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#### **Contract Database Metadata Elements**

Title: **Sullivan County BOCES District and Sullivan BOCES Unit 8814, CSEA, Local 1000, AFSCME, AFL-CIO (2004)**

Employer Name: **Sullivan County District**

Union: **Sullivan BOCES Unit 8814, CSEA, AFSCME, AFL-CIO**

Local: **1000**

Effective Date: **07/01/04**

Expiration Date: **06/30/08**

PERB ID Number: **6662**

Unit Size: **82**

Number of Pages: **20**

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# AGREEMENT

## GEN/6662

This agreement is made and entered into this 1<sup>st</sup> day of July 2004, by and between the District Superintendent of Sullivan County Board of Cooperative Educational Services, (called District Superintendent, Employer or BOCES), the Civil Service Employees' Association, Inc., Local 1000, AFSCME, AFL-CIO, the recognized union by the Sullivan BOCES unit 8814. The contract duration is four (4) years commencing July 1, 2004 and ending June 30, 2008.

## ARTICLE - RECOGNITION

- A. BOCES Recognizes the Union as the exclusive negotiation agent for the following positions:
- All employees who work at least 975 hours annually as follows: Typist, Clerical, Maintenance Worker, Maintenance Helper, Custodian, Cleaner, Teaching Assistant, Teacher Aide, Physical Therapist Assistant/Aide, Occupational Therapist Assistant/Aide, School Nurse (non Teaching), Child Care Assistant Coordinator and the following coordinators of programs –Health, Safety Risk Management, Child-Care, Computer Operators (Library System), Senior Typist, Computer Technician.
- B. All other categories of CSEA employees that are not covered under the Teachers Agreement or those titles, which have been, designated Managerial/Confidential by PERB or by agreement with the District.
- C. BOCES recognizes the Union for the above-described bargaining unit. Such recognition is for the Union to represent the BOCES employees in the above-described bargaining unit and does not act as a guarantee or continuance of work or job.
- D. In the event of a new title is created, the District and Union shall meet prior to fill date to discuss its inclusion/exclusion in the unit.

## ARTICLE II - DEFINITIONS

- A. A “ten (10) month” employee is a person who is hired to work a ten (10) month year and works a ten (ten) month year. A ten (10) month employee is a teacher assistant, teacher aide, and a food service worker.
- B. A “twelve (12) month” employee is a person who is hired to work a twelve (12) month year and works a twelve (12) month year. A twelve (12) month employee is a full-time typist, stenographer, custodian, cleaner, and building/maintenance worker or helper and personnel assigned to child-care work as noted in ARTICLE 1(A).
- C. “School Year” shall be defined as that period between September 1<sup>st</sup> and June 30<sup>th</sup>.
- D. “Fiscal Year” shall be defined as that period between July 1<sup>st</sup> and June 30<sup>th</sup>.

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### **ARTICLE III – UNION DUES AND BENEFIT DEDUCTIONS**

- A. After submission to BOCES of a validly executed dues deduction card from an employee, BOCES shall deduct dues from the employee bi-weekly, and monthly remit the deduction to the Civil Service Employees Association, Inc., 143 Washington Ave., Albany, NY, together with a listing of the names of the employees from whom dues were deducted, the amount deducted, and a check for the total amount deducted. BOCES shall determine the manner in which the listing shall be made for submission to the Union.
- B. BOCES shall deduct other Union benefits such as insurance, etc. from employee wages and remit said amount as described in “a” of this Article once these benefits are presented, in writing, to the District Superintendent, at least 45 days prior to the conclusion of the BOCES fiscal year. The District Superintendent, however, shall have the right to limit such benefits and to determine which benefits may become payroll deductions. The District Superintendent’s decision as to whether or not items may or may not become wage deductions shall not be subject to grievance procedure.
- C. The Union shall indemnify and hold BOCES harmless from any actions of any kind whether before an arbitrator, administrative agency or court of record which results from any action taken against BOCES pursuant to BOCES’ agreement to deduct dues or others benefits.
- D. Disability Insurance- BOCES shall provide payroll deduction for disability insurance to a company determined by the Union having minimum of five (5) unit members.

