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

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Wayne-Finger Lakes Boces And  
Wayne-Finger Lakes Support Persnl

BC/GEN

# AGREEMENT

between the

EXECUTIVE OFFICER

of the

WAYNE-FINGER LAKES  
BOARD OF COOPERATIVE EDUCATIONAL SERVICES

and the

WAYNE-FINGER LAKES ASSOCIATION OF  
SCHOOL SUPPORT PERSONNEL



JULY 1, 2000 - JUNE 30, 2003

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

01/18/01

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# Table of Contents

	<u>Page</u>
Taylor Law Requirement .....	3
I Recognition .....	3
II Management Rights .....	4
III Employee Rights .....	4
IV Work Hours And Work Year .....	5
V Seniority/Layoff Procedure .....	7
VI Holidays .....	9
VII Vacation .....	10
VIII Leaves .....	12
IX Health Insurance Coverage .....	17
X Miscellaneous Items .....	19
XI Compensation .....	23
XII Benefits For Child Care Aides .....	29
XIII Grievance Procedure .....	32
XIV Agreement Scope .....	35
XV Affirmation .....	36
XVI Savings Clause .....	36
XVII Terms Of Agreement .....	36
Appendix - WFL BOCES Grievance Form .....	37

## TAYLOR LAW REQUIREMENT

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 therefor, shall not become effective until the appropriate legislative body has given approval. (From Section 204-a of the Taylor Law)

### ARTICLE I RECOGNITION

- A. The Board recognizes the Wayne-Finger Lakes Association of School Support Personnel as the exclusive bargaining agent of the unit including all regularly employed non-instructional personnel including stenographers, secretaries, school aides, child care aides, clerks, typists, computer operators, data entry operators, audio visual equipment repair persons, custodians, school chauffeur, computer programmers, job coaches, cleaners, building maintenance mechanics, registered professional nurses, teacher assistants, licensed practical nurses, customer service representatives, account clerk typists, web developers, physical therapy assistants, audio visual technicians, building maintenance assistants, carpenters, family educators, laborers, messengers, information technology network analysts I and II, information technology network technicians, application support service assistants, senior application support service assistants, computer systems analysts, computer services assistants, electronic workstation operators, HVAC service engineers, programmer analysts, clerk/typists, senior account clerks, prevention services specialists and senior computer services assistants.
- B. Excluded from the bargaining unit are supervisor of buildings and grounds, supervisor of operations in the regional computer center, clerk of the BOCES, treasurer, secretary to the Executive Officer, secretaries to the assistant superintendents, public relations persons, internal auditor, personnel clerks, payroll clerks, supervisor of computer operators, head custodians, sales coordinators, student employees, per diem substitutes, casual, temporary or seasonal employees, all managerial, confidential, or supervisory personnel, those managerial individuals who exercise BOCES-wide responsibility, all certified personnel except teacher assistants, and all unit members classified as regular professional nurse, audio visual technician, clerk, and messenger employed 35% or less of a normal work assignment.
- C. Long-term substitutes who work at least six (6) continuous months, and where those months are determined in advance and are for the replacement of a member of the bargaining unit, are recognized as belonging to the bargaining unit. Any benefits to which these persons are entitled shall be as specified in this Agreement.
- D. The parties further understand and agree that this recognition clause supersedes the Public Employment Relations Board unit certification dated July 15, 1980, and that from this date forward, the bargaining unit shall be considered a recognized bargaining unit.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

- A. The parties agree that the Board and its designated supervisory officials are responsible for the operation of the BOCES.
- B. The Association also recognizes the basic responsibility of the Board pursuant to the Education Laws of the State of New York, except as those policies are modified by the terms of this Agreement.
- C. Further, the parties understand and agree that the BOCES retains all of the rights, authority, prerogatives, and responsibilities possessed by it prior to the signing of this Agreement, including the right to subcontract or contract for any work, operation, or delivery of BOCES service, except as may be modified by the specific and express terms of this Agreement. Should the BOCES subcontract or contract for any work, operation, or delivery of BOCES services, the BOCES agrees to negotiate the impact.

**ARTICLE III**  
**EMPLOYEE RIGHTS**

- A. Access to Personnel File
  - 1. By appointment, unit members shall be given access to their official personnel file maintained by the BOCES, except for confidential material contained therein. The unit member may be accompanied by one (1) Association representative of his/her choice. Material contained within the official personnel file may not be removed from said file without the specific and express written authorization of the Executive Officer or his authorized designee. A member of the administrative staff or his authorized designee shall be unobtrusively present during this review. This presence is intended to recognize the employee's right to privacy, but at the same time, to assure the contents of the employee's file remain intact.
  - 2. The unit member shall have the right to copy all materials, except for confidential material therein, contained in his/her file at a nominal fee of five cents (\$.05) per page.
  - 3. In the event that any document, except for that initiated by the unit member, relating to an employee's conduct is placed in the official personnel file, a copy of the document shall be shown to the employee who shall sign the document to signify that s/he has read such document. The signature in no way indicates agreement with the contents of the document. The unit member shall also be given a copy of the document.
  - 4. A unit member shall have the right within 10 working days to attach a response to the material placed in his/her personnel file.

B. Disciplinary Action

1. Other than specified in Section A-3, in the event that a unit member's work performance is deemed unsatisfactory by the administration, s/he will be so informed verbally. If improvement is not made, the verbal warning will be followed by a written notice.
2. If a scheduled meeting is held where disciplinary action may result, the employee may be accompanied by a representative.
3. In the event that an employee is summarily discharged or suspended from his/her position, the employee may request a meeting with the Executive Officer or his authorized designee. The employee may be accompanied by a representative. The Executive Officer or his designee shall conduct such a meeting as soon as possible to review the action taken.
4. This Article shall not be applicable to probationary employees.

**ARTICLE IV**  
**WORK HOURS AND WORK YEAR**

A. Operation and Maintenance Personnel - Regular Employees

1. The normal work day shall consist of eight (8) hours per day excluding a one-half hour unpaid lunch period.
2. The normal work week shall consist of five (5) days in any seven (7) day period, Saturday through Friday.
3. The normal work year shall run from July 1 through June 30.

B. Clerical - Regular Employees

1. The normal work day shall consist of eight (8) hours per day excluding a one-half hour unpaid lunch period.
2. The normal work week shall consist of five (5) days in any seven (7) day period, Saturday through Friday.
3. The normal work year shall run from July 1 through June 30.

