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**Contract Database Metadata Elements**

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QEP 1/26/12

**AGREEMENT**

between

**BOARD OF COOPERATIVE EDUCATIONAL  
SERVICES  
OF SULLIVAN COUNTY**

and

**CIVIL SERVICE EMPLOYEES' ASSOCIATION,  
INC.  
LOCAL 1000, AFSCME, AFL-CIO,  
THE RECOGNIZED UNION BY  
SULLIVAN BOCES UNIT 8814**

**JULY 1, 2011 – JUNE 30, 2014**

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## **AGREEMENT**

This agreement is made and entered into this 14th day of June 2011, 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 three (3) years commencing July 1, 2011 and ending June 30, 2014.

### **ARTICLE I – 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), Account Clerk Typist, Adult Education Vocational Coach, Case Manager, Community Partnership Coordinator, Educational Research and Eval Analyst, Food Service Helper, Intake Assessment Worker, Job Developer/Employment Manager, LAN Technician, Prevention Specialist, Sign Language Interpreter, Technical Data Specialist,– Health, Safety/Risk Management Coordinator, Computer Operators (Library System), Senior Typist, Computer Technician, Student Support Specialist, Student Assistance Counselor, Food Service Worker, Courier, and Network Administrator.

- 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 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 (10) month year. A ten (10) month employee is a teaching assistant, teacher aide, a food service worker, physical therapy assistant, occupational therapy assistant, school nurse and ten (10) month typist and other mutually agreed upon positions.

- 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 encompasses all job titles listed in the recognition clause excluding the ten (10) month positions listed in Section A of Article II.
- 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>.

### **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 Avenue, 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 the 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 with a minimum of five (5) unit members participating.

### **ARTICLE IV – UNION RIGHTS**

- A. I. 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.
- II. 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. This limit shall not apply to the Unit President.
- 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 – EMPLOYEES STATUS**

- A. Each employee shall have the duty at all times to keep the District Superintendent informed as to his/her current address and telephone number.
- B. An employee shall give notice of retirement 45 days in advance and notice of resignation 30 days in advance. The District Superintendent has the authority to waive the notice.

#### **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, home 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**

- A. All employees shall serve a probationary period as specified by the Sullivan County Civil Service rules and regulations except Teaching Assistants who are covered by New York State Education Law and require a three year probationary period.

**ARTICLE VIII – JOB DUTIES**

- A. 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**

- A. There shall be a Union/Administration Liaison Committee, the membership of which shall consist of three (3) representatives of the Union and three (3) 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 meet minimally on or about September 15, December 15, March 15, and June 15.

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, school nurses, 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.
  - V. For Technology related employees, the normal workday shall be eight (8) hours inclusive of a paid thirty (30) minute lunch period.
- 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 for work over eight (8) hours per 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 workers during July and August and/or the Christmas vacation and/or Easter vacation. The number of hours, the employees whom it shall apply, and duration of the reduction of hours as determined by the District Superintendent shall not be subject to the grievance procedure. There shall be no reduction in salary or benefits.
- E. **Attendance**  
Effective July 1, 2008, all CSEA employees will be required to document daily attendance at the beginning and end of their work day. A swipe card system or other system will be used for attendance/security purposes at the BOCES facilities. Staff assigned to satellite locations in component districts will also be required to document attendance.



## ARTICLE XII – HOLIDAYS

- A. This Article shall apply only to employees who work a twelve (12) month year.
- 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; 12 month employees will be allowed to use a personal day for a snow day and a personal day before a holiday.

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  
**Rosh Hashanah\*\***  
**Yom Kippur\*\***  
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  
**\*\* Only when BOCES is closed to students**

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.
- E. All full-time 12-month CSEA employees will receive Rosh Hashanah and Yom Kippur off as long as BOCES is not in session for students. If the Rosh Hashanah and Yom Kippur falls on a weekend, the day off will not be offset by a replacement holiday.