### **ARTICLE IV- UNION RIGHTS**

- A. 1) BOCES shall provide the Union, no later than the fourth Monday in September, with a list indicating the names of each employee in the bargaining unit, their date of hire, job title, salary, and the CSEA dues deduction list.  
2) BOCES shall provide all employees, and new employees prior to their start of work, their job description, a copy of the collective bargaining agreement, a CSEA new employee informational packet, and a copy of the employee evaluation procedure.
- B. The Union president and/or his/her designee shall be entitled to eight (8) days of paid leave per year to attend Union business.
- C. No one designee shall use more than three (3) days.
- D. A CSEA representative may come on BOCES premises to meet with members of the bargaining unit upon the following conditions:

- I. The CSEA representative must first obtain permission from the District Superintendent, and
- II. The CSEA representative must meet with the bargaining unit employee(s) when he/she is not required to be working, and
- III. The CSEA representative shall not interfere with any employee's work or the operations of BOCES

#### **ARTICLE V - EMPLOYEE STATUS**

Each employee shall have the duty at all times to keep the District Superintendent informed as to his/her current address and telephone number.

#### **ARTICLE VI – BOCES RECORDS**

- A. BOCES shall make records available from which a representative of CSEA may copy.
  - I Names, home addresses, work locations, and job titles of all employees in the negotiating unit;
  - II Names, homes addresses, work locations, positions, and titles of newly hired, reinstated or transferred employees;
  - III Names of employees terminated;
  - IV Annual financial statement of BOCES filed with the New York Department of Audit and Control;
  - V BOCES' annual budget;

...provided request to examine such records is made to the District Superintendent and examination is made when the BOCES office is open for normal business.

- B. If the examination of the above records is to be made by an employee of BOCES, it shall be done when the employee is not required to be working.

#### **ARTICLE VII- PROBATIONARY EMPLOYEE**

All employees shall serve a probationary period as specified by Rule XIII of the Sullivan County Civil Service rules and regulations as revised in March of 1993.

## **ARTICLE VIII – JOB DUTIES**

The District and Union shall meet to discuss and agree upon an official job description, which accurately reflects the duties and responsibilities of the position, and is subsequently approved by Civil Service.

## **ARTICLE IX - UNION/ADMINISTRATIVE LIAISON COMMITTEE**

There shall be a Union/Administration Liaison Committee, the membership of which shall consist of two (2) representatives of the Union and two (2) representatives appointed by the District Superintendent. It shall be the duty of the Committee to serve as a forum for discussion of any matters related to their work by either the Administration or the Union.

The Liaison Committee shall make written recommendations to the District Superintendent. The decision or recommendations of the District Superintendent shall be final and binding on all parties. The Liaison Committee shall meet at least on a quarterly basis, at mutually agreed dates and times.

The scope and function of the Committee shall not include items which may be considered a violation of the contract or which is a grievance and may be processed under the grievance procedure.

## **ARTICLE X – BULLETIN BOARD**

BOCES shall make available one (1) bulletin board per building for the Union at a location determined by BOCES. The bulletin board shall be used for official union notices and each notice, prior to posting must be signed by a union official and a copy first given to the District Superintendent or his designee to show that it complies with this paragraph.

## **ARTICLE XI – WORKDAY AND OVERTIME**

- A. **Normal Workday:**
- I Instructional related staff, physical therapy aides, occupational therapy aides, nurses, the cafeteria manager, and the cafeteria assistant shall work a seven (7) hour workday, inclusive of a thirty (30) minute duty-free lunch period.
  - II For a clerical employee and child-care workers, the normal workday shall be seven (7) hours plus a thirty (30) minute non paid lunch hour.

- III For a maintenance employee, the normal workday shall be eight (8) hours plus a non-paid thirty (30) minute lunch period.
- IV For a food service employee, the normal workday shall be the hours set by the District Superintendent or his designee.
- B. Depending upon work requirements, the District Superintendent may change the normal starting and /or quitting time of any employee after the District Superintendent or his designee has notified the employee at least one week in advance of such change, unless there are exigent circumstances.
- C. An employee who works more than his/her normal workday and/or work week shall be compensated at the rate of time-and-a-half work over eight (8) hours her day, or over 40 hours per week. Overtime must have prior approval by the immediate supervisor.
- D. The District Superintendent may determine to reduce the hours of work for typist, stenographers, cleaners and building maintenance workers during July and August and or the Christmas vacation and/or Easter vacation. The number of hours to be reduced as determined by the District Superintendent shall not be subject to the grievance procedure.

