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Title: **Herkimer County BOCES and Herkimer County BOCES, CSEA, Local 1000 AFSCME, AFL-CIO, Herkimer County Local 822 (2008)**

Employer Name: **Herkimer BOCES**

Union: **Herkimer BOCES, CSEA, AFSCME, AFL-CIO**

Local: **Herkimer County Local 822, 1000**

Effective Date: **07/01/08**

Expiration Date: **06/30/12**

PERB ID Number: **6615**

Unit Size:

Number of Pages: **24**

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GEN/6615

AGREEMENT

By and Between the

BOARD OF EDUCATION

and the

**HERKIMER COUNTY BOCES
CSEA, Local 1000 AFSCME, AFL-CIO**



Herkimer County Local 822

RECEIVED July 1, 2008 – June 30, 2012

NOV 25 2008

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ARTICLE I
RECOGNITION PROVISION

- 1.1 The Herkimer County BOCES, employer, recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME/AFL-CIO, as the recognized union, by the Herkimer County BOCES Unit, as the sole and exclusive representative for the collective negotiations with respect to salaries, wages, hours and all other terms and conditions of employment for the employees in the bargaining unit.
- 1.2 The parties agree that there are the following exclusions from the bargaining unit, notwithstanding PERB's definition of the unit, in 1975, as including "all non-instructional employees":
- School Business Administrator (*the position assigned to a component district*)
 - Secretary to the District Superintendent
 - Supervisor of Buildings, Grounds, and Transportation (*the position assigned to a component district*)
 - Secretary to Assistant Superintendent for Instruction/Certification (2 positions)
 - Secretary for Personnel
 - Nurse Practitioner
 - All part-time employees
- 1.3 The CSEA shall have exclusive payroll deduction of membership dues, insurance premiums and other authorized deductions for employees.
- 1.4 Deductions will be remitted to the CSEA, Inc., Capitol Station, Box 7125, Albany, NY 12224.
- 1.5 The employer shall supply to the Herkimer County BOCES' CSEA Unit, on an annual basis, the name, item number and work location and date of hire of all employees. In addition, the employer shall supply a listing of employees showing the item number and work location, who terminate their employment.
- 1.6 The BOCES recognizes that CSEA has the exclusive access to employees of its bargaining unit to discuss benefits and services associated with the CSEA. This access must have pre-approval from the BOCES' District Superintendent or Deputy Superintendent. Such access, with prior approval will be allowed for a representative to meet with employees during break periods, lunch periods, before or after school, or through the use of employee leave accruals.

ARTICLE II
NEGOTIATIONS PROCEDURE

- 2.1 The terms and conditions of employment provided in this agreement shall remain in full force and effect unless altered by successive negotiations between parties.

2.2 Neither party in any negotiations shall have any control over the selection of the representatives of the other party.

The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and reach compromise in the course of negotiations, subject however, to final ratification of the CSEA membership and appropriate legislative action by the Board of Education.

2.3 If any provision of this agreement or any application of this agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. If a determination is made, the parties to this agreement shall convene immediately for purposes of negotiating a satisfactory replacement for such term or provision hereof as may have been declared null, void or inoperative. It is understood that should negotiations be reopened by this clause that such negotiations shall be restricted to those items declared invalid.

2.4 Both parties agree that negotiations will not be reopened on any item during the contract period, unless by mutual agreement.

2.5 No official policies heretofore adopted by the Board are modified, abrogated or amended by this agreement except as specifically provided herein.

2.6 Negotiations to revise this agreement may be instituted by either party on or about February 1 of the final year of this agreement.

ARTICLE III GRIEVANCE PROCEDURES

3.1 It is the policy of the Board and the CSEA membership that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be used as precedent in a later grievance procedure.

3.2 The following definitions shall apply to this article:

- A "*grievance*" is any alleged violation of this agreement or any dispute with respect to its meaning or application.
- A "*non-instructional employee*" is any person in this unit covered by this agreement.
- An "*aggrieved party*" is any employee or group of employees covered by this agreement who submit a grievance or on whose behalf it is submitted, the CSEA membership and (when it submits a grievance) the Board.

3.3 In the submission of grievances, these steps shall be followed:

- a) Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
- b) Each grievance shall be submitted in writing and shall identify the aggrieved party, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance or redress sought by the aggrieved party.
- c) A grievance shall be deemed waived unless it is submitted within thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based.
- d) An employee or group of employees may submit grievances, which affect them personally, and shall submit such grievances to their immediate supervisor (administrator).
- e) The CSEA membership may submit any grievance via its established Grievance Committee. If it is limited in effect to one non-instructional area, the grievance shall be submitted to the appropriate administrator. Otherwise it shall be submitted directly to the District Superintendent.
- f) The Board shall present grievances to the President of the CSEA membership.