### **ARTICLE XIII – VACATIONS**

- A. This Article applies to employees who work a twelve (12) month year as set forth in Article II (B).
- B. After one year continuous 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 year Last Continuous Service</b>	<b>10 Days</b>
<b>2 - 5 years Last Continuous Service</b>	<b>12 Days</b>
<b>6 – 10 years of service to the BOCES</b>	<b>15 Days</b>
<b>11 – 15 years of service to the BOCES</b>	<b>18 Days</b>
<b>16 or more years of service to BOCES</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 XIV – LEAVES

### A. **Sick Leave**

- I. All unit employees shall earn sick leave at the rate of one and one-half (1½) days per month cumulative to two hundred forty (240) 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 \$50.00 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. Once an employee is paid for these days, they shall be deducted from the employee's accumulated sick leave.
- VII. Ten-month unit members who work special education 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 - See Appendix C (Page 26)**

### C. **Personal Leave**

- I. Personal leave days are defined as days off for appointments that are of a personal business in nature (i.e.: meetings with attorneys, house closings, etc.) 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 two (2) additional personal days, which for inclement weather which will not roll over to sick time if it is not used within the year.
- VI. Twelve-month clerical CSEA Unit Members and other twelve-month nonessential employees at the discretion of the District Superintendent or his/her designee will be entitled to use their unused personal days when the BOCES closes for students due to inclement weather. In the event that the BOCES closes for all staff due to weather, employees will not be charged for those days.
- VII. Personal leave days may be used in the case of an emergency. Employees shall follow the same procedure as they would for a sick day.

**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 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. The District Superintendent at his/her discretion may allow additional bereavement leave for extenuating circumstances. The District Superintendent may allow bereavement leave to be non-consecutive. This provision shall not be subject to the grievance procedure.

Ten-month unit members who work the special education summer school will be entitled to use one (1) bereavement day per year.

**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. For months consisting of fewer than 20 days an employee must work a minimum of 75% of the work days to qualify for sick and personal leave credit.
- 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 and/or dental insurance coverage by agreement to pay 100% of the insurance premiums.

**ARTICLE XV – GRIEVANCE PROCEDURE**

- A. A grievance is a claimed violation, misinterpretation, or misapplication of the written terms of this agreement.
- B. The employee and/or the CSEA Representative shall reduce the grievance to writing upon forms supplied by the District Superintendent and given to his/her immediate supervisor within fifteen (15) work 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 the 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 fifteen (15) work days after receipt of the written grievance. If no answer is given within fifteen (15) work 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 fifteen (15) work 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 fifteen (15) work days after receipt of the written grievance. If no answer is given within fifteen (15) work 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 fifteen (15) work 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 fifteen (15) work days after the grievance is submitted. The Board will give three (3) copies of its decision to the grievant.
- I. 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* simultaneously pursue his/her rights under the applicable New York State Law.

#### **ARTICLE XVI – IMPLEMENTATION**

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 – SAVING 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 and personal property, determine



and change equipment used, operating policies and 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, create new job classifications and their duties, assign work to specific employees, to make rules and regulations governing the operation of 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 XXI – 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, occupational therapy aide 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, occupational therapy aide 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>Half Day</b>   | <b>\$12.50</b> |
|           | <b>Half day is two (2) consecutive hours of coverage exclusive of planning time and lunch.</b>  |                |
| <b>II</b> | <b>Full Day</b>   | <b>\$25.00</b> |
|           | <b>Full day is four (4) consecutive hours of coverage exclusive of planning time and lunch.</b> |                |

- 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. Such plan will be implemented through a third party administrator.

- IV All Employees will contribute towards health insurance premiums as follows:

<b>July 1, 2011 – June 30, 2012</b>	<b>8%</b>
<b>July 1, 2012 – June 30, 2013</b>	<b>9%</b>
<b>July 1, 2013 – June 30, 2014</b>	<b>10.5%</b>

- V For the purposes of this section, all eligible employees shall be defined as a person who works for the BOCES as at least a 0.5 FTE and has completed three (3) months of consecutive employment and who meets other eligibility criteria set by the plan.

