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GEN/8601

AGREEMENT
BETWEEN THE
JEFFERSON-LEWIS-HAMILTON-
HERKIMER-ONEIDA BOCES
AND THE
BOCES SUPPORT STAFF ASSOCIATION
July 1, 2006 - June 30, 2009

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ARTICLE I
RECOGNITION

- A. IT IS HEREBY CERTIFIED by PERB that the Jefferson-Lewis BOCES Support Staff Association/NYSUT has been designated and selected by a majority of the employees of the above-named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.
- B. Included in the Unit are all full and part-time employees in maintenance, custodial, cleaner, clerical, business office, interpreter, occupational teaching assistant, occupational teaching aide, bus driver, van driver, switchboard operator, graphic artist, repair technician, AV repair technician, AV aide, video operator, and data processing programmer.
- C. Excluded from the Unit are all other employees, including Secretary to the District Superintendent, Secretary to the Assistant Superintendent for Programs/Board Clerk, Secretary to the Assistant Superintendent for Business and Secretary to the Director of Employer/Employee Relations.

ARTICLE II
NO STRIKE CLAUSE

No member of this bargaining unit or representative of the unit shall engage in a strike, and no member of this bargaining unit or representative of the unit shall cause, instigate, encourage, or condone a strike.

ARTICLE III
PAYROLL DEDUCTIONS

- A. Organization Dues
 - 1. The Board agrees to deduct dues and assessments from each employee belong to BSSA, as authorized in writing by the employee.
 - 2. An employee may withdraw his/her dues deduction authorization at any time by written notice to the BSSA President and the BOCES District Superintendent.
 - 3. The dues for the organization shall be deducted in installments, beginning with the first payroll date in October.
- B. Credit Union

Contributions may be made through payroll deductions to the institution of the member's choice, provided the institution is ABA affiliated.
- C. IRS 403b Accounts:

Contributions to an IRS 403b account may be made through payroll deduction to companies that the BOCES is affiliated with and designated by the member. The BOCES will affiliate with a company when three (3) or more employees request it as a choice.

D. United Way

An annual contribution to the United Way may be made through individual payroll deduction authorization.

E. Direct Deposit of Paycheck

The BOCES shall provide direct deposit of the member's payroll check or part thereof to the financial institutions of the member's choice, provided the institution is ABA affiliated.

F. Flexible Spending Plan (IRS Code Section 125)

The BOCES shall provide a flexible spending plan, in accordance with the provisions of the internal revenue service code, section 125. Such plan shall include a premium payment account, unreimbursed medical (including dental and vision) expenses account, and dependent care expense account.

G. NYSUT Benefit Trust

1. The BOCES will deduct from the salaries of those unit members participating in the Trust an amount authorized by said unit member on Benefit Trust forms.
2. The deductions will commence on the second pay period of the school year, and will continue for twenty (20) consecutive pay periods in a school year.
3. The authorization may be withdrawn at the discretion of the unit member. Unit members may enter the Trust or change their contributions during the months of September and January only.
4. The monies deducted will be forwarded by the District to the NYSUT Benefit Trust as deducted.
5. The NYSUT Benefit Trust assumes responsibility for the proper withholding of funds from NYSUT members and agency fee payers and shall save harmless BOCES for liability arising out of the withholding or lack of withholding of such funds for the purpose of paying for those benefits secured to members and agency fee payers by the Trust, unless such withholding or lack of withholding upon which liability is predicated is the result of a criminal act or acts on the part of the BOCES.

ARTICLE IV
NEGOTIATIONS PROCEDURES

- A. The first meeting of the parties shall be no later than February 1, prior to the date of the expiration of the existing agreement, except by mutual consent.
- B. At the initial meeting, there will be a mutual exchange of package or items to be considered during the bargaining process. All items to be negotiated must be placed on the table at this meeting by both sides.

ARTICLE V
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance - A grievance shall be any claimed violation of the terms and conditions of employment specified in this agreement.
2. Grievant - A grievance shall be any unit employee or the entire BSSA.
3. Day - Days shall mean days when the BOCES is officially open for business.
4. Immediate Supervisor - Immediate supervisor shall mean the administrator with the most immediate supervisory authority over the aggrieved party or his/her designee.