3.4 Upon receipt of a grievance, these procedures shall be followed:

- a) The administration shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the administration, or if no response is received within ten (10) working days after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the District Superintendent.
- b) The District Superintendent or his designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance, and shall deliver to the aggrieved parties a written statement of his position with respect to it, no later than ten (10) working days after it is received by the District Superintendent.
- c) Within ten (10) working days after receiving a grievance from the Board, the CSEA membership shall deliver to the District Superintendent a detailed statement of its position with respect to the grievance.
- d) In the event the CSEA membership or the Board is not satisfied with the statement of the other with respect to a grievance, it may, within thirty (30) working days after receiving the statement, refer the grievance to arbitration by requesting that the American Arbitration Association propose the names of seven (7) arbitrators.

A copy of such request shall be forwarded to the District Superintendent or the President of the CSEA membership.

3.5 In the event of Arbitration:

- a) Upon receipt of the names of the proposed arbitrators, a designee of the District Superintendent and of the CSEA membership shall strike names from the list until one ultimately is designated as the arbitrator.
- b) The arbitrator's decision will be in writing and will set forth his findings, reasonings, and conclusions on the issue submitted.

The arbitrator will be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to alter, add to or detract from the provisions of this agreement.

- c) The cost for the services of the arbitrator will be borne equally by the Board and the CSEA membership.
- d) The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies which otherwise could be available.

ARTICLE IV
POLICY REGARDING LEAVES

4.1 **Sick Leave:**

Non-instructional personnel employed on a twelve (12) month basis are allowed fourteen (14) days of sick leave at full pay per year. Ten (10) month employees are allowed twelve (12) days sick leave at full pay per year. The number of unused sick leave days shall be cumulative to two hundred and ten (210) days.

Before absence for personal illness may be charged against accumulated sick leave credits, the Board may require such proof of illness as may be satisfactory to it, or may require the employee to be examined, at the expense of the Board, by a physician designated by the Board. Leave balances, rounded to the nearest ½ day, will be pro-rated for employees hired after July 1 of any contract year, unless otherwise specified.

4.2 **Personal Leave:**

Personal leave is leave with pay for personal business including religious observance and may be allowed in half-day (1/2) units not to exceed a total of three (3) days per year non-accumulative. However, unused annual personal leave will be added to cumulative sick leave, within the maximum of two hundred and ten (210) days. Leave balances, rounded

to the nearest ½ day, will be pro-rated for employees hired after July 1 of any contract year, unless otherwise specified.

4.3 Leave Without Pay:

- a) Leave without pay shall be granted for child rearing, and may be granted for other purposes, by the Board of Education to permanent employees who have completed one (1) year of employment. Leaves are available for a period up to six (6) months (a supplemental extension of six (6) months may be granted).
- b) A childcare leave of absence shall be granted for a period not to exceed two (2) years. Such leave of absence shall be without salary and shall not result in any advancement in salary. An unpaid leave of absence for childcare must be requested in writing to the District Superintendent, and must be acted upon by the Board of Education.
- c) Childcare leaves may be requested by mother or father after childbirth or adoption. Normal sick leave shall be available for pregnancy and childbirth. If an unpaid childcare leave follows the mother's childbirth, it shall begin on the date the physician certifies that the period of disability is ended, or when the employee's paid sick leave is exhausted, whichever occurs first. If the leave does not immediately follow disability due to childbirth, it shall begin on a date agreed between the Board and the employee who requests the leave.
- d) When applicable, the employee will produce a statement from her attending physician indicating her physical capabilities of performing all the duties of her position prior to her return.
- e) Except in cases when it would be impossible to do so, the employee may be expected to give at least ninety (90) days notice of departure or return.

These time limits will ensure time for the Board to secure an adequate replacement and to locate a vacancy into which to place the returning employee.
- f) In cases where more than one member of a family unit is employed by the BOCES, one may be on childcare leave at a given time. Only one leave, per family, per child.
- g) An employee may elect to continue group insurance benefits during a leave at his/her own expense and will be notified of the option to do so at the time leave is granted.
- h) All unpaid leaves will be subject to the rule, "*Benefits do not accrue during the time an employee is on unpaid leave of absence.*" All seniority and other benefits, such as vacation time and sick leave, which were credited prior to the leave of absence, will be restored to the employee upon return to work. Each employee's anniversary date will be adjusted an amount of time equal to the length of the unpaid leave of absence.