**ARTICLE XII - HOLIDAYS**

- A. This Article shall apply only to employees who work a twelve (12) month year as set forth in Article II (B), and ten (10) month typist.
- B. An employee's weekly salary shall not be reduced if any of the holidays set forth below occur and the employee does not work on the holiday provided all of the following are met:
  - I The holiday occurs during the period when BOCES school is closed and its teaching faculty does not work, and;
  - II The employee completed the probationary period before the date of the holiday and/
  - III The employee works the entire BOCES scheduled workday before the holiday and the entire BOCES scheduled workday after the holiday, except when the employee is on paid vacation on either or both days;

**C. For the purposes of the above, the holidays recognized are:**

- New Years Day
- Martin Luther King Day
- Lincoln or Washington's Birthday as determined by District Superintendent
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- One-half (1/2) day before Christmas day
- Christmas Day
- One-half (1/2) day before New Years Day

If the District Superintendent or his designee determines that maintenance staff are needed for emergency work or snow work, he shall have the right to call in all or some of the maintenance staff on any or all of the above holidays and shall be paid at the rate of double time.

In consultation with the Unit President on or before October 1<sup>st</sup> each year, the Superintendent may exercise discretion in substituting one full day holiday in lieu of the two one-half holidays of day before Christmas and the day before New Years. The Superintendent shall promptly communicate his decision to the bargaining unit members as to which of the two days shall be changed from a half-day holiday to a full-day holiday.

- D. In the event a holiday falls on a Saturday or Sunday, employees shall be entitled to a compensatory day for each such holiday. If Sullivan County BOCES closes on a Friday or Monday due to a weekend holiday, this provision does not apply.

**ARTICLE XIII VACATIONS**

- A. This Article applies to employees who work a twelve (12) month year as set forth in Article II (B). Ten (10) month typists shall be entitled to .83 of the twelve-month employees' vacation allotment, rounded up to the nearest whole day.
- B. After one year last continuance service, an eligible employee shall receive ten (10) days paid vacation if the employee was paid for two-hundred-sixty (260) full days in the previous year; otherwise the employee shall receive a pro rata vacation and vacation pay. The percentage of vacation pay shall be determined with two-hundred-sixty (260) as the denominator and the number of full days for which the employee was paid in the previous year as the numerator.

- C. Previous year shall mean July 1 to and including the next June 30.
- D. Employees shall receive vacation based on the following schedule:
 

<b>0 - 1 years</b>	<b>Last Continuous Service</b>	<b>10 Days</b>
<b>2 - 5 years</b>	“ “ “	<b>12 Days</b>
<b>6 - 10 years</b>	“ “ “	<b>14 Days</b>
<b>11 - 15 years</b>	“ “ “	<b>16 Days</b>
<b>16 - 20 years</b>	<b>1 additional day per year up to</b>	<b>20 days</b>
- E. Eligible employees shall notify the District Superintendent or his designee of their requested vacation times.
- F. Vacation pay shall be the employee’s regular straight time daily rate for each day of vacation.
- G. Employees may accumulate no more than thirty (30) days vacation. Prior approval of the District Superintendent must be obtained if a block of more than ten (10) days are to be used at one time.
- H. If an employee transfers from a ten-month position to a twelve-month position, said employee starts with ten (10) days vacation as outlined in sub-section “B” above.

**ARTICLE VIX - LEAVES**

- A. **Sick Leave**
  - I All unit employees shall earn sick leave at the rate of one and one-half (1 ½) days per month cumulative to two hundred (200) days. Sick leave shall be adjusted on a pro-rata basis for persons employed after the start of the school or fiscal year.
  - II An employee who is ill or injured and not eligible for workers’ compensation benefits may use his/her accumulated sick leave days. For each day of sick leave taken, the employee shall be paid his/her regular straight time rate for each day portion thereof.
  - III Appropriate sick leave forms shall be completed by an employee requesting sick leave.
  - IV Absence beyond three (3) consecutive days, or frequent absences must be validated by a physician’s statement if requested by the District Superintendent, or his designee. A doctor’s note may be required when a



unit member exhibits a pattern of sick leave abuse, which is inconsistent with random illness.

- V unit members with pregnancy related disabilities shall be entitled to utilize sick leave days, as provided for in paragraph II above.
- VI **Sick Day Buyout** – CSEA members who use six (6) or fewer days of sick leave per year shall be entitled to \$20.00 for each day, up to six (6) unused days, provided that written notice is given to the Business Office by November 1<sup>st</sup>, regarding pay for such days from the preceding school year.
- VII Ten-month unit members who work summer school will be entitled to use one (1) sick day providing they have accumulated sick leave available. This does not increase the number of days accrued but rather allows the employee to use one of their sick days during summer school.