- VI A Section 125 Plan will be available to employees covered by this agreement in accordance with the current IRS regulations.

B. Employees covered by this Agreement who choose not to participate in the Health Plan shall receive Two-Thousand-Five-Hundred (\$2,500) dollars annually in addition to their salary.

I The Two-Thousand-Five-Hundred (\$2,500) dollars is in addition to the normal salary and is not to be included in any calculations concerning annual increases.

II Two-Thousand-Five-Hundred (\$2,500) dollars 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 Two-Thousand-Five-Hundred (\$2,500) 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.

C. **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.

The parties agree that this provision may be reopened at any time during the term of the AGREEMENT by request of either the CSEA unit or the BOCES.

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.

D. **Retiree Health Insurance**

The BOCES will contribute toward selected health insurance in retirement according to the following schedule:

**Employees hired before July 1, 2008:**

After 5 thru 10 years of service 50% individual or 50% family component.

After 10 thru 20 years of service 60% individual, and 50% of the family component.

After 20 years of service 70% individual, and 50% of the family component.

**Employees hired on July 1, 2008 and after:**

After 10 thru 20 years of service 60% individual, and 50% of the family component.  
After 20 years of service 70% individual, and 50% of the family component.

**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. Retirement is defined as meeting the eligibility of the New York State Retirement System, which they are a member. Additionally, an employee must retire from employment with the BOCES.
- 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 Teaching Assistant, the employer will continue the present New York State Teachers Retirement System.
- D. Upon retirement, for Teaching Assistants only, accumulated sick leave may be converted to a cash payment of up to a maximum of **\$5,000.00**. 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. In order to be eligible for this payment, a Teaching Assistant will notify the District Superintendent, in writing by **January 15** of the prior year to the year in which the retirement will take effect of his/her intention to retire. This will permit appropriate budgeting. A Teaching Assistant may withdraw his/her intention provided it is done in writing to the District Superintendent prior to **April 1** of the year in which the teaching assistant was to retire.

**ARTICLE XXVII – SALARY SCHEDULES AND SALARIES**

- A. The following increases will be made to the base salaries of all CSEA employees:

<b>July 1, 2011</b>	<b>\$650</b>
<b>July 1, 2012</b>	<b>\$800</b>
<b>July 1, 2013</b>	<b>\$1,000</b>

If during any of the three years of this AGREEMENT a CSEA employee's net increase in base compensation be less than two and one half percent (2.5%) as a result of the increase in health insurance premium contribution for that year, the base salary shall be increased to an amount resulting in a net two and one half percent (2.5%) increase.

- B. 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.
- C. CSEA employees will now be offered the option of either 22 pays or 26 pays. However, an exception may be made for employees funded by a grant. These employees pay schedule will be aligned as dictated by the approved period by the grant.

**MINIMUM HIRE RATES**

**Minimum Hiring Rate**

Starting salaries for 2010-2011 will remain as the minimum starting salaries for the duration of the new contract.

<b>2010-2011 School Year</b>			
<b>Position</b>	<b>Salary</b>	<b>Position</b>	<b>Salary</b>
Account Clerk Typist	\$25,500	Nurse	\$26,794
Adult Education Vocational Coach	\$34,578	Occupational Therapist Assistant/Aide	\$26,794
Case Manager	\$32,791	Physical Therapist Assistant/Aide	\$26,794
Cleaner	\$22,741	Prevention Specialist	\$40,000
Community Partnership Coord.	\$40,000	School Inst. Multimedia Tech	\$40,000
Computer Technician LAN	\$44,274	Senior Typist	\$26,908
Courier	\$25,804	Sign Language Interpreter	\$30,000
Educational Research/Eval Analyst	\$45,000	Stenographer	\$25,113
Employment Research/Job Developer	\$38,000	Student Assistance Counselor	\$38,000
Food Service Helper	\$9,963	Teacher Aide	\$13,707
Health Risk Mgmt. Coordinator	\$39,043	Teaching Assistant I	\$13,957
Intake Assessment Worker	\$25,578	Teaching Assistant II	\$14,207
Maintenance Helper	\$27,197	Teaching Assistant III	\$14,707
Maintenance Worker	\$31,198	Technical Data Specialist	\$32,000
		Typist	\$23,819