- i) The employee shall be guaranteed returning to the same job title and at the same step on the salary plan at which he/she left.
- j) With the exception of childcare leave as described above, the granting of leave without pay may be approved on an individual, specific basis where exceptional circumstances justify the need for such leave. Leaves of absence without pay will generally not be approved for routine or repeated absences. Approval of all such leaves requires the specific approval of the District Superintendent or his/her designee.

4.4 **Jury Duty:**

Time off, with pay, will be granted when an employee is required to appear for jury duty. The compensation paid non-instructional employees for jury duty will be refunded to the Board, except for mileage compensation.

4.5 **Snow Days:**

Up to two (2) days annually, non-accumulative, with full pay, at the discretion of the employee's immediate administrator may be granted for snow days when schools are closed as the result of bad weather. Leaves may be granted in half-day (1/2) units. Ten (10) month full-time employees who supply direct service to pupils will not be required to work on days that the school in which they are regularly employed is closed because of weather conditions. They shall receive full pay for these days. Unused snow days will be added to cumulative sick leave within the maximum of two hundred and ten (210) days. Employees hired after January 1 of any school year will be entitled to one (1) snow day.

4.6 **Vacation Leave:**

Paid vacations for twelve (12) month full-time employees shall be granted as follows:

- a) To be eligible for vacation credits, an employee must be in paid status as further defined below.
- b) Ten (10) days of vacation after one year of completed service. After the first year of completed service, one additional day for each full year of service, to a maximum ten (10) additional days. Each employee's maximum total vacation credit shall not exceed twenty (20) days per year.
- c) All vacation days shall be credited on July 1 and January 1 of each year.
- d) **Continuing employees** will receive five (5) days of credit each January 1 for their service from the previous July 1 through December 31; and will receive five (5) days of credit each July 1 for their service from the previous January 1 through June 30. The five (5) days will be prorated at the rate of one (1) day per month when an employee is in unpaid status for one (1) month or longer.

- e) **Newly hired employees** must have been in continuous service for at least three (3) months before a crediting date to be eligible for vacation credits.

The amount of credit a new employee will receive on his/her first crediting date shall be equal to five days times the number of months worked, divided by 6, and rounded to the nearest 1/2 day.

- f) **An employee is in paid status** when he/she is working or is on paid vacation or sick leave.
- g) **Days earned for years of service** shall be posted to each employee's credit on his/her anniversary date of record.
- h) **Anniversary dates shall be adjusted for unpaid leaves of absence**, in accordance with Article 4.3.h.
- i) **Leave balances** rounded to nearest ½ days will be pro-rated for employees hired after July 1 on any contract year, unless otherwise specified.
- j) Full-time employees hired after July 1, 1973 shall accumulate vacation credits according to their anniversary hire dates.
- k) Upon separation from service employees will be paid for all unused accumulated vacation days earned.
- l) No accumulation of credits in excess of forty (40) days shall be permitted.

4.7 **Compensation Leave/Leave of Absence**: Any accident should be reported at once to the Business Office. Whenever a regularly employed unit employee is absent from his/her employment and unable to perform his/her duties as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment, he/she will be paid his/her full salary less New York State Workers' Compensation, during the absence period covered by said compensation. No part of such absence will be charged against the unit employee's sick leave. (Liability for BOCES contribution to an employee collecting compensation as indicated above shall be limited to one year from date of injury.) Any employee currently on Workers' Compensation leave prior to July 1, 2008 will remain subject to the provision for compensation provided in the 2003-2008 agreement.

4.8 **Bereavement**: Bereavement leave will be granted to employees in the bargaining unit as follows: three (3) days with pay per event in the event of the death of a father, mother, daughter, son, spouse, brother, sister, mother-in-law, father-in-law, daughter/son-in-law, brother/sister-in-law, grandparents, grandchildren, and/or step thereof.

4.9 **Disability Leave**: Disability leave resulting from a lengthy illness or physical disability of up to one (1) month for each year of continuous service will be granted without pay. Requests for disability leave shall be accompanied by a physician's statement indicating the physical condition of the applicant. Request for such leave will not be considered until all accumulated sick and personal leave has been exhausted. Disability leave does not