B. **Emergency Sick Leave**

The School Board and then Union, realizing the economic effects of a long-term illness of any employee, have joined together in establishing a voluntary Emergency Sick Leave Bank.

- I **Emergency Sick Leave Board** – An Emergency Sick Leave Board consisting of three (3) members and three (3) alternates (trustees) of the bargaining unit, shall be appointed by the Unit President for a term coinciding with the term of the Unit President.

The Board shall administer the Bank, be responsible for the accepting and recording of members, maintaining records regarding the number of sick leave days in the Bank, and acting on each application for benefits submitted to it, within ten (10) working days.

- II **Eligibility Membership** – All employees in the bargaining unit who have completed at least six (6) months of continuous services shall be eligible to join within sixty (60) days after the ratification of this Agreement and, thereafter, during the month of September. Membership is earned when an employee voluntarily contributes two (2) days of their earned sick leave time to the Bank.

New hires shall be eligible for membership in the Bank voluntarily contributing two (2) of their sick leave days during the seventh (7<sup>th</sup>) month of employment.

Once a contribution has been made, it may not be withdrawn.

Payroll clerks and/or the person responsible for the time and attendance records will distribute contribution forms supplied to them by the Union.

III **Bank Membership Maintenance** – When the Bank’s remaining total number of sick leave days falls below forty (40) days, further contributions may be required by the Board. The Board will notify each member of this fact in writing, and will request a further contribution of one (1) day per member. Membership in the Bank can only be maintained by complying with such request. Non-compliance will not result in previously contributed sick leave time being returned.

IV **Eligibility for Benefits** - An enrolled member who has exhausted all their accumulated time credits as a result of a prolonged illness, disability, injury of mental incapacity's is eligible to apply to the Sick Leave Board. The member must complete the "Application for Emergency Sick Leave Bank Benefits" form and shall provide the Board with any documentation deemed necessary by them with regard to the nature and duration of the disabling condition.

The Board shall have the right to disapprove an application for appropriate reason, including *improper use* of accumulated time credits (i.e. suggesting a pattern of absences.)

The Board shall also have the right, at any time, to consult with independent medical practitioners.

The Sick Leave Board shall be required to consider medical evidence submitted to it by the District whenever the District seeks to challenge the intended use of Sick Bank days by a unit employee.

After finding that the application meets the requirements described above, the initial application may be granted for up to forty (40) working days. Vacation, Personal Leave and Sick Leave credits shall not be earned for periods when an employee is on such leave with pay.

V **Renewal of Application** - If, after making its original determination, it is found that a member's recovery shall require more than forty (40) working days, the Board shall reconvene to determine renewal of the application for up to forty (40) days. However, the maximum number of days the Board may allocate for any one illness shall not be more than one-hundred (100) working days.

VI **Finality of Sick Leave Board Decision** - Decisions of the Sick Leave Board shall be final and not subject to the grievance procedure.

C. **Personal Leave**

- I All unit employees shall be eligible for three (3) personal days leave per fiscal year not related to sick leave. The application for use of these days must be submitted on BOCES "Request for Leave" form, at least five (5) days in advance, setting forth the date of the personal leave, together with the reason thereof. Personal days shall be adjusted on a pro rata basis for persons employed after the start of the school or fiscal year.
- II An employee is to be paid his/her regular straight time rate for each day or portion thereof for each personal day.
- III Permission for days of personal leave shall be subject to the discretion of the District Superintendent, or his designee. Except in the instances in which the District Superintendent may feel that circumstances are extenuating, employees should not anticipate approval of requests involving days immediately prior to or subsequent to vacation periods or days on which the employee is responsible for specially assigned duties in connection with the operation of school activities.
- IV The unused portion of personal leave shall be added to the employee's sick leave accumulated balance at the end of each fiscal year.
- V Twelve –month employees will be given one (1) additional personal day, which will not roll over to sick time if it is not used within the year.

D. **Family Illness Leave**

In the case of serious illness in the immediate family, which requires the employee to remain at home, each ten (10) month employee shall be allowed to use up to five (5) days of his/her accumulated sick leave per school year. Each twelve (12) month employee shall be allowed to use up to six (6) days of his/her accumulated leave per fiscal year.

Immediate family shall be defined as spouse, son, daughter, mother, father, brother, sister, father-in-law, mother-in-law, grandparents of both spouses, brother-in-law, sister-in-law, grandchild or foster child or foster parent residing with the family. The Board policy as it relates to the Family Medical Leave Act shall be incorporated into this Agreement.

E. **Bereavement Leave**

When a death occurs in the employee's immediate family, the employee will be allowed up to three (3) consecutive days off from scheduled work with pay to attend the funerals. The three (3) days shall not be charged to sick or personal leave. The three (3) consecutive days shall begin the day after the death.

Permission for days of bereavement leave will be subject to the discretion of the District Superintendent.

F. **Leave Without Pay**

- I An employee who has completed the probationary period may apply for a non-paid leave of absence for up to six (6) working months upon forms supplied by the employer, together with any necessary supporting documents.
- II On or before seven (7) calendar days after the District Superintendent receives the written application for leave of absence, the District Superintendent shall notify the applicant in writing of the BOCES decision together with the amount of leave, if the application is approved within seven (7) calendar days after the BOCES Board meets.
- III If an employee desires an extension of his/her non-paid leave of up to thirty (30) additional calendar days, the employee must make application for such extension in writing at least ten (10) calendar days before the termination of the existing leave. The District Superintendent shall make his recommendation to the BOCES Board at the next regular Board meeting. The District Superintendent shall notify the employee, in writing, of the BOCES Board decision within five (5) calendar days after the Board meeting.
- IV An employee who is on an approved leave of absence or extension of such leave, shall not accrue any time for benefits.
- V An employee returning from a leave without pay must work a minimum of 20 days during the month he/she returns in order to qualify for accumulated sick and/or personal days for that month.
- VI It shall be at the discretion of the District Superintendent as to whether or not an employee may resume work earlier than the date initially requested on the employee's original request for leave. The District Superintendent's decision is final and not subject to the grievance procedure.

G. **Child Rearing Leave**

- I Child rearing leave may be granted for no more than one (1) complete school year beyond the end of the school year in which the leave was granted.
- II An employee on child rearing leave may continue his/her health insurance coverage by agreement to pay 100% of the insurance premiums.

## ARTICLE XV- GREIVANCE PROCEDURE

- A. A grievance is a claimed violation, misinterpretation, or misapplication of the written terms of this agreement.
- B. The employee shall reduce the grievance to writing upon forms supplied by the District Superintendent and given to his/her immediate supervisor within fourteen (14) calendar days after the first occurrence of the facts that led to the grievance, otherwise, the right to grieve is lost.
- C. The grievance shall consist of a written statement signed by the grievant containing the following:
  - I The name, residential address and department of employment of the grievant.
  - II The name of departments of employment of each other employee or official involved in the grievance.
  - III The name and address of the employee's representative, if any, and his/her department of employment if he/she is a fellow employee.
  - IV A concise statement of the nature of the grievance, the facts relating to it including, without limitation, the time and date, the article and section of this contract alleged to have been violated, and the relief requested.
- D. The immediate supervisor may hold a meeting on the grievance and may give his/her decision in writing within fourteen (14) calendar days after receipt of the written grievance. If no answer is given within fourteen (14) calendar days, the grievance shall be deemed denied.
- E. If no satisfactory solution is reached, the aggrieved employee may submit the grievance to the District Superintendent within fourteen (14) calendar days after his/her supervisor's answer or the date it should have been answered; otherwise the right to proceed with the grievance is lost.
- F. The District Superintendent or his designee may hold a hearing on the grievance and may render a decision, in writing, within fourteen (14) calendar days after receipt of the written grievance. If no answer is given within fourteen (14) calendar days, the grievance shall be deemed denied.
- G. If no satisfactory solution is reached, the employee may submit the grievance to the District Superintendent's secretary for the BOCES Board of Education, provided it is done within fourteen (14) calendar days after the District

Superintendent or his designee responded or should have responded; otherwise, the right to proceed with the grievance is lost.

- H. The BOCES Board of Education, after due notice, may hold a hearing and shall render its decision within fourteen (14) calendar days after the grievance is submitted. The Board will give three (3) copies of its decision to the grievant.
- I. CSEA, Inc., may make a demand for final and binding arbitration within thirty (30) days after a decision by the Board has been received by the grievant.

The rules and procedures of the American Arbitration Association shall be used.

The cost of the arbitrator shall be shared equally by both parties.

This sub-section (I.) shall terminate on June 30, 2001, and be subject to renegotiation by the parties.

- J. An employee may follow the grievance procedure set forth in this agreement or pursue his/her rights under the applicable New York State Law. The employee shall not have the right to follow the grievance procedure as set forth in this agreement *and* pursue his/her rights under the applicable New York State Law.

#### **ARTICLE XVI - IMPLEMENTATON**

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit 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 XVII – SAVINGS CLAUSE**

If any part hereof, or any provisions herein contained, be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a Court of Competent Jurisdiction or by the decision of any authorized governmental agency, such invalidation of such part or portions of this agreement, shall not invalidate the remaining portions thereof, it being understood that the remaining parts or portions shall remain in full force and effect.

## **ARTICLE XVIII – TRANSFER OUT OF BARGAINING UNIT**

The District Superintendent shall have the sole discretion to offer an employee a position outside the bargaining unit upon the notification of the Union President. However, the employee shall have the right to refuse such offer.

## **ARTICLE XIX – NO STRIKE OR LOCK OUT**

- A. No employee shall, in any way, directly or indirectly, cause or encourage or participate or engage in any strike, sit-down, sympathy strike, sit-in, concerted failure to report for work or stoppage of interruption of work, boycott, picketing, or interference with the operation of BOCES at its Liberty NY location or other location(s).
- B. The Union, its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, for work or stoppage or interruption of work, boycott, or interference with the operation at BOCES at its Liberty NY or other location(s), nor shall the Union ratify, condone or lend support to any such conduct or actions.
- C. If any employee or group of employees are responsible for any of the acts set forth in paragraph "A" and/or "B" above, in this Article, the employee or group of employees shall be subject to discipline and/or discharge. Only the question of act as to whether the employee(s) encouraged, engaged in, participated in, or were responsible for any of the acts set forth in paragraphs "A" and/or "B" shall be subject to review through the grievance procedure.
- D. BOCES agrees it will not lock out any employees during the term of this agreement.

## **ARTICLE XX – MANAGEMENT RIGHTS**

BOCES has, retains, and shall possess and exercise all BOCES rights, functions, powers, privileges and authority it possessed prior to entering into this contract with the Union, excepting such as are specifically relinquished or restricted in the written clauses of this agreement. As an illustrative of rights of BOCES so possessed and retained, with such illustration to be in no way construed as a limitation thereof, BOCES shall have the sole and exclusive right to manage the schools and buildings at its Liberty NY location or other location(s) and all of their physical facilities, determine and change staffing, budget, methods of operation administratively, educationally, and for the maintenance of all real practices, standards, total property care, types, methods and systems of education, direct the working forces, determine the number of shifts to be worked; hire

bargaining unit employees, determine and change the number and kind of employees in each location, discipline, discharge, lay off and recall employees; to create new job classifications and their duties, assign work to specific employees, to make rules and regulations governing the operation of the BOCES Liberty Schools and property and operations at other location(s) and the work and conduct of all employees and to revise the same from time to time and to require compliance by the employees therewith; and generally to control and direct the schools, buildings and employees and all their operations and affairs.

**ARTICLE – DISCIPLINE AND DISCHARGE**

An employee who has completed the probationary period shall not be disciplined and/or discharged without just cause.

**ARTICLE XXII – COMPLETE CONTRACT**

The District Superintendent and Union acknowledge that this agreement represents the result of collective bargaining between the parties and conducted under the applicable law, and constitutes the entire agreement between the parties for the duration of the life of the agreement.

**ARTICLE XXIII – SUBSTITUTE PAY**

A. When a teacher aide, teacher assistant, or physical therapy aide acts as a substitute teacher or therapist upon direction of the District Superintendent or his designee, the teacher aide, teacher assistant or physical therapy aide shall receive the following payments in addition to his/her regular pay for acting as a substitute teacher.

<b>I</b>	<b>More than half a day to a complete school day</b>	<b>\$25.00</b>
<b>II</b>	<b>One-half day</b>	<b>\$12.50</b>

**A half a day is considered 3 ½ hours or less.**

B. When employees in the job titles listed in paragraph A substitute for a teacher for more than twenty (20) consecutive days, his/her daily rate of pay for such substitute work shall be equal to the rate of pay for a BA Step 1, in Sullivan County BOCES Teacher Association.

The stipend shall be retroactive to day one (1) of the assignment once the twenty (20) – day limit is exceeded. The employer agrees not to change an employee’s assignment, without good cause, to avoid payment of the substitute stipend.



- C. Food service worker stipend- there will be a \$25.00 per diem stipend for the cafeteria employees designated by the cafeteria manager to substitute in his/her absence.

**ARTICLE XXIV – HEALTH INSURANCE**

- A. If the present health insurance plan continues, BOCES shall have the right to continue with the present plan or to provide another plan with the State of New York or another insurance carrier which plan shall be substantially the same on the date the BOCES changes the carrier or goes with another plan with the State of New York or another carrier, and on no other dates. If the present health insurance plan is abolished or changed by the state of New York, then the BOCES shall have the right to:
  - I Cover all eligible employees with the new changed plan irrespective as to its provisions, as long as the BOCES shall not pay any more than it did on the month before the plan was changed, or
  - II To cover the eligible employees with another carrier by a plan substantially equivalent to the changed State Plan or the previous plan on the date the BOCES changes the carrier, and on no other date.
  - III Effective with the July 1, 2004 school year, the BOCES will offer the DEHIC Alternate PPO Health Insurance Plan commencing January 1, 2005. Also, a Section 125 IRC Flexible Benefits Plan will be implemented to cover employee deductibles, co-pays and childcare / elder care capped at \$3,000. Such plan will be implemented through a third party administrator.
  - IV Employees hired after July 1, 2004 will contribute towards health insurance premiums as follows:
    - 5% July 1, 2004 –June 30, 2005
    - 8% July 1, 2005 -June 30, 2006
    - 8% July 1, 2006 - June 30, 2007
    - 8% July 1, 2007 –June 30, 2008
- C. Employees covered by this Agreement who choose not to participate in the Health Plan shall receive One-Thousand-Four-Hundred (\$1,400) dollars annually in addition to their salary.
  - I The One-Thousand-Four-Hundred (\$1,400) dollars is in addition to the normal salary and is not to be included in any calculations concerning annual increases.
  - II One-Thousand-Four-Hundred (\$1,400) dollars is to be added to the annual salary and payment is to be included as part of the annual salary. Normal tax and Social Security deductions will be calculated.

- III If an individual chooses to add or drop Health Insurance during the employment year (July 1 to June 30) the One-Thousand-Four-Hundred (\$1,400) dollars will be pro-rated.
- IV Conditions for re-enrollment in the Health Insurance Plan are determined to be the same as for new employees who are covered, upon notice to the District.
- V A formal document will be signed by an employee wishing to drop their health insurance coverage or when they wish to re-enter the plan; see Appendix "A" to this Agreement.

D. **Dental Insurance**

Employees shall pay 25% of the cost of the premium for family dental insurance as currently provided. Employees selecting individual coverage shall have no contribution.

Family coverage and orthodontics will be available for any employee. The employee would have to make up the difference in premium over the above-listed amounts each year. This can be done through payroll deduction.

**ARTICLE XXV – CREATION OF NEW CLASSIFIED CIVIL SERVICE**

The Board, through the District Superintendent, or his designee, shall inform the President of the Union, in writing, when a new position is created, together with the duties and rate of pay. It is understood that the actual designation of any such title remains the function of the Sullivan County Civil Service Department. The establishment of the salary schedule for any such title shall be the prerogative of the Board and not subject to the grievance procedure.

**ARTICLE XXVI – RETIREMENT SYSTEM**

- A. The employer shall continue the present New York State Employees Retirement System as described in Section 75i of the Retirement Law.
- B. Effective fiscal year 1986-87, BOCES shall adopt Section 41J of the New York State Employees Retirement System allowing an employee to use accumulated sick days (up to 200) as additional time for Retirement Service Credit.
- C. For a Teacher Assistant, the employer will continue the present New York State Teachers Retirement System.
- D. Upon retirement, for Teacher Assistants only, accumulated sick leave may be converted to a cash payment of up to a maximum of \$4,500.00. The value shall

be determined at 1/600<sup>th</sup> of final salary contract to be paid for each day of unused sick leave upon retirement.