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.

D. **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>\$600.00</b>
<b>15 school years</b>	<b>\$625.00</b>
<b>20 school years</b>	<b>\$650.00</b>
<b>25 school years</b>	<b>\$775.00</b>

If an employee is hired prior to February 1<sup>st</sup>, 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 30<sup>th</sup>.

E. **In-Service Credits**

A sixty dollar (\$60.00) 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 sixty (\$60.00) increase included as part of their salary.) All in-service instructional courses must receive prior approval by the BOCES Superintendent or his/her designee.

F. Employees shall dress appropriate for their positions as determined by management. Inappropriate attire shall include but not be limited to: cutoffs, tank tops, old worn clothing, clothing with holes, or jeans in an office setting. Reasonable exceptions may be made by supervisors.

G. I. Employee Uniforms – The BOCES will issue maintenance and cleaning and IT staff a summer and winter uniform. The uniform will take into consideration OSHA safety standards. The uniform will consist of a polo type shirt for spring and summer and a long sleeve shirt for the fall and winter. Pants will be the same for all seasons. The uniforms issued shall consist of five polo type shirts, five long sleeve shirts and five pairs of pants annually. Maintenance and cleaning staff shall receive an annual allowance up to \$150.00 for job certified steel toe shoes. The BOCES will seek employee input on the selection of the uniform, but shall retain the final selection decision. The employee will be responsible for laundering the uniforms. The BOCES shall retain ownership of the uniforms, which shall be returned if employment is discontinued.

II. Cafeteria staff shall be paid an annual clothing allowance of **\$175.00** per year. Employees will provide receipts annually.

H. A Maintenance Worker(s) assigned as a Maintenance Foreman(s) shall receive an annual stipend of **\$3,000** – Three-Thousand dollars.

- I. The Typist assigned to the Maintenance Office shall receive an additional stipend of Two-Thousand dollars/year (**\$2,000**). This office will be responsible for the Shipping and Receiving functions at BOCES.
- J. The Teacher Assistant assigned to the Alternative Learning Center (ALC) shall receive a stipend of One-Thousand-Eight-Hundred dollars/year (**\$1,800**).
- K. **Summer School**  
 Summer school for teaching assistants is paid at the assistant's daily rate and is calculated by multiplying that rate times thirty days. OT and PT assistants are paid at their hourly rate for hours worked as documented on time sheets. Total compensation for CSEA employees for summer work will be capped as follows:  
 2008 - \$7,700  
 2009 - \$7,950  
 2010 - \$8,200
- L. **Technician Training**  
 Technicians will be responsible for the repayment of all training cost provided by the BOCES if they leave BOCES employment on the following basis:  
 Leave within one year of training – 75% of costs  
 Leave after one year from the date of the training – 75% of costs  
 Leave after two years from the date of the training – 50% of costs  
 Leave after three years from the date of the training – 25% of costs  
 Leave after four years from the date of the training – no repayment.  
 \*Cost are defined as registration, lodging and travel.

**ARTICLE XXVIII – STAFF INSERVICE**

Unit members shall participate one hour per month, after the end of the regular school day, for meetings and staff development activities.

**ARTICLE XXVIV – 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, 2014 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:   
Larry Thomas, Superintendent

9/16/2011  
Date

BY:   
Herbert Bauemfeind, Board President

9-16-11  
Date

**SULLIVAN COUNTY BOCES CSEA UNIT #8814**

BY:   
Joanne Kraack, President

9-14-11  
Date

BY:   
Christopher P. Decker, Labor Relations Specialist

9-13-11  
Date



SULLIVAN COUNTY  
BOARD OF COOPERATIVE EDUCATIONAL SERVICES

EMPLOYMENT AGREEMENT ADDENDUM

**DECLINATION OF HEALTH INSURANCE**

Pertaining to Article XXIV (C), of the BOCES CSEA Local 853 Union Contract, I hereby agree to the following:

I, \_\_\_\_\_, hereby choose not to participate in the Health Insurance Plan provided by Sullivan County BOCES to their employees.

I also understand that I will receive Two-Thousand Five-Hundred (\$2,500.00) dollars annually in addition to my salary.

It is further understood that the following conditions will apply if I do not choose to participate in the Health Insurance Plan.

a). The Two-Thousand Five-Hundred (\$2,500.00) dollars is in addition to the annual salary and is not to be included in any calculations concerning salary increases.

b). Two-Thousand Five-Hundred (\$2,500.00) 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.

c). If I choose to add or drop Health Insurance during the employment year (July 1 to June 30), the Two-Thousand Five-Hundred (\$2,500.00) dollars will be prorated.

d). Conditions for re-enrollment in the Health Insurance Plan are determined by life changing or "qualify events" identified by the Dutchess Educational Health Insurance Consortium (DEHIC) and I will not be able to enroll in the plan until the next open-enrollment period unless I experience a qualifying event.

- e). 1) I have enclosed a copy of my current Health Insurance Coverage Card.
- 2) I have submitted a letter on letterhead from the company I am currently covered with, stating that I have insurance.

f) I have had this form explained to me by the witness who signed below.

**NAME** \_\_\_\_\_

**DATE** \_\_\_\_\_

**WITNESS** \_\_\_\_\_

**DATE** \_\_\_\_\_

**EFFECTIVE B/O DATE** \_\_\_\_\_

**Teaching Assistants**

- A. If teaching assistant positions are created, teacher aides will be given the opportunity to apply. Administration will select the best qualified candidates from all applicants.
- B. If there is a teaching assistant assigned to a class that has more than one paraprofessional, the teaching assistant will substitute for the teacher when he/she is absent.
- C. Compensation:
  - 1. **Teaching Assistant I-** \$250 will be added to current salary upon completion TA I certificate requirements.
  - 2. **Teaching Assistant II-** \$500 will be added to current salary upon completion of TA II certificate requirements.
  - 3. **Teaching Assistant III-** Balance of \$1000 will be added to current salary upon completion of TA III certificate requirements.
- D. Teaching Assistant salaries shall be adjusted only on September 1 and February 1 to account for the acquisition of nine (9) credits or the acquisition of a Continuing Certificate. If a teaching assistant takes courses during the summer and official transcript are received by October 1, the salary adjustment will be retroactive to September.

**EMERGENCY SICK LEAVE**

**Emergency Sick Leave**

The School Board and the 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 shall consist of three (3) Unit members, one holding the position of chairperson, and three (3) alternates (trustees) of the sick bank, to serve at the discretion of the Unit President and one (1) person appointed by the Superintendent. The Unit appointees must be in good standing with CSEA, Inc. Members of the Emergency Sick Leave Board will be recorded with the Unit Secretary.
  - a. Duties of the chairperson include assembling the Sick Bank Board, distributing information and updating the Unit President on all applications. If attendance or other related employee information is needed, the Chairperson will contact the appropriate administrative office.
  - b. The Sick Leave Board shall administer the Bank, be responsible for distributing contribution information, 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, in writing, within ten (10) working days. The Sick Bank Board will maintain confidentiality of all information pertaining to a member's application and medical information submitted.
  - c. If the Sick Bank is being accessed by any Board member, an alternate replaces that member on the Board to process the application and render a decision.
  - d. If the Unit President is accessing the Sick Bank, the 1<sup>st</sup> Vice President will become the contact person for the Sick Bank Board.
- II. **Eligibility Membership** - All employees in the bargaining unit who have completed at least six (6) months of continuous service shall be eligible to join during the month of September.
  - a. New hires in the bargaining unit shall be eligible to join during the seventh (7<sup>th</sup>) month of employment.