- 4.9 **Disability Leave:** Disability leave resulting from a lengthy illness or physical disability of up to one (1) month for each year of continuous service will be granted without pay. Requests for disability leave shall be accompanied by a physician's statement indicating the physical condition of the applicant. Request for such leave will not be considered until all accumulated sick and personal leave has been exhausted. Disability leave does not cover any disabilities related to maternity leave. Also, the Board may require the employee to be examined, at the expense of the BOCES, by a physician designated by the Board.
- 4.10 Upon retirement at any age at which he/she is eligible, an employee who has accumulated unused sick leave days beyond the one hundred sixty-five (165) allowed for usage in the State Employees Retirement System to a maximum of two hundred and ten (210) days shall be compensated at the rate of thirty-five dollars (\$35.00) per day.
- 4.11 **Banking Credit for Unused Sick Days:** Employees with between 10 and 20 years of service will be credited with \$40 a day for unused accumulated sick leave of between 165 and 210 days. Employees with 20 or more years of service will be credited with their daily rate of pay for unused sick leave between 165 and 210 days. These credited values will be applied by the District toward the employee's portion of payment of health insurance in retirement. Employees electing to utilize this article will not be eligible for payment provided in Article 4.10.

ARTICLE V RETIREMENT

- 5.1 a) The improved Non-Contributory Retirement Plan – Section 75-i shall be granted, effective July 1, 1973, to employees participating in the New York State Employees Retirement System.
- b) The Board agrees to provide the applicable provisions of Article 14 and 15 of the New York State Retirement and Social Security Law for Tier 3 and Tier 4 Retirement System members covered by this Agreement.
- 5.2 The Board will provide the following plans:
- Unused Sick Leave as Additional Service 41j
 - Guaranteed Ordinary Death Benefit 60b
- 5.3 The Board will provide a service retirement award of \$125 for each year of service up to thirty (30) years. To be eligible, an employee must have 15 or more years of continuous service with the BOCES and also be eligible for retirement as a member of the NYS Employees' Retirement System, or if not a member of the ERS, must meet their age requirements for retirement eligibility. Such employee must provide 60 (sixty) days notice of their intent to retire.

ARTICLE VI
HEALTH INSURANCE

- 6.1 The Board of Education will provide health insurance coverage for:
- a) All people eligible prior to June 30, 1983, and who continue their employment relationship unbroken. (A leave does not affect this).
 - b) All people appointed as full-time employees by the Board of Education, subsequent to June 30, 1983.
 - c) All other persons will be judged against the applicable rules and regulations of the N.Y.S. Health Insurance Program in effect on June 30, 1983.
 - d) All eligible staff members may apply for coverage.
- 6.2 All employees will pay 10% of their health insurance premium.
- 6.3 Major medical deductible deductions for individuals will be \$100 and \$300 a family for a calendar year.
- 6.4 Employees with ten (10) or more years of continuous service who retire into the ERS will be eligible to continue health insurance into retirement if they are participating in the District's plan at the time of retirement. Such employees will pay the same percentage contribution toward their health insurance premium in retirement as they did as an active employee at the time of retirement.
- This provision is not retroactive. It will go into effect on the date of ratification by the Board of Education. (June 8, 2006)
- 6.5 The CSEA will participate in the Joint Insurance Oversight Committee. Any changes in plan or carrier will be made through this committee rather than at the negotiating table. The Board is willing to share a portion of the cost savings of any substantive changes in coverage with the Association.
- 6.6 Effective July 1, 2008, the prescription drug card will have the following two-tier co-payment structure:
- Retail pharmacy - \$5.00 generic, \$15 brand name
 - Mail order pharmacy - \$10 generic, \$30 brand name
- 6.7 The Board shall make available a maximum sum of one hundred and seventy-five dollars (\$175) for each unit member for either dental or eyeglass expenses actually incurred during each school year of this agreement. In order to receive reimbursement, a verifiable receipt shall be provided to the business office. The parties agree that this section shall apply to both individual member's expenses as well as their respective families expenses combined for a maximum of \$175 per school year.

6.8 The Board shall provide the Pre-Tax (IRS 125) Plan.

6.9 All employees will have a chance to buy out of the BOCES' health insurance coverage as long as they and/or their family continue to have health insurance coverage elsewhere. The buy out will be as follows:

- a) For opting out of the full family plan and carrying no insurance with the BOCES, an employee will receive \$2,000.00 in June of any year he/she opts out. An employee who opts out of the individual plan will receive \$800.00 in June of any year he/she opts out. An employee who converts a family plan to an individual plan will receive \$1,200.00 in June of any school year he/she converts. Any employee who opts out for less than the full school year shall have these payments pro-rated, based on the time during which he/she opts out of the plan.

Any employee who has elected to opt out from coverage may rejoin the program immediately without being subjected to any exclusions based on pre-existing conditions, upon the occurrence of any of the following events:

- Death of covered spouse;
- Divorce from covered spouse;
- Loss of spouses' coverage through job separation;
- For loss of coverage for any reason.