B. General Procedures

1. All grievances shall be in writing and include the name and position of the grievant, articles of the contract allegedly violated, the general nature of the grievance and the redress sought.
2. Except for informal decisions at Step 1, all decisions shall be rendered in writing and shall be forwarded to the President of the BSSA and the grievant.
3. In the event that any grievance is settled, pursuant to this procedure, such adjustment shall be final and binding upon the grievant, but does not create a precedent or ruling binding upon either of the parties to the agreement in future proceedings.
4. If any provision of this grievance procedure or any application thereof to any employee or group of employees in the unit shall be finally determined by any court to be contrary to the law, then such provision or application shall be deemed invalid, but all other provisions or applications will continue in full force and effect.
5. Grievances shall be submitted to Step 1 within fifteen (15) days of the act, event or occurrence giving rise to the grievance or it shall be barred and there shall be no right to process the grievance.
6. Failure by the grievant or Association after Step 1 to process said grievance within the time frames set forth herein shall be considered a bar and there shall be no right to process the grievance any further.
7. Should the employer or its representatives not process the grievance in a timely fashion, the grievant may move to the next step of the grievance process as though an answer had been received within the stated time frame.
8. All grievance business will be conducted outside the employee's work time unless Association Business Days are used.

C. Step Procedures

Step 1 - Informal

1. The grievance shall first be discussed between the grievant and his/her union representative in order to determine the merit of the grievance. The grievant and union representative will then discuss the grievance with the grievant's immediate supervisor in an effort to settle the matter informally.
2. If the grievance is not settled informally, the BSSA on behalf of the grievant shall reduce the grievance to writing and present it to the grievant's immediate supervisor within five (5) days of the supervisor's informal decision. No more than five (5) days after the written grievance is presented, the supervisor will render a decision in writing and forward it to the grievant and the union BSSA President.

Step 2 - District Superintendent

If the grievant and/or the BSSA are not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed by the grievant or the BSSA with the District Superintendent within ten (10) days after the grievant or BSSA has received such written decision. Within five (5) days after receipt of the appeal, the District Superintendent or duly authorized representative shall schedule a meeting with the grievant, his/her representative, and all other parties of interest. The District Superintendent shall notify the grievant and the BSSA of the date and time of the meeting within seven (7) days of the District Superintendent's receipt of the appeal. The District Superintendent shall render a decision in writing to the unit member and the BSSA President within ten (10) days after the conclusion of the hearing.

Step 3 - Board

If the aggrieved party is not satisfied with the decision of the District Superintendent, an appeal may be filed in writing with the Board within five (5) days after receiving the District Superintendent's decision.

The Board or a committee thereof shall hold a hearing at its next regular Board meeting after receipt of the written appeal, with the aggrieved party and his/her representative.

Within five (5) days after conclusion of the hearing, the Board's written decision with reasons given shall be transmitted to the aggrieved party.

ARTICLE VI
ORGANIZATION ACTIVITIES

- A. The President of the BSSA or his/her designee shall be allowed to use a total of five (5) days with full pay and benefits for Association Business per school year. The President must provide five (5) days advance written notice to the BOCES District Superintendent.
- B. The BSSA may use bulletin boards, inter-BOCES mail service, and employee mailboxes to notify members of BSSA functions and benefits, provided it does not interfere with the operation of BOCES. The BOCES District Superintendent must receive a copy of all materials to be sent by BOCES mail or placed in employee mailboxes before such facilities are used. Approval may be denied if the District Superintendent deems the material inappropriate.

ARTICLE VII
MANAGEMENT RIGHTS

- A. Any or all rights, powers, authority and prerogatives which the BOCES had prior to entering into this Agreement are retained by the BOCES, except as those rights, powers, authority or prerogatives are expressly and specifically limited by the provisions of this Agreement.
- B. The BOCES previously held and continues to hold exclusive authority which shall not be subject to grievance procedure or an improper practice charge to determine: the services it will provide; the assignment of staff; quality standards; supervision of staff; the size and composition of the staff; the establishment of new positions or changes in the content of existing positions; whether to purchase or otherwise acquire services; the sale, use, lease, discontinuance or disposal of any part of its buildings, equipment, services and materials; and to determine the starting and ending times employees shall work and the shifts they shall work.
- C. The failure to enumerate such retained rights, powers, authority and prerogatives in this Agreement shall not be construed as a waiver of any such rights, powers, authority or prerogatives.

ARTICLE VIII
HEALTH AND SAFETY

- A. Two (2) unit members shall be appointed by the President of the Association to serve as full members of the BOCES Health and Safety Committee.
- B. The following Personal Protective Equipment (PPE) will be provided to BSSA members as needed:
 - 1. PPE not personal and useable off the job including, but not limited to, work gloves, welding gloves, hard hats, face shields, and latex gloves.
 - 2. BSSA members required to wear safety shoes shall each year be reimbursed up to \$100.00 toward the purchase of such shoes upon presenting proof of such purchase to the BOCES.

ARTICLE IX
STAFF DEVELOPMENT

The administration encourages in-service education, college-level courses, visitations, and attendance at workshops that improve on-the-job skills. Reasonable and approved expenses related to such in-service will be paid by the BOCES. An appropriate request form must be completed prior to enrollment by the employee, and submitted for approval to the immediate supervisor and the District Superintendent. The appropriate reimbursement form must be submitted following completion of the activity, and submitted in the same manner before payment will be made.

ARTICLE X
MILEAGE REIMBURSEMENT

Bargaining unit members who are required to drive their own vehicle in carrying out their BOCES' work responsibilities shall be reimbursed for any allowable mileage at the current IRS rate for mileage reimbursement.

ARTICLE XI
SICK LEAVE BANK

The sole purpose of the Sick Leave Bank is to provide additional sick leave to bank members who have exhausted their own sick leave and have suffered an unplanned or prolonged illness. The Sick Leave Bank will be administered according to the guidelines below.

1. All bargaining unit members are eligible for membership.
2. Application for membership must be made in writing between June 1 and June 30 of any year. Membership will be effective July 1 of that year. A new employee will be eligible for membership within 30 days after completion of one year of employment with the BOCES.
3. An initial contribution of three (3) days and an annual contribution of one (1) day per year must be made from a member's accumulated sick leave in order to begin or retain membership in the bank.
4. When the total accumulation of days in the bank reaches 400 or more, no further annual contributions will be necessary to continue membership in the bank. When the bank falls below 400 days, annual contributions will begin again.
5. Days contributed to the Sick Leave Bank are non-refundable.
6. Persons wishing to terminate membership in the Sick Leave Bank must notify the Sick Leave Bank in writing. Termination of membership must be accomplished prior to July 1 of any given year.
7. Before a member can draw on the Sick Leave Bank, all of his/her personal sick leave must have been exhausted.
8. After a member has exhausted his/her personal sick leave, a waiting period of 5 consecutive working days must occur before drawing days from the bank. Benefits begin with the 6th day and are non-retroactive.
9. Benefits can be granted only for an unplanned or prolonged catastrophic illness. Maternity disability is excluded except in the case of extreme or prolonged complications.
10. Benefits received from the bank will not have to be repaid.
11. Maximum benefits for any one individual shall not exceed 60 days or 15% of the bank, whichever is less. Benefits will be granted only as computed days remain available in the bank.
12. Benefits will apply only to days on which the member could have normally worked.
13. Applications for benefits submitted to the Sick Leave Bank must be accompanied by a detailed doctor's statement including such things as a complete diagnosis, expected duration, physical limitations, etc.
14. Benefits may be drawn from the bank by any one member only once in a given fiscal year.
15. All applications for benefits will be reviewed and decided upon by the sick leave bank committee. The committee will forward a copy of all documentation and their decision to the District Superintendent and the Association President. The applicant will be notified as soon thereafter as possible of the committee's decision.

16. The committee may require a member requesting and/or receiving benefits to submit to a physical examination by a doctor of the committee's choice.
17. Retirees may not contribute their unused sick leave to the bank.
18. The bank shall be administered by a sick leave bank committee of five (5) members. Three (3) of the committee members will be appointed by the Union President and two (2) will be appointed by the District Superintendent. Each committee member will serve for a period of three (3) years. Only members of the bank may serve on the committee as representatives of the Association.

ARTICLE XII
WORK SCHEDULES

A. Custodians, Cleaners, Cleaner/Bus Drivers, and Van Drivers:

1. The standard workweek schedule is eight (8) hours per day and forty (40) hours per week with a minimum unpaid lunch period of ½ hour.

B. Clerical/Other:

1. The standard clerical work schedule is seven (7) hours per day and thirty-five (35) hours per week with a minimum unpaid lunch period of ½ hour or 1 hour, as determined by the administrator.
2. All 12-month employees shall normally work a fifty-two (52) week year, less vacation and holiday time.
3. All 10-month employees shall follow the staff calendar that is authorized by the Board. The calendar shall include the student's instructional days and staff development days including extra work days. Ten month employees in a position that is not directly related to the instruction of students shall report for work on days when students are not required to report because of inclement weather or similar reasons. Ten-month staff who work in instructional settings will follow the workday as determined in the district to which they are assigned.
4. Ten-month staff who work for the extended summer program in Special Education shall be compensated at 1/200th of their yearly salary for each day worked. The employee will have one (1) paid leave day only, which may be used for family illness, personal illness, or personal business leave only. For personal business leave requests, a reason must be provided.

- C. BOCES Central office hours are to be maintained from 7:00 a.m. to 5:00 p.m. Department hours are to be at least from 8:00 a.m. to 4:30 p.m. These times are subject to change based on the needs of the BOCES. The Administration will schedule lunch breaks so that offices and telephones are covered throughout the day. All employees are to take at least a 30-minute lunch break. Before changes in the starting and ending times of the workday and lunch periods for current employees are implemented, the Director/Supervisor will first discuss the proposed change(s) with the employee(s) affected.

D. Summer Hours

The workday for twelve (12) month employees, during the months of July and August, shall be reduced by one-half (1/2) hour.

E. Building Checks

BOCES' employees assigned to do building check will choose between pay or time off from work for such service. The BOCES will assign employees annually to building checks for the school year by July 1st. At the time of assignment, the assigned employee must choose payment or time off. If the employee chooses time off, the Assistant Superintendent for Business must approve the time off prior to the employee taking the compensatory time.

ARTICLE XIII
OVERTIME

When the BOCES requires that an employee work beyond his or her normal work day or work week, and such hours exceed a total of 40 hours per week, the employee shall become eligible for overtime pay at one and one-half times the employee's hourly rate. Any additional work required and approved that any employee performs that is less than 40 hours per week will be compensated at the employee's regular rate of pay.

ARTICLE XIV
SNOW DAYS

- A. If the vocational centers are closed to students for a.m. session or all day due to snow emergencies, office staff has a two-hour delay in starting time. The snow tree will only be implemented if the offices are to remain closed all day, and employees are not required to report for work.
- B. When inclement weather from a particular destination to another makes travel very unsafe or impossible, staff is requested to telephone their offices. Itinerant staff are to contact BOCES and the school to which they are scheduled to travel to inform all parties that they will be delayed.
- C. If during the workday the weather deteriorates to make employee travel from work to home unsafe, the District Superintendent, at the request of the BSSA President, will discuss the situation, and the District Superintendent will make a determination on whether or not employees will be released early.
- D.
 - 1. Custodians and cleaners shall report to work at their normal times during declared snow emergencies when the BOCES invokes the two-hour delay procedure for non-teaching employees. For those custodians and cleaners on the first shift only, the BOCES will discuss a schedule with those employees to reduce their work schedule by up to two hours for each snow day worked.
 - 2. When snow emergencies occur during the second or third shifts for custodians and cleaners, those employees shall be allowed early dismissal and/or a delay in reporting at the discretion of the District Superintendent.

ARTICLE XV
PROMOTIONS/TITLE CHANGE

- A. Employees who are promoted in title by the BOCES shall receive an increase in salary (prorated if made during the school year) that is equal to the difference in starting rates of pay for the following titles:

Account Clerk to Sr. Account Clerk (*Civil Service Test Required*)
Typist to Secretary to Director or Asst. Superintendent
Cleaner to Custodian (*Civil Service Test Required*)
Occ. Ed. Aide to Occ. Ed. Assistant - \$500 will be added to their salary upon receipt of a teacher assistant certificate

These changes in salary shall be retroactive to the date of appointment or receipt of certificate.

ARTICLE XVI PAID LEAVE

- A. All benefits accrue on an annualized basis. During the first year of employment, benefits are prorated. Sick, personal and bereavement leave is awarded on the first day of employment in proportion to the number of months between the date of hire and the next July 1. Example: 12-month employee hired January 1 would be awarded 7 sick days, 2.5 personal days and 2.5 bereavement days. Employees must fill out the appropriate forms prior to and after any leave time.
- B. Vacations
1. **Ten Month Employees - Staff Calendar**
No vacation days will be granted.
 2. **Twelve Month Employees -**
After their first full year of employment they will be eligible for ten (10) days vacation the following July 1. For each successive year, employees will receive (1) additional vacation day up to a maximum of twenty (20) days on July 1.
 3. Part-time employees are not entitled to vacation.
- C. Qualifications
1. Example: 12-month employee hired January 1, and has continuous employment through June 30. On July 1 the employee has earned five (5) days of vacation to be taken within that next year of July 1 - June 30.
 2. Employees who have been employed with the BOCES at least one (1) year and who resign their employment shall have their earned vacation time pro-rated and remunerated at the time of separation.
 3. Vacation time will be taken when the work situation of the employee permits the absence. All employees shall seek written approval for vacation through their immediate supervisor and the District Superintendent on the official BOCES leave request form.
 4. All vacation time shall be taken in the fiscal year after it has been awarded. Employees who are unable to use all of their vacation in any year, due to extenuating circumstances, may petition the District Superintendent in writing to carry over up to five (5) days to the succeeding year. Requests must be submitted by June 15.