C. Teacher Assistants

1. The normal work day shall consist of seven and one-quarter (7 1/4) hours per day, including a thirty-five minute unpaid lunch period.

2. The normal work week shall be the same as that worked by the teachers.
3. The normal work year shall be the same as that worked by the teachers.
4. Teacher Assistants may be required to spend a maximum of 30 hours per year beyond the normal work day as may be required by their supervisor. No more than four (4) hours in any single month may be scheduled by the supervisor. Once the 30 hour limit for the year is reached, no more hours may be scheduled by the supervisor. Teaching Assistants will be compensated at their regular hourly rate for such hours beyond their normal work day.

D. School Aides - Regular Employees

1. The normal work day shall consist of six (6) hours per day excluding a 35 minute unpaid lunch period.
2. The normal work week shall be the same as that worked by the teachers.
3. The normal work year shall be the same as that worked by the teachers.
4. School Aides may be required to spend a maximum of 30 hours per year beyond the normal work day as may be required by their supervisor. No more than four (4) hours in any single month may be scheduled by the supervisor. Once the 30 hour limit for the year is reached, no more hours may be scheduled by the supervisor. School aides will be compensated at their regular hourly rate for such hours beyond their normal work day.

E. Computer Operators, Programmers, Data Entry Operators, Audio Visual Equipment Repairpersons - Regular Employees

1. The normal work day shall consist of eight (8) hours per day excluding a one-half hour unpaid lunch period.
2. The normal work week shall consist of five (5) days in any seven (7) day period, Saturday through Friday.
3. The normal work year shall run from July 1 through June 30.

F. Employees Other Than Full Time

It is understood that employees may be hired in a capacity other than regular as defined in Sections A-E above. In such cases, work hours, work week and year shall be established by the Executive Officer.

G. Summer and Academic School Year Hours

At the discretion of the immediate supervisor, employees may begin work and end work up

to one (1) hour earlier.

H. Work Assignment

If a unit member's assignment is known by the BOCES for the following school year, the unit member shall be advised of the assignment by August 1.

I. Lunch Period Work

If a unit member must remain with students at a student work-site apart from the BOCES, during his/her thirty five (35) minute lunch period (scheduled 10:00 a.m. through 2:00 p.m.), the BOCES shall pay the individual up to \$3.00 for lunch. The individual shall be dismissed thirty five (35) minutes before the end of his/her regular work shift that day. If a unit member is employed in EduTech, specifically to provide services to multiple sites in a single day, then reimbursement for meals shall be made as described in administrative regulations. This shall become affective with the signing of the 1997-2000 contract.

**ARTICLE V**  
**SENIORITY/LAYOFF PROCEDURE**

- A. In the event of the abolition or reduction of positions in the Wayne-Finger Lakes BOCES resulting in layoff of employees who are in the Competitive Class of the classified service of Ontario County Civil Service, the process shall be governed by Section 80 of the Civil Service Law.
- B. In the event of the abolition or reduction of positions in the Wayne-Finger Lakes BOCES resulting in layoff of employees who are classified as teacher assistants, Section 2510 of the Education Law will prevail.
- C. In the event of the abolition or reduction of positions in the Wayne-Finger Lakes BOCES resulting in layoff of employees who are in the Non-Competitive or Labor Class of the classified service of Ontario County Civil Service, the following procedure will apply:
1. Seniority will be determined from the date that an employee was last appointed to a non-competitive or labor class position followed by continuous service thereafter. For purposes of this Article, the following will apply:
    - a. Full-time service will be as specified for regular employees under Article IV, Work Hours and Work Year. In calculating the total months of service, only months actually worked will be counted. For example, a regular 10 month employee would be credited with 10 full months of seniority service in a budget year. A regular 12 month employee would be credited with 12 months seniority service in a budget year.
    - b. Seniority for part-time service will be determined by the number of continuous months worked in that budget year multiplied by the assigned FTE. For example, a person with .5 FTE who worked all 12 months in a budget year would be credited at the end of the year, for seniority purposes, with 6 months.



2. Situations may arise where persons started work on the same date, have the same FTE, and are regular employees. Should layoff be necessary, the following procedure will be followed for these people:
  - a. The dates of Board action appointing the persons will be checked. Layoff will occur in inverse order of Board action to appoint.
  - b. In case the dates the persons in question started work and the dates the persons in question were appointed by the Board are the same, personnel records will be examined to determine the date employment was offered. Layoff will occur in inverse order of the date employment was offered.
  - c. In case the dates on which employment began, on which Board action occurred, and on which employment was offered are the same, order of layoff will be determined by the order in which the Board acted to appoint as specified in the Board minutes.
3. Persons employed on a substitute/temporary basis to fill in for persons on leave do not earn seniority with one exception. Should a person be employed on a temporary/substitute basis and then, without any break in continuous service, be continued in the same position as a result of the person on leave resigning or otherwise leaving the BOCES, continuous service shall be granted from the date that the person in question was last appointed.
4. Continuous service shall be broken by any one of the following actions:
  - a. Resignations
  - b. Terminations or suspension not followed by reinstatement
  - c. Retirement
  - d. Failure to return to work in accordance with notice of recall from layoff in accordance with recall procedures defined in this Article
  - e. Failure to be recalled from a layoff list within four (4) years from the date of layoff
5. Unpaid leaves of absence shall not break continuous service, but shall not be counted for purposes of computing seniority.
6. Persons appointed to valid, temporary positions in accordance with the rules of the Ontario County Civil Service Commission, are excluded from the provisions of Article V, with the exception of Article V-C-3. In other words, the provisions of Article V-C-3 apply to persons appointed to valid, temporary positions.

D. Layoff

1. Layoffs among positions within the non-competitive or labor class in the Ontario

County Civil Service will proceed in inverse order (last in, first out) of the standing on the seniority list for that layoff unit of employees holding the same class title. Layoff unit is defined as Wayne geographic area (Wayne County) and the Finger Lakes geographic area. A unit member who is laid off from one layoff unit may exercise his/her right to fill a vacant position in the same job title in another layoff unit.

2. In the event that a senior part-time employee bumps a junior regular employee in the same class title, the part-time employee must accept the bumped employee's regular assignment or said employee will be processed as a quit.