- b. Membership is earned when an employee voluntarily contributes one day of their earned sick leave time to the Sick Bank. New members joining the sick bank during the 2008-2009 school year or 2009-2010 school year will contribute one additional sick leave day within 90 days after initial membership, to meet the requirements of the annual contribution for all members during this contract (as stated in II c).
- c. All members will contribute one (1) day annually during the open enrollment periods of the 2008 2009 and 2009-2010 school years. Contribution for the 2010-2011 school year will be requested as needed.
- d. Employees joining or re-joining the Sick Leave Bank may not draw from the Sick Leave Bank until at least 90 days from start of membership.

III. **Bank Membership Maintenance** – When the Sick Leave 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** – The purpose of the Bank shall be to compensate enrolled members due to unplanned, catastrophic illness or injury. To utilize days from the sick bank, an enrolled member may contact a member of the Sick Bank Board for the application. An enrolled member may submit an application to withdraw sick leave bank days prior to exhausting accumulated paid leave days. These paid leave days would include all earned vacation days, personal days and sick days. The enrolled member could then withdraw Sick Leave Bank days only after: 1) application approval and 2) after missing ten (10) consecutively scheduled work days running concurrently with the last paid leave days. If the applicant has less than 10 days available, the difference will be days without pay.

- a. The applicant agrees to reimburse the Sick Bank 10% of total days withdrawn at a rate of .5 (1/2) sick day per month upon returning to work full time.
- b. The Sick Leave Board shall have the right to disapprove an application for appropriate reasons; including, but not limited to, insufficient information, or elective procedures.
- c. The Sick Leave Board shall also have the right, at any time, to consult with independent medical practitioners or to request medical documentation for proof of continued or intermittent sick bank leave time.

- d. The Sick Leave Board shall be required to consider medical evidence submitted to it by the District Superintendent or his designee whenever the District Superintendent seeks to challenge the intended use of Sick Bank days by a unit employee.
- e. After finding that the application meets the requirements described above, the initial application may be granted for up to thirty (30) working days. Vacation, Personal Leave and Sick Leave credits shall not be earned for periods when an employee is on such consecutive sick bank leave with pay. The approved days may be used consecutively or non-consecutively, as needed, by the applicant, with administrative approval.
- f. An employee who is able to work part time and draw non-consecutive sick bank days, shall be eligible to accrue benefit time provided they work a minimum of 75% of available work days in a month. Accrued benefit time will be used first then supplemented with approved sick bank days.
- g. Ten month employees who have not used all approved sick bank leave days in one academic year may roll them into the next academic year with updated medical documentation.

V. **Renewal of Application** – If, after making its original determination, it is found that a member's recovery shall require more than thirty (30) working days, the applicant may re-apply. The Board shall reconvene to determine renewal of the application for up to twenty (20) days. However, the maximum number of days the Board may allocate for any one illness or accident shall not be more than sixty (60) working days.

- a. No member may apply for more than the maximum number of days during the following periods: July 1 – June 30 for 12 month staff; September (First day of school) – June (Last day of school) for 10-month staff.

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

- b. If extenuating circumstances exist, an applicant may request that the Sick Bank Board review their decision with the presentation of additional information to support their request. The Board will reconvene to evaluate the new information, unless the applicant has already used the maximum 60 days allowed.

The Unit and Administration shall meet to make any necessary changes to the Emergency Sick Leave language by December 1, 2011.