D. Unpaid Leaves of Absence

1. Short term leaves of 30 or fewer calendar days must be approved by the District Superintendent. Such requests must be submitted in writing to the District Superintendent stating the purpose and/or reason for such leave.
2. All unpaid leaves extending beyond thirty (30) calendar days must have the recommendation of the District Superintendent and the approval of the BOCES Board of Education. Such leaves shall not be approved for more than a one-year duration.
3. Requests for all leaves must be submitted to the immediate supervisor and the District Superintendent 90 days before the expected commencement of the leave period.
4. Except during any approved FMLA leave, during the period of an individual's unpaid leave, the costs of any and all insurance premiums, other substantial benefits, as well as retirement contribution costs shall cease; the employee on unpaid leave may assume the costs of health insurance.
5. An employee exercising unpaid leave shall, during the period of said leave, accrue no substantive fringe benefits; e.g. sick, personal, bereavement leave, etc. Further, the individual does not receive seniority accrual toward step placement or retirement.
6. An employee exercising unpaid leave shall suffer no diminution of any earned benefits that existed prior to the commencement of said leave. An employee exercising an authorized unpaid leave option shall be guaranteed return to the same or similar position as occupied prior to taking the leave unless the position has been abolished. Upon returning from leave, the employee must contact the Business Office to complete required forms.
7. For childcare or adoption, an employee may apply and may be granted, upon written request, an unpaid leave of absence as outlined in unpaid leave of absence above.

E. Sick Leave

1. Twelve month, full-time employees are entitled to (14) sick days per year. Ten-month full-time employees are entitled to twelve (12) sick days. Part-time salaried employees will be pro-rated to determine sick leave.

Example: Part-time salaried employees who work 5 hours a day, 5 days a week.

$$12 \text{ months} = 5/8 \times 14 = 9 \text{ days}$$

$$10 \text{ months} = 5/8 \times 12 = 8 \text{ days}$$

2. Twelve (12) month employees are entitled to accrue a maximum of 220 days of sick leave. Ten (10) month employees are entitled to accrue a maximum of 180 days of sick leave. Once the maximum number of days are accumulated, each successive year the employee will be entitled to use the current year's leave days prior to drawing from their maximum accumulation.
3. Employees are eligible to participate in the sick leave bank except temporary, part-time, and contractual employees.

F. Personal Business Leave

1. Personal business leave not to exceed five (5) days total is allowed for the following reasons and with approval of immediate supervisor and District Superintendent. Only two (2) unused days may be accumulated as sick leave.

2. Full-time, non-student related employees may request up to two hours at the beginning or end of their work day for medical or legal appointments that could not be made outside the normal work day. These requests should not be on a recurring basis. Such requests may be approved with the understanding that the employee will make the time up within five workdays.
3. Leave for reasons described in “a” through “e” is not limited to one day per category.
 - a. Sickness in the immediate family which shall mean spouse, children, mother, father, brother or sister of either spouse. Sickness of person of other significant relationship shall be at the discretion of the administration.
 - b. Routine health treatment such as, doctor and dentist appointment.
 - c. Legal transaction involving a legal instrument (deed, mortgage, transferring title, etc.) or a court order.
 - d. Attendance at weddings or commencement exercises involving members of the immediate family.
 - e. Funerals outside immediate family.
 - f. Emergency occurrences such as car failure and broken water pipes.
 - g. Snow Day due to inclement driving conditions.
 - h. Personal reason not included in the categories “a” through “g.” This category is subject to the following condition:
 - (1) Requests are not to be made for the three (3) days immediately prior to or for three (3) days immediately after a scheduled school recess or holiday period.
 - (2) Up to one (1) day may be taken without submitting a reason.
4. Part-time salaried employees will be pro-rated to determine personal leave.

Example: Part-time salaried employee who works 5 hours a day, 5 days a week.

12 months = $5/8$ of 5 = 3 days

10 months = $5/8$ of 5 = 3 days

G. Bereavement Leave

1. Up to five (5) days leave per occurrence, non-cumulative year to year, shall be available in the event of death in the employee's immediate family. Immediate family shall mean spouse, children, mother, father, mother-in-law, father-in-law, grandparent, grandchildren of employee, and brother (in-law) or sister (in-law). Extensions of such leave are approved by the District Superintendent.
2. Leave for death of persons of other significant relationship shall be at the discretion of the District Superintendent.