E. Recall

1. Any employee who is laid off shall be placed on a recall list in the order of seniority. Such placement shall be in effect for a period of four (4) years from the date of layoff. Recall will be in order of seniority. The affected position will not be filled from the outside until eligible employees in the job titles in the layoff unit have had the opportunity to exercise their recall rights. In the case of an emergency, the position may be filled on a temporary basis.
2. Notification of recall will be sent to the employee by certified or registered mail to the employee's last address as on file with the BOCES personnel office.
3. Failure by the employee to notify the BOCES personnel office, in writing, within fourteen (14) days from the date of the mailing of the notice of recall from layoff will be considered a refusal and the employee will forfeit any and all recall rights. The notice of recall will be accompanied by a form provided by the BOCES for the purpose of said written notification. The form will include the requirements of this position.

Should the BOCES determine that the employee has forfeited his/her recall rights in accordance with this provision, the employee will have the opportunity to present any pertinent information relating to unusual circumstances.

4. The laid off employee, if recalled during the period of his/her valid recall list, shall have his/her previously earned and unused sick leave restored to him/her, and his/her previously earned seniority will be restored.

F. Merged Departments

In the event that any department is merged with a department from another BOCES or with a department from a school district, employees shall be notified of such merger intention prior to the date of said merger.

## **ARTICLE VI**

### **HOLIDAYS**

- A. All regular twelve month employees shall be entitled to thirteen (13) paid holidays per year.

B. The paid holidays shall be as follows:

Independence Day	New Year's Day
Labor Day	Dr. Martin Luther King Day
Columbus Day	President's Day
Veterans' Day	Spring Recess (1)
Thanksgiving Recess (2)	Memorial Day
Holiday Recess (2)	

- C. All regular 10 and 11 month employees covered by this Agreement shall be entitled to those paid holidays which are celebrated by the BOCES during the employees' regular work year.
- D. The actual calendar dates for the paid holidays shall be established by the Executive Officer. The parties further understand and agree that the holidays as defined above may be celebrated by the BOCES on a day other than the officially recognized date.
- E. The paid holidays are granted with the provision that any need to make up snow days will be used for that purpose. Should this occur, the Executive Officer will substitute the day(s) needed during the school vacation periods and/or during the month of June.

## **ARTICLE VII**

### **VACATION**

A. 12 month employees

1. All regular 12 month employees and part-time employees with an assigned FTE of .50 or more will be eligible for vacation with pay as follows and subject to the procedures in Section C below. Vacation for eligible part-time employees will be pro-rated according to FTE.
  - a. Employees with 1 through less than 4 full years of continuous regular service in this BOCES will accrue ten (10) days of paid vacation annually.
  - b. Employees with 4 through less than 15 full years of continuous regular service in this BOCES will accrue fifteen (15) days of paid vacation annually.
  - c. Employees with 15 or more full years of continuous regular service in this BOCES will accrue paid vacation annually as follows:
    1. After 15 full years continuous regular service 16 days paid vacation annually.
    2. After 16 full years continuous regular service 17 days paid vacation annually.

3. After 17 full years continuous regular service 18 days paid vacation annually.
4. After 18 full years continuous regular service 19 days paid vacation annually.
5. After 19 full years continuous regular service 20 days paid vacation annually.

B. 10 and 11 month employees

1. Ten and eleven month employees hired after July 1, 1981 are not eligible for paid vacation.
2. Neither teacher assistants nor school aides receive vacation.
3. All regular 10 and 11 month employees and part-time employees with an assigned FTE of .50 or more, hired prior to July 1, 1981 will be eligible for vacation with pay as follows and subject to the procedures in Section C below. Vacation for eligible part-time employees will be pro-rated according to FTE.
  - a. Employees with 1 through less than 4 full years of continuous regular service in this BOCES will accrue ten (10) days of paid vacation annually.
  - b. Employees with 4 or more full years of continuous regular service in this BOCES will accrue fifteen (15) days of paid vacation annually.

C. Vacation procedures

1. The anniversary date for determination of a full year of service is July 1.
2. An employee whose first year of service covers less than the full 12-month period of July 1 through June 30 will:
  - a. Be credited with a full year of service for determination of years only if that service began before February 1. If such service began on or after February 1, no service credit for purpose of determining continuous service will be given.
  - b. Receive pro-rated vacation for that year based on full months employed.
3. Vacation will be taken in the fiscal year after it is earned and cannot be accumulated from one year to another. During the first full year of employment only, the following exception is permitted:
  - a. Days of vacation may be taken up to a maximum earned at any particular time, if approved by the immediate supervisor.

- b. The number of vacation days used in this manner will be deducted from the ten (10) full days the employee ordinarily would take during the second full year of employment, leaving a net effect for an employee starting work July 1 of a total of ten (10) days of vacation to be taken during the first two (2) years of employment.
4. Requests for vacation will be submitted in writing to the employee's immediate supervisor at least three (3) weeks in advance for a vacation of two or more days in length. Requests for one or two days of vacation will be submitted in writing at least one (1) week in advance. Vacations will be scheduled when possible as requested by the employee within the limitations imposed by work load, peak periods, and other requests for vacation.
5. If an employee resigns or retires, he or she may be paid earned but unused vacation time provided at least two (2) weeks' written notice is given.
6. Employees having a holiday occur within their vacation period will be entitled to an additional day off with pay at a time mutually agreeable with the BOCES.

## **ARTICLE VIII**

### **LEAVES**

#### **A. Sick Leave**

##### **1. 12 Month Employees**

- a. Regular twelve (12) month employees shall be entitled to one (1) sick leave day per month for each month worked to a maximum of 200 days. Effective July 1, 1998, sick leave for a school year will be provided at the commencement of a school year.
- b. Part-time employees with an assigned FTE of .50 or more shall earn sick leave days as provided in Point 1-a and said days shall be pro-rated accordingly.
- c. A maximum of five (5) of these days per year may be used for immediate family illness as defined in Article VIII, B-2. When the administration has reasonable belief to question the legitimacy of a request, it may, within three (3) school days of the absence, request the employee to provide a physician's statement attesting to the need for the employee's absence from the work place. The employee agrees to provide such statement.

##### **2. 11 Month Employees**

- a. Regular eleven (11) month employees shall be entitled to one (1) sick leave day per month for each month worked to a maximum of 200 days.

Effective July 1, 1998, sick leave for a school year will be provided at the commencement of a school year.