- b) In the event that the employee elects to rejoin the program at any other time, such employee will be limited to rejoining during the window periods as set forth by the Plan.

- c) Under no circumstances will an employee who has opted out from the health insurance program under the provisions of this section, suffer any loss of health coverage upon re-entry in the health insurance program.

- d) Nothing contained herein shall preclude an employee who has elected to opt out of the program from rejoining the health insurance program, and carrying such health insurance benefits into retirement, the same as if such employee had maintained active status in the health insurance program for the period in which he/she elected to opt out from coverage.

ARTICLE VII
LIFE INSURANCE

7.1 The Board will provide individual ten thousand dollars (\$10,000) term life insurance for full time salaried employees at no cost to the employees.

ARTICLE VIII
SICK BANK

- 8.1 A committee consisting of two (2) people designated by the BOCES' Board of Education and three (3) people designated by the Association will review applications by staff who are seriously ill or seriously disabled, and whose sick leave, personal leave and other vacation days are, or are about to be exhausted.
- 8.2 A sick bank register will be maintained by the business office. This means that the total number of donated sick bank days will be put in a ledger. Records will be kept of the people who make the donations. The donation will stay stapled to the first time sheet.
- 8.3 A written request for use of the Sick Bank must be sent to either the chairman of the Sick Bank committee or the BOCES' Board of Education designee. After receipt of the written request, a meeting of the Sick Bank Committee will be held. When a determination has been made regarding the request, a written communication will be sent to the requestor, and a copy sent to the custodian of the sick bank register. At that time, the authorized number of days will be subtracted from the sick day balance on the register.
- 8.4 The Committee has the right to request:
- a) medical certification of illness or disability from a physician at the time of the initial request and periodically thereafter in cases of long term coverage;
 - b) past sick history covering previous three (3) years from the personnel office; and
 - c) a recommendation from the employee's immediate supervisor.
- 8.5 Each individual member of the bargaining unit will be given an opportunity to donate a maximum of one (1) accumulated sick day at the beginning of the fiscal year or at the beginning of his/her employment to the sick bank for use by Herkimer County BOCES in paying qualified applicants.
- 8.6 Days will remain in the sick leave bank until the bank is exhausted as long as the contributor is still employed at Herkimer County BOCES. When an employee resigns, retires, is terminated or laid off, all days which he/she had deposited will be removed on the last day of his/her employment.
- 8.7 The Board of Education at its discretion may elect to supplement the bank in an individual case, or in the case of the bank being depleted in an academic year.
- In the case of the bank being depleted in an academic year, the Committee has the option of requesting a re-canvassing of the staff for donation of days.
- 8.8 At the end of the fiscal year (June 30), the employees with the two hundred and ten (210) day accumulation, if they have not used their sick or personal days during the school year, have the option to donate fifty percent (50%) of the remaining sick or personal days (over

and above 210) to the Sick Bank. This must be done by the employee in writing and attached to the last time sheet of that school year.

ARTICLE IX WORK WEEK

- 9.1 **Clerical**: The regular work week for clerical employees shall be thirty-five (35) hours per week, seven (7) consecutive hours per day, plus an unpaid lunch period.
- 9.2 **Switchboard**: The regular work week for the Switchboard Operator shall be forty (40) hours per week, eight (8) consecutive hours per day, plus an unpaid lunch period.
- 9.3 **Custodial**: The regular work week for custodial employees shall be forty (40) hours per week eight (8) consecutive hours per day, plus an unpaid lunch period.
- 9.4 **Registered Professional School Nurse and Licensed Practical Nurse**: The regular work week for all Registered Professional School Nurses and all Licensed Practical Nurses shall be thirty (30) hours per week, six (6) consecutive hours per day, with allowance for an unpaid lunch period. The work year shall be September 1 to June 30 of each year, with the addition of the days before the opening of school in September and after the closing in June.
- 9.5 **Cook Manager**: The regular work week for Cook Manager shall be eight (8) hours per day, five (5) days per week, fifty-two (52) weeks per year.
- 9.6 **Cook**: The regular work week for the Cook shall be thirty-five (35) hours per week, seven (7) hours per day, with allowance for lunch period. The work year shall be September 1 to June 30 of each year, with the addition of the days before the opening of school in September and after the closing in June.
- 9.7 **Day Care Specialist**: The regular work week for Day Care Specialist shall be forty (40) hours per week, eight (8) consecutive hours per day, with an allowance for lunch period. The Day Care Specialist shall be employed from September 1st to July 31st of the school year.
- 9.8 The work week shall be from Monday 12:01 AM to Sunday 12:00 midnight.
- 9.9 The regular work week for Teacher Aide shall be thirty (30) hours per week, six (6) hours per day, plus unpaid duty free lunch period.