H. Disability Leave

1. A disabled employee may work as long as physically able provided that he/she can furnish, upon request, a certificate from an attending physician certifying physical capability of performing all the duties of the position. An employee is expected, as in all disability leaves except as amended in the following paragraph, to return to work as soon as the attending physician attests that the employee is physically able to perform all duties of the position. While an employee may elect to use any accumulated sick leave for maternity related disability, such benefits are available only during the actual disability, and are not available for childrearing. Sick leave and unpaid leave are not coterminous.
2. The District reserves the right pursuant to SED Law 913 to require a physician's statement at any time attesting to a staff member's well being and ability to perform all functions of their assigned tasks. Disability leave under this provision will be counted as leave under FMLA.

ARTICLE XVII
HEALTH INSURANCE

A. Coverage

Only full-time employees are eligible to receive health insurance coverage. Such employee cannot be substitutes. Employees will be required to pay 10% of the premium. Employees reduced to part-time by BOCES retain the benefit.

B. Health Insurance Upon Retirement

An employee who is eligible to retire under the ERS or TRS Retirement System (whether or not they are a member of the ERS) with a minimum of ten years of continuous service in the BOCES, may continue the health benefit coverage in retirement if all criteria are met. The Business Office must be contacted well in advance of retirement so that compliance with criteria can be evaluated. It is the employee's responsibility to notify the Business Office of the desire to continue coverage. Such employees are required to contribute toward the annual health insurance premium at the rate set by this contract for current employees.

ARTICLE XVIII
RETIREMENT BENEFITS

A. New York State Retirement Systems

All full-time employees must join the appropriate retirement system, either the ERS or TRS. At the time of hiring, eligible new employees will be placed on appropriate tier. The ERS Retirement Plan the BOCES shall subscribe to is 75i.

B. Retirement Reimbursement for Accumulated Sick Leave

Unit members must select one of the following:

Unit members who retire from the BOCES with at least ten (10) years of service, and who notify the Board of Education at least four (4) months prior to the date of retirement, will be compensated for

accumulated sick leave at the rate of \$20 per day, up to a maximum of \$4,400 for 12-month employees, and \$3,600 for 10-month employees. Such payment will be made at the time of separation. The four-month pre-notification will be waived if the BOCES takes part in an employee retirement incentive program offered by New York State.

OR

Unit members covered by the NYS Employees' Retirement System have the option of not being compensated by the BOCES for accumulated sick leave but applying the unused sick leave as additional service credit upon retirement (section 41-j). Under NYSERS allowable unused sick leave credit is limited to 165 days and is applied as additional service credit on a calendar year basis. This time cannot be used to qualify a member for a benefit, i.e., toward minimal service.

**ARTICLE XIX
PERSONNEL FILES**

- A. The official employee personnel file shall be maintained in the BOCES central administration office in Watertown.
- B. No material derogatory to an employee's conduct, service, character, or personality shall be placed in the file unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material and must affix his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material.
- C. The employee shall have the right to answer in writing any material filed within thirty (30) business days of receipt of such material and his/her answer shall be attached to the file copy.
- D. Upon advance appropriate and reasonable request by the employee, the employee shall be permitted to examine his/her file in the presence of a central office administrator. This does not include any pre-employment confidential material.
- E. The employee shall be permitted to reproduce any material in his/her file at his/her expense, excluding pre-employment confidential material.
- F. Material will be removed from the file when an employee proves that it is inaccurate, misleading, or inappropriate and the employee's proof is sustained.
- G. An incident which has not been reduced to writing within three months of its discovery or its occurrence, whichever is later, exclusive of summer period for ten (10) month employees, may not be added to the file.
- H. Only material in the official BOCES personnel file of the employee may be used in any action by the BOCES that could result in any consequences for the employee (provided that this material is in the file prior to the recommendation for action). The only exception to this shall be where the material is relevant and where there is a legitimate reason why such material is not included in the file previously. For example, when an incident has just occurred and is the basis for the action taken.

ARTICLE XX
JOB VACANCY NOTIFICATION

The BOCES shall provide the President of the Association with notices of vacancies within the BSSA and the creation of any new position for which members of the bargaining unit may qualify, as such vacancies and/or openings become known to Central Administration.

ARTICLE XXI
CALL BACK

Custodians or cleaners who are called back to work by Central Administration or the Director of Buildings & Grounds, after completing his/her regular shift, inclusive of, but not limited to, answering alarms at the BOCES' facilities and emergency snow plowing, shall be compensated for a minimum of three (3) hours.

ARTICLE XXII
HOLIDAYS

- A. Twelve (12) month bargaining unit personnel will receive thirteen (13) paid holidays per year. Those who work less than twelve (12) months shall receive the holidays as they fall.
- B. Each year the District Superintendent shall survey the 12-month unit members on the desirability of optional holidays. The thirteen (13) holidays receiving the most votes from all BOCES' employees surveyed will be submitted to the Board for final determination.
- C. The list of holidays approved by the Board will be distributed to unit members by the BOCES.

ARTICLE XXIII
USE OF TEACHER ASSISTANTS AS SUBSTITUTE TEACHERS

Under unusual situations, teacher assistants in the bargaining unit may be requested to substitute for classroom teachers. This may occur only after regular substitutes have been called and are not available. When a teacher assistant substitutes the full day for a teacher, that teacher assistant will receive \$20 in addition to their normal daily rate of pay. Teacher assistants that substitute a half day will be paid \$10 in addition to their normal daily rate of pay.

ARTICLE XXIV
SAVINGS CLAUSE

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, or would tend to impinge upon or reduce any way the duties or responsibilities of the Board of Education as defined in Section 1709, 1711, 1950, or other sections of the Education Law pertaining to the duties and responsibilities of the Board of Education, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications will continue.

ARTICLE XXV
ZIPPER CLAUSE

The parties agree that all terms and conditions of employment of concern have been discussed during the negotiations leading to this Agreement and that negotiations will not be reopened at any time on any item whether contained herein or not before the date negotiations are reopened for a successor Agreement. This Agreement may be added to, deleted from, or modified only through the voluntary mutual consent of both parties in a written and signed amendment to this Agreement.

ARTICLE XXVI
JURY DUTY

On submission of written proof of the necessity of jury service, any full-time employee shall be granted a leave of absence with pay for such purpose providing any remuneration above and beyond transportation allowance, received for such service by the court be reimbursed back to the BOCES.

ARTICLE XXVII
ABSENCE DUE TO INJURY ON THE JOB

- A. A bargaining unit member who files a timely Workers' Compensation claim and has twenty (20) or more accumulated sick leave days, shall stay on the payroll until Workers' Compensation makes a determination on the claim. A bargaining unit member who files a timely Workers' Compensation claim and has less than twenty (20) days accumulated sick leave will be kept on the payroll at the discretion of the BOCES, pending a determination by Workers' Compensation on the claim. If the employee's claim is approved and compensated by Workers' Compensation, the employee shall remain on the BOCES' payroll until approved to return to work, declared unable to work, or a maximum of one year, whichever comes first. An employee who is approved to return to work and fails to do so, shall be terminated. If the employee is unable to return to work after one (1) year, the BOCES may declare the position vacant and terminate the employee.
- B. The BOCES may remove an employee from the payroll for an untimely Workers' Compensation claim and if the employee has no personal sick leave days accumulated.
- C. If the employee is kept on the BOCES payroll, any Workers' Compensation salary benefit paid by Workers' Compensation will be paid to the BOCES. If the employee is removed from the BOCES payroll, any Workers' Compensation salary benefit will go to the claimant employee.

ARTICLE XXVIII
LAYOFF/RECALL

- A. In the event of a layoff of full-time unit members, such layoff shall be accomplished by terminating the employment of the least senior unit member within a given title. Seniority shall be defined as the length of continuous service with the BOCES in that title affected.
- B. Recall shall be in the inverse order of layoff. A unit member shall remain on the active recall list for a period of two (2) years from the time of layoff. A unit member shall forfeit these rights to recall if he/she refuses to accept a position that is offered from which they were laid off, except that a unit member shall not be required to accept a position assignment that is in another county from the one that he/she served in at the time of layoff.
- C. Any proposed layoff will be discussed with the Association President prior to implementation.

ARTICLE XXIX
LONGEVITY

Effective July 1 of each school year when the unit employee has completed 15, 20, 25, 30, 35, and 40 years of service in the BOCES, the following longevity stipends will be added to the unit member's annual base salary, after any negotiated increase.