- b. Part-time employees with an assigned FTE of .50 or more shall earn sick leave days as provided in Point 2-a and said days shall be pro-rated accordingly.
- c. A maximum of five (5) of these days per year may be used for immediate family illness as defined in Article VIII, B 2. When the administration has reasonable belief to question the legitimacy of a request, it may, within three (3) school days of the absence, request the employee to provide a physician's statement attesting to the need for the employee's absence from the workplace. The employee agrees to provide such a statement.

3. 10 Month Employees

- a. Regular ten (10) month employees shall be entitled to one (1) sick leave day per month for each month worked to a maximum of 200 days. Effective July 1, 1998, sick leave for a school year will be provided at the commencement of a school year.
- b. Part-time employees with an assigned FTE of .50 or more shall earn sick leave days as provided in Point 3-a and said day shall be pro-rated accordingly.
- c. A maximum of five (5) of these days per year may be used for immediate family illness as defined in Article VIII, B 2. When the administration has reasonable belief to question the legitimacy of a request, it may, within three (3) school days of the absence, request the employee to provide a physician's statement attesting to the need for the employee's absence from the work place. The employee agrees to provide such statement.

4. Physical Disability

- a. Should a unit member become aware of a future period of temporary physical disability due to a scheduled surgery, pregnancy, etc., the Executive Officer shall be notified as soon as practical and shall be furnished, in writing, the unit member's and his/her physician's best estimate as to the beginning and termination of the period of disability. The physician shall submit additional certificates at the onset of actual physical disability and at the termination of such physical disability. At his discretion, the Executive Officer may request, and the unit member shall honor, such requests for physical examinations by the BOCES physician.
- b. Notification of not less than five (5) school days shall be given whenever an employee who has been physically disabled intends to return to work subject to

the limitation of Point 4-a.

5. Doctor's verification may be requested by the BOCES at the discretion of the Executive Officer after two (2) days personal illness use on or before or after a vacation/holiday period.

B. Emergency Leave

1. Up to three (3) days with pay will be allowed for each critical illness or death in the immediate family upon approval of the unit member's immediate supervisor.
2. Critical illness means illness which the attending physician considers sufficiently grave to require the unit member's presence at the bedside. The immediate family shall include husband, wife, children, and members of the same household, father and mother, brothers and sisters, grandmother and grandfather, comparable relatives of the unit member's spouse.
3. Emergency leave in no way affects sick leave or personal leave and is not accumulative.
4. Part-time employees with an assigned FTE of .50 or more shall be entitled to Emergency Leave days, pro-rated accordingly, subject to Points 1-3 immediately above.

C. Personal Business Days

1. Each regular unit member as defined by Article IV and each 10 and/or 11 month clerical employee who works eight (8) hours per day will be granted two (2) personal business days per year. Personal business leave shall be granted for the conduct of personal business which cannot be conducted outside of work hours.
2. Personal business leave shall not be used for recreation, hunting, or vacation purposes.
3. At the end of each year, any unused personal business leave will be credited to cumulative sick leave.
4. If a personal business leave day is requested to be taken within two (2) days prior to or after a school holiday or a vacation, the specific reason, in writing, shall be submitted to the personnel officer who, in his/her discretion, may grant or deny the request.
5. Except in emergencies, applications for personal business leave shall be submitted on forms provided by the personnel office at least two (2) days before the intended date of the leave. In the case of an emergency, said form shall be filed upon the employee's return to work. No reason shall be required except as noted under Point 4 immediately above.

6. Notwithstanding the requirements of Point 5 immediately above, the parties understand and agree that the building administrator or the appropriate administrator may question the applicant to determine if the request falls within the intent of personal business leave if s/he has reason to believe the leave is being abused.
7. Part-time employees with an assigned FTE of .50 or more shall earn two personal business days, and such days will be pro-rated accordingly.

D. Extended Leaves of Absence

1. Any unit member may request a leave of absence without pay for up to one (1) year. Applications for such leave shall be made directly to the Executive Officer, who will present the request, together with his recommendation, to the Board, which shall have the right, in its discretion, to grant or deny such leave without the establishment of any precedent thereby. Such decision shall not be subject to the grievance procedure contained herein.
2. Requests for a leave of absence without pay for less than thirty (30) consecutive work days shall be made to the Executive Officer, who shall have the right, in his/her discretion, to grant or deny such leave without the establishment of any precedent thereby. Such decision shall not be subject to the grievance procedure.
3. Any employee on an unpaid leave of absence may retain his/her health coverage by reimbursing BOCES the full premium cost.

E. Injury on the Job

1. Sick leave taken by a regular employee as a result of an on the job injury shall be reinstated to the employee's accumulated sick leave on a pro-rated scale based on the extent to which the employer is reimbursed by the compensation carrier for wages during the employee's absence from work. This shall be computed by dividing the daily wage of the employee into the total reimbursement from the compensation with the quotient equal to the number of days to be reinstated. Fractions less than one-half day will not be credited, but fractions more than one-half day will be credited as full day.
2. Employees incurring on-the-job injuries on or after July 1, 1989, who are approved for Workers' Compensation shall be eligible for health insurance coverage subject to Article IX, A D of this Agreement for up to five (5) months for 10 month employees, up to five and one-half (5 1/2) months for 11 month employees, and up to six (6) months for 12 month employees. In the event such employee's Workers' Compensation claim should be denied, s/he will be obligated to reimburse the BOCES for the cost of the health insurance coverage. If an employee whose compensation claim has been denied returns to active employment with BOCES, such cost can be deducted from the employee's paycheck.



F. Sick Leave Bank

1. A Sick Leave Bank shall be established.
2. Each member of the bargaining unit may contribute up to two days of accumulated sick leave yearly.
3. The maximum number of days that can be used in any year shall be 200.
4. The following criteria have been established for utilization of the Sick Leave Bank.
  - a. Any bargaining unit member who has contributed to the Sick Leave Bank will automatically be in the Sick Leave Bank.
  - b. Any bargaining unit member who is on the staff as of September may contribute to the Sick Leave Bank during September. People employed after September 1 must contribute within one month after employment or wait until the next school year.
  - c. An authorization form may be obtained from the Association Building Representative: It must be submitted to the Association president who will forward the form to the Business Office.
  - d. A member may withdraw from the Sick Leave Bank, but may not take back contributed days.
  - e. No benefits may be used while on leave or after leaving the Wayne-Finger Lakes BOCES.
  - f. To be eligible to draw upon days in the Bank, one must:
    - i. Use up accumulated sick leave.
    - ii. Suffer a prolonged illness. (Prolonged illness is defined as an absence on sick leave 20 or more consecutive school days.)
    - iii. Meeting the above requirements, a member may draw from the bank up to one-half the number of days which s/he had when the prolonged illness began provided s/he has contributed two days to the Sick Leave Bank. For people who have only contributed one day to the Sick Leave Bank, Bank benefits will be pro-rated at one-quarter the number of days which s/he had when the prolonged illness began.
    - iv. If, after returning to work following the prolonged illness, an individual suffers a relapse, s/he may draw an additional 20 days from the Sick Leave Bank. (The relapse must occur within the same school year as the original

prolonged illness.) Meeting the above requirement, the member who has contributed only one day to the Sick Leave Bank, may draw an additional ten (10) days.