**ARTICLE X
OVERTIME PAY**

- 10.1 Those employees who work seven (7) hours per day, thirty-five (35) hours per week, will receive time and one-half for all hours actually worked over thirty-five (35) hours in any given work week.
- 10.2 Those employees who work eight (8) hours per day, forty (40) hours per week, will receive time and one-half for all hours actually worked over forty (40) hours in any given work week.
- 10.3 Those employees who work six (6) hours per day, thirty (30) hours per week, will receive time and one-half for all hours actually worked over thirty (30) hours in any given work week.
- 10.4 **Approval of Overtime:** All overtime work shall have prior approval from the employee's immediate administrator.
- 10.5 **Distribution of Overtime by Department:** Available overtime shall be distributed equitably among qualified employees within a department whenever possible, unless none of such employees are available. Such distribution shall be made on a rotational basis.
- 10.6 **Call In:** When an employee, after leaving his/her place of work, is called in and reports for work, other than during his/her regular scheduled time, such employee shall be given a minimum of two (2) hours work or a minimum of two (2) hours pay.
- 10.7 All mandatory overtime requested by the BOCES Chief Executive Officer and/or the Deputy Superintendent for Business and Financial Affairs will be compensated at the rate of time and one-half except paid holidays, which shall be paid at double time.
- 10.8 Holidays will be counted as time worked for the purpose of computing overtime eligibility.
- 10.9 **Emergency Closings:** Employees required to work during a declared emergency closing will be paid their regular pay for the day the building is closed plus time and one-half pay for time actually worked on the day. Emergency closings are those situations that the BOCES directs that all employees not report for duty except for designated critical personnel. Routine school closings such as for snow days, does not apply to this article.

**ARTICLE XI
PAID HOLIDAYS**

- 11.1 The following are paid holidays:
- Independence Day
 - Labor Day
 - Columbus Day

- Veterans' Day
- Thanksgiving
- Friday after Thanksgiving
- Good Friday
- Memorial Day
- Christmas
- New Year's
- Martin Luther King Day
- President's Day
- Two floating days at the discretion of the District Superintendent

11.2 Employees hired prior to January 1 will receive the full complement of "Floating Holiday" and if they are hired after January 1 they will receive one-half (½) the complement for that fiscal year. Ten (10) month employees are not affected by this provision.

11.3 If a holiday falls on a Saturday, then the Friday before shall be the day off, and if the holiday falls on a Sunday, then the Monday after shall be the day off. If the school holiday is different from the "normal" holiday, then the school holiday shall prevail.

ARTICLE XII SALARIES AND DURATION

12.1 **Salaries:**

Effective July 1, 2008 – 4% across the board salary increase
 Effective July 1, 2009 – 4% across the board salary increase
 Effective July 1, 2010 – 4% across the board salary increase
 Effective July 1, 2011 – 4% across the board salary increase

12.2 If the employee was hired after January 1 (or February 1 for ten (10) month people), their salary will be increased to the new hire rate for their position.

12.3 **Shift Differential:**

Each custodial employee shall be paid an additional \$3.00/day for each day the employee works the evening or night shift. This pay is for actual work. Holidays, vacation, sick leave, etc. are excluded from this computation.

12.4 **Miscellaneous:**

- a) Starting salaries shall be those listed in Appendix A for the life of this agreement. If the BOCES has difficulty hiring in a particular title, the parties agree to reopen the contract for this specific purpose of the title's starting salary.
- b) No part-time employees or substitutes will receive a higher percentage raise than union members or be paid more than full-time equivalent.

**ARTICLE XIII
LONGEVITY**

13.1 Effective July 1, 2008 payments shall be as follows:

- Employees with 10 years of service will receive \$250.
- Employees with 15 years of service will receive \$550.
- Employees with 20 years of service will receive \$1,050.
- Employees with 25 years of service will receive \$1,550.

These longevity stipends are non-cumulative meaning when an employee moves to a new threshold year the stipend is adjusted to that years' level.

13.2 The term "*continuous years*" implies uninterrupted service. However, if somebody is on an authorized leave of absence, this would not constitute a break in service, but it would also not be counted as part of the continuous service toward this credit.

13.3 The longevity stipends due after the 10th, 15th, 20th, and 25th anniversaries will be paid in full in the first paycheck after the employee's anniversary. The longevity stipend shall become part of the employee's base salary beginning on the next July 1. The adding of longevity to the employee's base salary shall commence on July 1, 2006.

**ARTICLE XIV
NEW FULL-TIME POSITIONS AND/OR VACANCIES**

14.1 The position will be posted on the bulletin board for a period of three (3) working days. The posting will show job title, rate of pay, location and appropriate administrator. The interested employees will contact the designated administrator and indicate their interest.

14.2 The Herkimer County BOCES will consider those employees who meet the specifications for the position along with other eligible applicants, and when all other things being equal the senior employee shall be awarded the position.

14.3 The Herkimer County BOCES will notify the CSEA membership of its decision for the position within ten (10) working days following Board action.

**ARTICLE XV
OTHER**

15.1 **Seniority:** Seniority shall be defined as length of continuous employment since the last date of hire with the school within the bargaining unit recognized by this agreement.

15.2 **Lay-off and Recall:** Sections 80 and 80A of the Civil Service Law shall be applicable in case of lay-off and recall to all employees covered under this agreement.

- 15.3 **Job Descriptions:** All non-instructional employees shall be provided with job descriptions upon request.
- 15.4 **Labor-Management Committee:** The parties, in order to encourage the greatest degree of cooperation between their respective representatives and between the employees through a full understanding of the respective rights and responsibilities of the employer and CSEA agree that the employer and CSEA will each designate not more than two (2) representatives, who shall confer, at the request of either party, at mutually convenient times during the term of this agreement, but not more frequently than once a month.
- 15.5 **No Strike:** The CSEA, for itself and on behalf of the employees it represents, reaffirms that it does not have the right to strike, and agrees not to engage in a strike, nor cause, instigate, encourage or condone a strike.
- 15.6 **Meeting Place:** The CSEA shall be afforded a meeting place with prior approval of the District Superintendent.
- 15.7 **Bulletin Boards:** The Herkimer BOCES' Board of Education will make available to the CSEA a designated space on a bulletin board for the posting of CSEA notices of a non-controversial nature relating to meetings or other CSEA business. Such notices shall be approved by the District Superintendent prior to being posted.
- 15.8 **Adjusting Grievances:** The Grievance Chairperson of the Herkimer BOCES' Unit of the CSEA, his designated representative or the assigned CSEA Field Representative shall have the right to visit at a mutually agreed upon time any facility where employees represented by CSEA work for the purpose of adjusting grievances and administering the terms of this Agreement, provided the appropriate administrator has given permission for the visit.
- 15.9 **Personnel Files:** Employees will receive copies of materials placed in the personnel files relating to the performance of an employee. This should include all items of adverse or positive evaluations.

The employee shall have the right, upon reasonable notice, to review his personnel file, with the exception of confidential hiring materials, in the presence of an appropriate agent of the employer and to copy and answer in writing anything deemed adverse in the personnel file. The written answer, if any, shall be placed in the personnel file.

Recorded disciplinary action and/or adverse material in any employee's personnel file **will be removed** and not held against any employee who has a clean record for a period of two (2) years.

- 15.10 The parties hereto recognize that New York State Civil Service Law has modified the probationary period duration and accordingly, any unit member shall be eligible for section 75 protections after completion of the probationary appointment. This modification shall have no adverse effect on any person hired by the BOCES prior to the date of ratification of this agreement.

- 15.11 All non-instructional employees' salaries, by title, shall appear in the contract. Please see Appendix "A".
- 15.12 All employees at Herkimer BOCES shall have the right to take adult education courses free of any tuition at Herkimer County BOCES.
- 15.13 **Performance Review:** A performance review will be conducted annually by the employee's immediate supervisor for all current staff.

Provisional employees will have a minimum of three (3) performance reviews as follows: One between 30 and 60 days of employment, one between 60 and 90 days of employment and one between 90 and 120 days of employment. More performance reviews may be conducted during the first year of employment at the discretion of the immediate supervisor.

A sample of the performance review form, which will be furnished by the BOCES' Board of Education, is attached.

ARTICLE XVI

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 ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XVII

This contract shall be effective as of July 1, 2008, and shall continue in effect through June 30, 2012, after ratification by the Herkimer BOCES Unit of the Herkimer County Chapter, Civil Service Employees Association, Inc., and the Herkimer County Board of Cooperative Educational Services.