A. Longevity stipends for contract years 2006-2007 and 2007-2008 shall be as follows:

Yrs of BOCES Service	12-mo employee	10-mo employee
15	\$600	\$500
20	\$600	\$500
25	\$600	\$500
30	\$600	\$500
35	\$600	\$500
40	\$600	\$500

B. Longevity stipends for contract year 2008-2009 shall be as follows:

Yrs of BOCES Service	12-mo employee	10-mo employee
15	\$700	\$600
20	\$700	\$600
25	\$700	\$600
30	\$700	\$600
35	\$700	\$600
40	\$700	\$600

ARTICLE XXX
SALARIES

A. For the 2006-2007 school year, returning employees will receive a 4.0% increase over their 2005-2006 base salary.

For the 2007-2008 school year, returning employees will receive a 4.0% increase over their 2006-2007 base salary.

For the 2008-2009 school year, returning employees will receive a 4.0% increase over their 2007-2008 base salary.

B. Salary Adjustments:

1. Salary adjustments shall be made to the following titles effective July 1, 2006:

- a. Typists hired before January 1, 2006, shall receive a salary adjustment of \$500 applied after salary percentage increase.
- b. Senior Account Clerks shall receive a salary adjustment of \$400 applied after salary

percentage increase.

- c. Microcomputer Operator shall receive a salary adjustment of \$500 applied after salary percentage increase.
- d. Bus Driver/Cleaner shall receive a salary adjustment of \$400 applied after salary percentage increase with the bus driver/cleaner title being listed as a separate title from the cleaner title.

2. Salary adjustments shall be made to the following titles effective July 1, 2007:

- a. Typists hired before January 1, 2006, shall receive a salary adjustment of \$500 applied after salary percentage increase.
- b. Senior Account Clerks shall receive a salary adjustment of \$400 applied after salary percentage increase.
- c. Microcomputer Operator shall receive a salary adjustment of \$500 applied after salary percentage increase.

C. Starting scales: For the 1999-2000 school year and each year thereafter, the District Superintendent will meet and discuss with the President of the BSSA the issue of starting salaries. This meeting should take place in the month of May.

D. Interpreter I to Interpreter II - Starting salaries for interpreters will be determined along with other starting salaries pursuant to paragraph B above.

Level I: Less than 12 hours NTID or RID college coursework in Interpreting

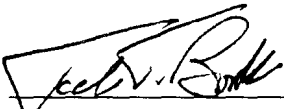
Level II: 12 hours NTID or State-approved college courses that qualify for NTID

Level III: Associate's degree in interpreting or RID or other State Certificate in Interpreting

E. Employees hired effective on or after April 1st will receive a pay increase for the following school year equal to one-half (1/2) of the negotiated increase for unit members.

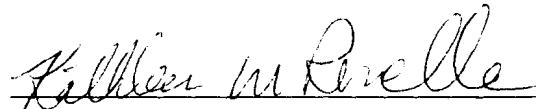
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

FOR THE BOCES:



Date: 1-16-07

FOR THE ASSOCIATION:



Date: 1-16-07

**JEFFERSON-LEWIS-HAMILTON-HERKIMER-ONEIDA
BOARD OF COOPERATIVE EDUCATIONAL SERVICES**

**BOCES Support Staff Association, Administrators, and Non-Instructional Staff
Sick Leave Bank Authorization Form**

Pursuant to the handbook/BSSA contract, I hereby apply for membership in the Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES Non-instructional Sick Leave Bank, effective July 1st of this school year. I understand that in order for my membership to commence July 1st of this school year, according to the provisions stated in the current BSSA contract or non-instructional employees' handbook, application for returning employees (who have at least one full year of employment with the BOCES) must be made between June 1 and June 30. A new employee will be eligible for membership within 30 days after completion of one year of employment with the BOCES.

I authorize the District to make an initial deduction of three days from my total accumulated sick leave, and to annually deduct one sick leave day from my total accumulated sick leave days up to the limits allowed by the Bank.

I understand that days I contribute are non-refundable and that my membership in the Sick Leave Bank will remain active unless I terminate such membership, in writing, prior to July 1 of any given year.

NAME (Print) _____

DATE _____

SIGNATURE _____

This form should be sent to the Clerk of the Board:

Central Administration Building
Jefferson-Lewis BOCES
20104 NYS Route 3
Watertown, NY 13601

Date received by BOCES Clerk: _____

cc: Employer/Employee Relations

E/E: 6/2004

GRIEVANCE FORM

Date filed: _____ Level: _____

Name of grievant: _____

Nature of grievance: (Include date when grievance occurred)

Contract clause(s) allegedly violated:

Remedy sought:

Grievant's signature

Date