- v. The Sick Leave Committee may require submission of a doctor's statement.
- vi. The Sick Leave Bank is to be administered by a Committee of five, three appointed by the Association, two appointed by the Executive Officer.
- vii. Applications will be considered in the order in which they are received.
- viii. If there are more requested days than there are available days, the Committee may, in its discretion, grant fewer days than the maximum allowed.

G. Summer Benefits

Personnel employed for the summer session shall be given one day sick leave and one day emergency leave as defined in Article VIII, B. Unused sick time shall be accrued to the employee's sick leave.

## **ARTICLE IX**

### **HEALTH INSURANCE COVERAGE**

A. Health Insurance coverage for non-teaching personnel shall be provided as follows:

1. Full-time Employees (1.0 FTE) The BOCES will pay 100% of the cost of Blue Cross Basic Coverage with Preferred Blue Million Plan, Out Patient Benefits Rider, Blue Shield with In Hospital Medical and Diagnostic X-Ray with Consultation, Emergency First Aid and Lesion Rider, and Blue Shield Maternity Rider, OR as noted in point B below will continue as in the old contract. Effective January 1, 1998 or as soon thereafter as practicable, the BOCES will implement the traditional Blue Cross, Blue Shield coverage with Preferred Blue Million and \$10.00 Prescription Drug Rider. It is understood and agreed that such coverage shall be considered "equal to or better" than the current plan and that the BOCES has complied with the provisions of Article IX, Health Insurance Coverage as it applies to this change.
2. Part-time Employees (.35 FTE to .99 FTE) The BOCES will pay the FTE pro-ration of the cost of health insurance coverage (as described above) for employees whose FTE is .35 FTE through .99 FTE. The employee must pay the rest of the cost. (Note exception under Point A-3 below).

Examples:

- a. Employee has .60 FTE and desires health insurance coverage. The BOCES will pay 60% of the cost; the employee will pay 40% of the cost.

- b. Employee has .75 FTE and desires health insurance coverage. The BOCES will pay 75% of the cost; the employee will pay 25% of the cost.
3. Employees with less than .35 FTE will not receive health insurance coverage unless they pay 100% of the cost.

B. Right to Select Insurance Carrier

1. The BOCES shall have the right to select the insurance carrier as long as the schedule of benefits is equal to or better than the benefits contained in Article IX, A 1.
2. The BOCES shall have the right to provide a schedule of benefits which is equal to or better than the benefits contained in the current health plan in force through a program of self funding.
3. If the BOCES is considering a change in health insurance coverage as per Point 1 and 2, the Association will be notified and have the opportunity of discussing the contemplated change with the Executive Officer.
4. The BOCES plan shall also provide for a prescription rider with a co-pay equivalent to whatever a prescription rider with Blue Cross/Blue Shield may be at that time.
5. Should the BOCES implement either Point 1 or 2, then it shall make a good faith effort to incorporate the major components of the health care plan in effect at the time of the change, i.e. conversion rights, participating physician, and/or hospital. This is not to be considered a commitment to provide a mirror image of the health care plan in effect at the time of the change.

C. If an employee changes his/her coverage (go from family to individual or vice versa), health insurance coverage shall be governed by Sections A and B.

D. If an employee currently covered under Article IX leaves BOCES employment, his/her coverage terminates as with any other employee. If the person later returns to BOCES employment, s/he will be governed by Section A and B above.

E. Health Insurance Waiver

All employees who receive health insurance coverage as of the ratification of this agreement shall have the option to receive a one-time buy out of \$500 (family coverage) or \$250 (single coverage) in lieu of receiving health insurance coverage during the entire period they are employed by BOCES. In the event an employee requests reinstatement to the health insurance coverage, the employee shall refund to the BOCES the one-time buy out amount previously received.

F. Health Maintenance Organization

All unit members will be permitted to participate in an available Health Maintenance Organization (HMO) plan of their choice. The BOCES shall contribute the same dollar amount for premium cost for all health insurance programs.

G. Dental Plan

A Dental Plan equivalent to Smile Saver IV with employee paying 10% of the premium costs and the BOCES paying 90% of said costs will be made available January 1, 1993.

H. Medical Reimbursement

Effective July 1, 2000, all unit members with at least two years of service and an assigned FTE of .75 or more shall be eligible for reimbursement of medical expenditures through a Section 105 Medical Reimbursement Fund. For the school years 2000-01 and 2001-02, the BOCES shall deposit into each eligible unit member's account two hundred dollars (\$200). For the school year 2002-03, the BOCES shall deposit into each eligible unit member's account two hundred seventy-five dollars (\$275). A medical expense shall be any expense that is covered under Section 125 of the Internal Revenue Code except childcare expenses.

I. Health Insurance Upon Retirement

Effective July 1, 1998, an employee who is eligible to retire under the Employee or Teacher Retirement System and retires from the BOCES and has completed 20 years of full time continuous service as defined at Article V, Seniority/Layoff Procedure, C.1.a (or who is considered a full-time child care aide) with the BOCES will receive his/her per diem rate of compensation for one third of his/her accumulated sick days.

Within the regulations of the IRS, this amount may be designated to remain in an employer funded flex account, which shall be used for the purpose of paying for the premiums of the employee's health insurance program or other medical expenses until such amount is liquidated subject to an annual custodial fee equal to the account fee charged to BOCES by the plan administrator.

J. Flexible Benefits

The BOCES shall offer to all unit members a flexible benefits plan (Section 125) with the dependent care option.