**ARTICLE XXVII – SALARY SCHEDULES AND SALARIES**

A. Effective on July 1 of each year of the new agreement salaries will be increased as follows:

- 4% July 1, 2004 – June 30, 2005
- 4% July 1, 2005 - June 30, 2006
- 4% July 1, 2006 – June 30, 2007
- 4% July 1, 2007 – June 30, 2008

C. As soon as practicable, after the effective date of the new Agreement, all employees’ paychecks will be distributed by direct deposit to a bank account specified by the employee. Exceptions will be granted for extenuating circumstances, upon appeal to the District Superintendent, or the Superintendent’s designee.

D. CSEA employees will now be offered the option of either 22 pays or 26 pays effective September 1, 2004. The 21 pay option is no longer available

**Minimum Hire Rates**

Teacher Aide	\$11,728	Nurse	\$23,820
Teacher Assistant 1	\$11,978	Childcare Assistant	\$25,901
Teacher Assistant 2	\$12,228	Childcare Coordinator	\$35,730
Teacher Assistant 3	\$12,728		
Stenographer	\$22,325	Health Risk Mgt Coordinator	\$35,730
Food Service Worker	\$8,525	Physical Therapy Assistant	\$23,820
Maintenance Worker	\$28,012	Occupational Therapy Assistant	\$23,820
Maintenance Helper	\$23,958	Teacher Aide (Childcare)	\$16,483
Custodian	\$27,714	Teacher Assistant (Childcare)	\$21,490
Courier	\$22,940	Computer Technician	\$40,517
Cleaner	\$20,217	Typist	\$21,175
Computer Operations		Senior Typist	\$23,921
Supervisor	\$30,626		

It is the intention that these new minimum rates will be used to the fullest extent possible. The Union recognizes that the District may need to deviate from these minimums when new hires have existing experiences and skills from similar employment.

E. **Longevity's**

Full-time unit members shall be entitled to longevity payments as set forth below after having worked the requisite number of full school years of service:

<b>10 school years</b>	<b>\$475.00</b>
<b>15 school years</b>	<b>\$500.00</b>
<b>20 school years</b>	<b>\$525.00</b>

If an employee is hired prior to February 1st, he/she shall be credited with a full school year of service for that school year.

Longevity pay for the final year of employment shall be pro-rated, unless the employee retires or terminates employment on June 30th.

F. **In-Service Credits**

A fifty-dollar (**\$50.00**) one-time payment will be granted to employees upon completion of an in-service instruction course or several courses which, in the aggregate, require at least ten (**10**) hours of instruction. Occupational Therapy Assistant, Physical Therapy Assistant and Registered Nurse shall have the fifty dollar (**\$50.00**) increase included as part of their salary.) All in-service instructional courses must receive prior approval by the BOCES Superintendent or his/her designee.

G. **Ten-Month Typist Salary**

A ten-month typist shall work the same workdays between September 1st and June 30<sup>th</sup> as the twelve-month staff.

- H. 1) Employee Uniforms –The District shall provide all Maintenance personnel with eleven (11) uniforms annually. The District shall also provide for the laundering of the uniforms, at no cost to the employees. The clothing allowance shall be eliminated for those employees being provided uniforms.
- 2) Cafeteria staff shall be paid an annual clothing allowance of **\$100.00 per year**. Employees will provide receipts annually.
- I. A Maintenance Worker(s) assigned as a Maintenance Foreman(s) shall receive an annual stipend of **\$3000** - Three Thousand dollars.
- J. The Typist assigned to the Maintenance Office shall receive an additional stipend of Two-Thousand dollars/year (**\$2000**). This office will be responsible for the Shipping and Receiving functions at BOCES.

- K. The Teacher Aide assigned to the Alternative Learning Center (ALC) shall receive a stipend of One-Thousand-Five-Hundred dollars/year (**\$1600**).

**ARTICLE XXVIII - STAFF INSERVICE**

Unit members will be expected to participate one (1) hour every other month for the 1998-99 school year. There after they shall participate one hour per month, after the end of the regular school day, for meetings and staff development activities.

**ARTICLE XXIV - DURATION**

This Agreement shall become effective when ratified by the Union and BOCES Board of Education and shall continue in full force and effect until June 30, 2008 and thereafter for one year periods unless either party notified the other, in writing, at least ninety (90) days prior to the end of this Agreement of its intent to alter, amend or terminate this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written.

**SULLIVAN COUNTY BOCES**

**BY:** \_\_\_\_\_  
**Martin D. Handler, District Superintendent**

**SULLIVAN BOCES UNIT #8814**

**BY:** \_\_\_\_\_  
**Laura Pomerantz, President**