ACCEPTED AND AGREED TO



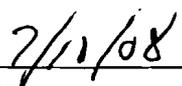
Nancy Aieho
President of the Association



Sandra A. Simpson
District Superintendent



Gerald Phalen
CSEA
Labor Relations Specialist



Date

Appendix A

SALARIES FOR NEW HIRES - 2008-20012

Job Classification	Months Worked	2008-2009	2009-2010	2010-2011	2011-2012
35 Hours Per Week, 12 Months Per Year, (1,820 Hours Per Year)					
Account Clerk	7 hours/day, 12 months	19,370.00	19,757.40	20,152.55	20,555.60
Microcomputer Specialist	7 hours/day, 12 months	31,500.00	32,130.00	32,772.60	33,428.05
Offset Machine Operator	7 hours/day, 12 months	14,393.00	14,680.86	14,974.48	15,273.97
Clerk Typist	7 hours/day, 12 months	16,455.00	16,784.10	17,119.78	17,462.18
Principal Account Clerk	7 hours/day, 12 months	26,360.00	26,887.20	27,424.94	27,973.44
Secretary I	7 hours/day, 12 months	17,455.00	17,804.10	18,160.18	18,523.39
Senior Account Clerk	7 hours/day, 12 months	21,307.00	21,733.14	22,167.80	22,611.16
Senior Account Clerk Typist	7 hours/day, 12 months	21,307.00	21,733.14	22,167.80	22,611.16
40 Hours Per Week, 12 Months Per Year (2,080 Hours Per Year)					
Bldg. Maintenance Mechanic	8 hours/day, 12 months	22,288.00	22,733.76	23,188.44	23,652.20
Bldg. Maintenance Supervisor	8 hours/day, 12 months	27,860.00	28,417.20	28,985.54	29,565.25
Bldg. Maintenance Worker	8 hours/day, 12 months	17,831.00	18,187.62	18,551.37	18,922.40
Cleaner	8 hours/day, 12 months	16,280.00	16,605.60	16,937.71	17,276.47
Grounds person	8 hours/day, 12 months	17,831.00	18,187.62	18,551.37	18,922.40
Senior Microcomputer Specialist	8 hours/day, 12 months	35,500.00	36,210.00	36,934.20	37,672.88
Cook Manager	8 hours/day, 12 months	16,272.00	16,597.44	16,929.39	17,267.98
30 Hours Per Week, 10 Months (200 Days) Per Year (1,200 Hours Per Year)					
Licensed Practical Nurse	6 hours/day, 10 months	12,132.00	12,374.64	12,622.13	12,874.58
Registered Professional Nurse	6 hours/day, 10 months	25,000.00	25,500.00	26,010.00	26,530.20
Teacher Aide	6 hours/day, 10 months	8,752.00	8,927.04	9,105.58	9,287.69
35 Hours Per Week, 10 Months (200 Days) Per Year (1,400 Hours Per Year)					
Cook	7 hours/day, 10 months	11,411.00	11,639.22	11,872.00	12,109.44
<i>(Any error in mathematical calculation is subject to correction.)</i>					
<p>New employees that may be brought in during the term of this contract into a position that is not listed above, will be brought in based upon law of supply and demand in the county.</p> <p>Starting salaries have been adjusted by 2% in each of the last three years of the agreement. This calculation is not tri-boroughed.</p>					

**BOARD OF COOPERATIVE EDUCATIONAL SERVICES
HERKIMER — FULTON — HAMILTON — OTSEGO COUNTIES**

NON — INSTRUCTIONAL EMPLOYEES EVALUATION REPORT

Date: _____

Employee _____ Position _____

THIS REPORT IS MADE OUT FOR (check one): 8th week () 13th week() 26th week () Annual ()

Civil Service Status:

- A. Civil Service Title _____
- B. Type of Civil Service Appointment _____
 - ___ Competitive: Provisional ___ Permanent ___
 - ___ Non competitive
 - ___ Labor
 - ___ Exempt
 - ___ Temporary

PLEASE CHECK INFORMATION WHICH SEEMS APPLICABLE:

	Excellent	Good	Needs Improvement	Unsatisfactory
Quality of Work - Accuracy, presentability, neatness and thoroughness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Position Knowledge - Know how and skills necessary to do the job	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Quantity of Work - Amount of satisfactory work completed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alertness - Ability to grasp instructions and follow through, to solve non-routine or problem situations.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work Habits - Initiative, organization, dependability, judgment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Personal Relationships - Discretion, tact, self-control, friendliness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attitude - Toward work, fellow employees, new assignments, constructive criticism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stability - Ability to withstand pressure and to remain calm in crisis situations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supervisory Skill - Leadership, respect of subordinates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attendance - Absences, tardiness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other - Please specify	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AREAS OF STRENGTH:

SUGGESTIONS FOR IMPROVEMENT:

EMPLOYEE'S COMMENTS:

DATE _____ EVALUATOR'S SIGNATURE _____

DATE _____ EMPLOYEE'S SIGNATURE _____

*Signature means person evaluated has received a copy of the report.
This does not necessarily mean agreement with evaluation.*