K. Disability Insurance Committee

The District and Association will form a committee to study the possibility of providing a Long Term Disability Insurance plan. The committee will issue its report for consideration to the Board of Education by July 1, 2002.

**ARTICLE X**  
**MISCELLANEOUS ITEMS**

A. Job Postings

1. Civil Service Announcements

The BOCES Personnel Office shall continue its current practice of posting Civil Service examination announcements received from the Ontario County Civil Service Commission.

2. Vacancies

- a. If the BOCES decides to fill a vacant position during the school year, notices of all bargaining unit vacancies will be posted in all BOCES buildings. Upon written request to the Personnel Officer, notice of bargaining unit vacancies will be mailed to field-based employees.
- b. No vacancies shall be filled prior to one (1) week from the date of posting except in case of emergency.

B. Job Description

Effective with the signing of the 1997-2000 contract upon request or upon initial employment, the BOCES will provide the unit member with a copy of his/her job description. (This does not, in any way, diminish the BOCES right to unilaterally modify a job description).

C. Notice of Personnel Changes

By September 15 each year, the BOCES shall furnish the Association with a list of names and addresses for all non-instructional employees in the negotiating unit. Thereafter, comparable information will be transmitted to the Association President on December 15, February 15, and April 15.

D. Involuntary Transfers

The BOCES reserves the right to transfer employees. Normally, a unit member will not be involuntarily transferred outside his/her geographic area. Geographic areas are defined as Finger Lakes and Wayne.

E. Payroll Deduction

1. Dues

- a. Upon the written authorization of an employee, the BOCES will deduct from the salary of the employee such amounts for membership dues as the Association may specify and will transmit said sums once a month to the Wayne-Finger Lakes Association of School Support Personnel upon completion of payroll authorization. Said deductions shall be made from each pay period of the school year.
- b. In the event that an employee authorizes dues deduction after the beginning of the school year, pro-rated deductions will begin within thirty (30) days after the business office has received the authorization.
- c. Authorization for dues deduction shall remain in effect until revoked in writing. It is understood that such revocation may be at any time upon two (2) weeks written notice to the business office and to the Association.
- d. The Association shall save harmless the BOCES and its agents from any liability

resulting from action taken by BOCES or its agent for the purpose of complying with Article X.

2. NYSUT Benefit Trust

BOCES shall provide payroll deduction for members electing to participate in the NYSUT Benefit Trust Program and for members electing to purchase Disability Income Protection through the NYSUT Benefit Trust.

F. Direct Deposit

Unit members may participate in direct deposit of their payroll checks at any bank or financial institution including their branches as long as the unit member's bank has direct deposit capability through the Wayne-Finger Lakes BOCES lead bank.

G. Use of Personal Vehicle

1. Mileage Allowance

A unit member who is required to use his/her car on BOCES business will be compensated at a rate set in Board policy.

H. Right to Meet

The Association President or his/her designee shall have the right to meet with the Executive Officer or his designee for the purpose of discussing matters of mutual concern. Such meetings shall be at mutually agreed upon places and times.

I. President's Release Time

The Association President and/or his/her designee may be granted release time with the permission of his/her immediate supervisor not to exceed ten (10) days of leave annually without loss of compensation, for the purpose of conducting Association business. The Association is to reimburse the BOCES for the cost of salary, retirement, and social security, if any, for the substitute, if one is necessary.

J. Jury Duty

Unit members called on jury duty shall be granted leave as necessary for this duty. The unit member shall receive full pay and return to the BOCES his/her payment for jury duty, excluding mileage.

K. Liaison Committee

The Association and the BOCES shall form a joint liaison committee consisting of three (3) members appointed by the Association President and three (3) members appointed by the Executive Officer of the BOCES. This Committee shall attempt to resolve problems not covered by this Agreement or otherwise related to the terms and conditions of employment of unit members.

L. Evaluation

The Association and the BOCES shall establish a joint committee of equal representation to

develop an evaluation system for all unit members. The Committee shall report its recommendations to the Executive Officer and the Association President no later than April 1, 1993. Recommendations shall be subject to negotiations between the parties. Upon agreement, the recommendation shall become part of the agreement between the parties. The parties also agree that the Civil Service Commission procedures must be followed.

M. Mid Contract Term Negotiations

The District and Association agree that the District may demand to negotiate salaries and other benefits for selected job titles at any time during the life of this agreement. Upon demand from the BOCES, the Association will enter into good faith negotiations and consider market place factors in negotiating the salaries and benefits for such selected job titles.

N. New Contract Negotiations

Negotiations for a new Agreement may commence any time on or before December 15. If the parties have not reached an agreement by 120 days prior to the end of the fiscal year, either may request the State Public Employment Relations Board to assist the parties in reaching an agreement (Impasse).

## Article XI Compensation

### 2000-2001

<u>Titles</u>	<u>Min</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
Cleaner, School Chauffeur Laborer	18246	18578	18949	19329	19715	19958	20476	21033	21534
Typist (12 mo), Clerk (12 mo) Messenger, Electronic Workstation Oper	19334	19685	20032	20432	20841	21178	21708	22308	22783
AV Tech, Bldg Maint Assistant	19133	19480	19870	20267	20673	21178	21768	22383	22957
Steno, Sec I, Family Edu Acct Clerk Typist, Acct Clerk, Cust, Sen Typist	19550	19905	20303	20709	21124	21862	22579	23308	24034
Building Maintenance Mech Computer Operator, Carpenter Senior Acct Clrk Typist, Senior Acct Clrk	22220	22623	23075	23537	24008	24490	24985	25488	26000
Cust Service Rep.	22105	22506	22956	23415	23884	24719	25784	26848	27912
AV Rep Per, Info Tech Net Tech, Stock Clk App Supp Svc Asst/ Comp Svc Asst, Computer Repair Tech	23304	23728	24203	24686	25179	26060	27223	28544	29861
Computer Programmer	28996	29522	30112	30715	31329	31966	32615	33279	33944
Sr. Customer Service Rep	27422	27920	28478	29047	29628	30220	30827	32503	34180
Prevention Services Specialist (200 day employees 8 hrs)	30555	31110	31888	32666	33443	34221	34999	35777	36554
School Aide (200 day employees 6 hrs)	9071	9236	9420	9609	9801	9979	10209	10478	10780
Teacher Assistant, Licensed Practical Nurse (200 day employees 6.66hrs)	17308	17623	17975	18335	18701	19146	19575	19863	20186
Registered Professional Nurse (200 day employees 6.66hrs)	21687	22081	22523	22973	23432	23904	24499	24952	25487
Physical & Occupational Therapist Assistant (200 day employees 6.66hrs)	24268	24709	25203	25707	26221	26979	27779	28582	29400
Programmer Analyst	36962	37634	38387	39155	39938	40497	41346	42241	43136



**2000-2001**

<u>Titles</u>	<u>Min</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
Computer Systems Analyst Web Developer	39600	40320	41126	41948	42787	43851	44918	45925	46934
Child Care Aides (hourly)	5.63	5.73	5.85	5.97	6.09	6.20	6.25	6.52	6.99
HVAC Service Engineer	29049	29576	30167	30771	31387	32024	32659	34408	36158
Info Tech Net Anal II	50160	51071	52093	53134	54197	55297	56398	58091	59270
Info Tech Net Anal I Sr. App Supp Svc/ Sr Comp Svc Asst	33611	34221	35242	36284	37347	38447	39548	41240	42420

**2001-2002**

<u>Titles</u>	<u>Min</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
Cleaner, School Chauffeur Laborer	18593	18940	19284	19669	20064	20464	20716	21254	21832
Typist (12 mo), Clerk (12 mo) Messenger, Electronic Workstation Oper	19702	20069	20433	20793	21208	21633	21983	22533	23156
AV Tech, Bldg Maint Assistant	19496	19860	20220	20625	21037	21459	21983	22595	23234
Ster.o, Sec I, Family Edu Acct Clerk Typist, Acct Clerk, Cus., Sen Typist	19922	20293	20661	21075	21496	21927	22693	23437	24194
Building Maintenance Mech Computer Operator, Carpenter Senior Acct Clk Typist, Senior Acct Clk	22642	23064	23483	23952	24431	24920	25421	25934	26457
Cust Service Rep.	22524	22944	23361	23828	24305	24792	25658	26764	27868
AV Rep Per, Info Tech Net Tech, Stock Clk App Supp Svc Asst/ Comp Svc Asst, Computer Repair Tech	23747	24190	24630	25123	25624	26136	27050	28257	29629
Computer Programmer	29547	30098	30644	31256	31882	32520	33181	33854	34544
Sr. Customer Service Rep	27943	28464	28981	29560	30151	30754	31368	31998	33738
Prevention Services Specialist (200 day employees 8 hrs)	31136	31716	32292	33100	33907	34714	35521	36329	37137
School Aide (200 day employees 6 hrs)	9243	9415	9587	9778	9974	10173	10358	10597	10876

**2001-2002**

<u>Titles</u>	<u>Min</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
Teacher Assistant, Licensed Practical Nurse (200 day employees 6.66hrs)	17637	17966	18293	18658	19032	19412	19874	20319	20618
Registered Professional Nurse (200 day employees 6.66hrs)	22099	22511	22920	23379	23846	24322	24812	25430	25900
Physical & Occupational Therapist Assistant (200 day employees 6.66hrs)	24729	25190	25648	26161	26684	27217	28004	28835	29668
Programmer Analyst	37665	38367	39064	39846	40643	41456	42036	42917	43846
Computer Systems Analyst Web Developer	40353	41105	41852	42689	43542	44413	45517	46625	47670
Child Care Aides (hourly)	5.74	5.84	5.95	6.07	6.20	6.32	6.44	6.49	6.77
HVAC Service Engineer	29601	30152	30700	31313	31940	32580	33241	33900	35716
Info Tech Net Anal II	51113	52066	53012	54073	55153	56256	57398	58541	60298
Info Tech Net Anal I Sr. App Supp Svc/ Sr Comp Svc Asst	34249	34888	35521	36581	37663	38766	39908	41051	42807

**2002-2003**

<u>Titles</u>	<u>Min</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
Cleaner, School Chauffeur Laborer	18965	19337	19698	20055	20456	20867	21283	21545	22104
Typist (12 mo), Clerk (12 mo) Messenger, Electronic Workstation Oper	20096	20490	20872	21250	21625	22056	22498	22862	23434
AV Tech, Bldg Maint Assistant	19886	20276	20654	21029	21450	21878	22317	22862	23499
Steno, Sec I, Family Edu Acct Clerk Typist, Acct Clerk, Cust, Sen Typist	20320	20718	21105	21487	21918	22356	22804	23601	24374
Building Maintenance Mech Computer Operator, Carpenter Senior Acct Clrk Typist, Senior Acct Clrk	23095	23547	23987	24422	24910	25408	25917	26438	26971
Cust Service Rep.	22975	23425	23862	24295	24781	25277	25784	26684	27835

**2002-2003**

<u>Titles</u>	<u>Min</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
AV Rep Per, Info Tech Net Tech, Stock Clk App Supp Svc Asst/ Comp Svc Asst, Computer Repair Tech	24222	24697	25158	25615	26128	26649	27181	28132	29387
Computer Programmer	30138	30728	31302	31870	32506	33157	33821	34508	35208
Sr. Customer Service Rep	28502	29061	29603	30140	30742	31357	31984	32623	33278
Prevention Services Specialist (200 day employees 8 hrs)	31758	32381	32985	33584	34424	35263	36103	36942	37782
School Aide (200 day employees 6 hrs)	9428	9613	9792	9970	10169	10373	10580	10772	11021
Teacher Assistant, Licensed Practical Nurse (200 day employees 6.66hrs)	17990	18343	18685	19025	19404	19793	20188	20669	21132
Registered Professional Nurse (200 day employees 6.66hrs)	22541	22983	23411	23837	24314	24800	25295	25804	26447
Physical & Occupational Therapist Assistant (200 day employees 6.66hrs)	25223	25718	26198	26674	27207	27751	28306	29124	29988
Programmer Analyst	38418	39171	39902	40627	41440	42269	43114	43717	44634
Computer Systems Analyst Web Developer	41160	41967	42749	43526	44397	45284	46190	47338	48490
Child Care Aides (hourly)	5.85	5.97	6.08	6.19	6.31	6.45	6.57	6.69	6.75
HVAC Service Engineer	30163	30785	31358	31928	32566	33218	33883	34571	35256
Info Tech Net Anal II	52084	53158	54149	55132	56236	57359	58506	59694	60883
Info Tech Net Anal I Sr. App Supp Svc/ Sr Comp Svc Asst	34900	35619	36284	36942	38044	39170	40317	41504	42693

**2000-2001 School Year**

Job coaches \$8.75 per hour

Off step and top step 1999-2000 salary shall be increased by 3.7% for 2000-2001

Child Care Aide-Lead Care Giver will receive an additional \$.60 per hour

Child Care Aide-Team Leader will receive an additional \$1.25 per hour

Each unit member who has completed 15 years of service with the BOCES will receive a longevity payment of \$.20 per hour commencing with his/her 16<sup>th</sup> year of service. Regular substitute service which directly precedes a regular appointment in the same job title shall be included in the service calculation.

2001-2002 School Year

Job coaches \$9.08 per hour

Off step and top step 2000-2001 salary shall be increased by 3.8% for 2001-2002

Child Care Aide-Lead Care Giver will receive an additional \$.60 per hour

Child Care Aide-Team Leader will receive an additional \$1.25 per hour

Each unit member who has completed 15 years of service with the BOCES will receive a longevity payment of \$.20 per hour commencing with his/her 16<sup>th</sup> year of service. Regular substitute service which directly precedes a regular appointment in the same job title shall be included in the service calculation.

2002-2003 School Year

Job coaches \$9.45 per hour

Off step and top step 2001-2002 salary shall be increased by 4.0% for 2002-2003

Child Care Aide-Lead Care Giver will receive an additional \$.60 per hour

Child Care Aide-Team Leader will receive an additional \$1.25 per hour

Each unit member who has completed 15 years of service with the BOCES will receive a longevity payment of \$.20 per hour commencing with his/her 16<sup>th</sup> year of service. Regular substitute service which directly precedes a regular appointment in the same job title shall be included in the service calculation.

B. Base Salary

If the base salary for a classification is increased, no employee will be hired or paid below the new base as per 1.0 FTE and pro-rated accordingly.

C. Overtime

1. Overtime compensation shall be paid at the rate of one and one-half (1 1/2) the regular compensation rate for hours worked in excess of forty (40) hours in any seven (7) day period, Saturday through Friday. Paid holidays, paid sick leave, and paid personal leave days are to be included in computing the forty (40) hours.
2. The BOCES reserves the right to require overtime. BOCES also recognizes that occasionally the requirement to work overtime may conflict with a personal commitment, (i.e., a planned trip, an important family obligation such as a wedding or graduation. In such case, the supervisor shall take into consideration the nature of the commitment and how long it's been planned before the final decision is made.
3. Employees will be given as much advance notice as possible when overtime is required.
4. Each type of premium compensation described within this Agreement shall be considered and computed separately. At no time shall any of these premiums be coupled or pyramided.

D. Building Checks

1. Any employee who performs building checks will be compensated for all hours worked at straight time until his weekly hours exceed forty. Hours in excess of forty will be compensated for at time and one-half. At the end of the year the BOCES will

pay the employee(s) who does (do) the building checks the difference between what s/he earned performing building checks at the rate(s) specified in the first and second sentence for the school year and \$ 2,519. Therefore, the employee will be paid the difference between his building check earnings at straight time and overtime rates and \$2,519 or his straight and overtime rates for building checks if the earnings exceed \$2,519 annually.

2. With the prior approval of the school business administrator, the building checks may be delegated to another employee.

E. In Service Training

1. On occasion, the BOCES may elect to offer in-service training to selected non-certified staff beyond the normal working day. When in-service training, beyond that specified in Article IV, C-4 and Article IV, D-4, is required, unit members will be compensated as follows:
  - a. An employee will be paid his/her regular hourly rate for all in-service training hours.
  - b. In the event that the in-service training hours extend the employee's work week beyond forty hours, s/he shall be paid at the rate of time and one half his or her regular hourly rate for all hours worked beyond forty.
  - c. There shall be no pyramiding of overtime.
2. In the event a bargaining unit member attends, during non-working hours, BOCES approved in-service training, the unit member shall be compensated for up to a maximum of six hours annually at a straight time rate.

F. Call In Pay

1. The BOCES agrees that a regular employee who is called in for emergency duty shall be paid at least a minimum of three (3) hours at regular straight time rate of compensation or time and one-half, whichever is greater. Call-in shall be defined as that period after which the employee has completed his/her regularly scheduled work day, left the employers' premises and is subsequently notified to return back to work for emergency duty.
2. If the employee is called and the time worked runs into the employee's regular shift, payment will be calculated in accordance with the regular overtime pay procedure as defined in Article XI, D.

G. Substitute Calling

Unit members assigned to call substitutes for the certified and support staff on behalf of the principal shall be paid an additional \$3,000 per year.

H. Substitute Work

Unit members who are assigned as substitutes for teachers shall be reimbursed \$8.00 per hour in addition to their regular pay for each full half hour so assigned in any single day. Pro-rated payment for periods of time less than one full half hour will not be made.

I. Temporary Transfer

Except as noted in Article XI, H, when an employee is assigned to a higher rated position for more than 4 hours during any work day, that employee will be compensated for the full day at the entry level rate for that higher rated position or be given a 5% differential above the unit member's regular hourly rate, whichever is higher.

J. Emergency Staff Members

All unit members designated an Emergency Staff shall receive an annual stipend of \$500.

K. Supervision

Registered Professional Nurses will receive an additional 5% of their base pay as a stipend for supervising Licensed Practical Nurses.

**ARTICLE XII**  
**BENEFITS FOR CHILD CARE AIDES**

The terms and benefits contained in the collective bargaining agreement do not apply to child care aides except for the following:

A. Holidays

1. All twelve month child care aides shall be entitled to the equivalent of eight (8) paid holidays per year calculated based on the employee's current hourly rate times the average daily hours worked during the 40 work days immediately prior to the holiday. (i.e. Employee worked a total of 160 hours during the previous 40 work days. Employee is paid for four (4) hours for the holiday. (160/40)).

The paid holidays for the above shall be as follows:

July, Independence Day  
September, Labor Day  
November, Thanksgiving Day  
November, Day after Thanksgiving Day  
December, Christmas Day  
January, New Years Day  
January, Martin Luther King Day  
May, Memorial Day

2. All ten month child care aides shall be entitled to the equivalent of six (6) paid holidays per year calculated based on the employee's current hourly rate times the

average daily hours worked during the 40 work days immediately prior to the holiday. i.e. Employee worked a total of 160 hours during the previous 40 work days. