ARTICLE 22
NO STRIKE

The CSEA Bargaining Unit affirms that it does not assert the right to strike against the Employer, or to assist or participate in any strike or slow-down or to impose an obligation upon its members to conduct, assist or participate in such strike or slow-down.

- 14 -
ARTICLE 23
EMPLOYEE COUNSEL AND DISCIPLINE

A. All Ten Month employees are subject to the rules, laws, and regulations of The Clinton County and New York State Civil Service Department.

B. Non-competitive class employees with five (5) years or more consecutive full-time years of service to the District shall be entitled to Section 75 rights. All other classified staff will be eligible for the discipline procedures established in this Article.

C. Employees completing a full-time year of service at the BOCES will be privy to the progressive discipline procedures as outlined below. All stages of the progressive discipline procedures are to be taken seriously. Failure to correct the unsatisfactory performance or misconduct may result in further disciplinary action, up to and including termination of employment. The following progressive discipline chart will be utilized for employees with one consecutive full-time years of service in the BOCES:

<table>
<thead>
<tr>
<th>Stage</th>
<th>Intervention</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>Verbal Warning</td>
<td>One time violation of the Acceptable Use Policy, Collective Bargaining Agreement, the Policy Resource Material handbook, or other District Policies or rules of conduct as determined by the sole discretion of the District.</td>
</tr>
<tr>
<td>Level 2</td>
<td>Letter of Counsel</td>
<td>Repeated Level 1 offenses, and/or more significant violations of the Acceptable Use Policy, Collective Bargaining Agreement, the Policy Resource Material handbook, or other District Policies or rules of conduct as determined by the sole discretion of the District.</td>
</tr>
<tr>
<td>Level 3*</td>
<td>Unpaid Suspension: 1 to 5 Days</td>
<td>Repeated level 1 and 2 offenses, and/or serious violations of the Acceptable Use Policy, Collective Bargaining Agreement, the Policy Resource Material Handbook, or other District Policies or rules of conduct as determined by the sole discretion of the District.</td>
</tr>
<tr>
<td>Level 4*</td>
<td>Dismissal</td>
<td>Repeated level 1-3 offenses and/or egregious and serious violations of the Acceptable Use Policy, Collective Bargaining Agreement, the Policy Resource Material handbook, or other District Policies or rules of conduct as determined by the sole discretion of the District.</td>
</tr>
</tbody>
</table>

* The District must notify the bargaining unit member(s) in writing of the suspension/dismissal and the reason for such action. A copy of the notice shall also be given to the Association President.

* Any disciplinary action that exceeds the above limitations must be agreed to by the CSEA and the District.

D. Steps may be omitted or repeated depending on the frequency, severity and/or nature of performance or misconduct displayed at the sole discretion of the District. Serious
misconduct (criminal behavior, assault, insubordination, misappropriation of funds, harassment, discrimination, etc.) may result in immediate termination of employment; however, an employee may not be terminated for any reason without prior review by the Personnel Department. Dismissal may be appealed to the Superintendent of Schools.

ARTICLE 24
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance is defined as any claim, violation, misinterpretation or inequitable application of this Agreement.

2. An aggrieved employee shall mean any employee, and/or group of employees belonging to the Association.

3. Whenever used, the term "day" shall mean a school day unless modified by mutual agreement.

B. Basic Principles

1. 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. The number of days indicated at each level shall be the maximum unless there is mutual agreement to modify them. Effort will be made to expedite the process.

2. An employee shall have the right to petition the Association's Executive Board to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

3. An employee shall have the right to be represented by the Association at any and all stages of the procedure, if the Association's Executive Board wishes to pursue the grievance.

4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.

5. All hearings shall be confidential.

6. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

7. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party or the BOCES, the time limits set forth herein will be reduced to limits mutually satisfactory so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as possible.

8. In the event that a grievance deals with matters which extend beyond the authority of the Division Director, the grievance shall be submitted to the Personnel Department.

9. No grievance will be entertained as described below unless such grievance is
forwarded at the first available stage within ten (10) days after the employee knew, or should have known of the act, or conditions on which the grievance is based.

10. In seeking the resolution of an area in dispute, should the Association utilize the procedures contained in this article; the Association will be precluded from seeking relief in any other forum. Likewise, should the Association, for the purpose of seeking relief on an area in dispute utilize procedures other than those stated in this article, and then the Association will be precluded from utilizing the procedures contained herein. This section will not pertain to judicial cases initiated by the BOCES.

C. Procedures

1. Informal Stage:
   Oral notification and presentation of the grievance shall be made to the Immediate Supervisor by the aggrieved employee, and the Immediate Supervisor will discuss the grievance with said employee orally and informally. All reasonable attempts to resolve the issue will be made at this level.

2. Stage 1:
   a. If the grievance is not resolved in this matter within five (5) days, and the aggrieved employee and the Association’s Executive Board desires to pursue the matter further, said employee will have the responsibility of presenting the grievance orally to the Division Director.
   b. If the grievance is not resolved in this matter within five (5) days, and the aggrieved employee and the Association’s Executive Board desires to pursue the matter further, said employee will have the responsibility of presenting the grievance in writing to the Division Director within five (5) days of the second oral notification and presentation of the grievance. Such written presentation to be made on a form approved by both the BOCES and the Association. Thereafter, a written determination by the Division Director shall be rendered to the employee and the Association’s Executive Board within five (5) days after the written grievance has been presented. Such written determination will be made on a form approved by both the BOCES and the Association.

3. Stage 2:
   a. In the event the aggrieved employee is not fully satisfied with the determination made at the preceding stage, within five (5) days after a determination has been made at the preceding stage, the aggrieved employee and the Association’s Executive Board may make a written request to the Personnel Department for review and determination. A meeting may be held to discuss the issue. Thereafter, a written determination by the Personnel Department shall be rendered to the employee and the Association’s Executive Board within five (5) days after the written grievance has been presented. Such written determination will be made on a form approved by both the BOCES and the Association.
approved by both the BOCES and the Association.

4. Stage 3:

a. In the event the aggrieved employee is not fully satisfied with the determination made at the preceding stage, within five (5) days after a determination has been made at the preceding stage, the aggrieved employee and the Association's Executive Board may make a written request to the Superintendent through the Personnel Department, for review and determination.

b. The Personnel Department will notify all parties concerned of the time and place when a hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held in accordance with the availability of the Superintendent and or his designee.

c. The Superintendent and/or his/her designee's decision will be in writing and will set forth his/her findings, reasoning, and conclusions on the issues submitted within thirty (30) days of the hearing.

d. The Stage 3 decision is final.

ARTICLE 25
DURATION OF AGREEMENT

Ratified, confirmed and executed this 25 day of June, 2009, this Agreement shall be effective as of July 1, 2008 and shall continue in effect though June 30, 2011. The parties agree that negotiable items for this Agreement have been discussed during the negotiations leading to this Agreement and therefore agree that negotiations will not be reopened on any item whether contained herein or not during the life of this Agreement except by mutual consent of both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective representatives.

Superintendent
BOARD OF COOPERATIVE
EDUCATIONAL SERVICES

Date

President
SUPPORT STAFF BARGAINING UNIT

Date

FOR THE DISTRICT

Date

FOR THE BOCES CSEA UNIT

Date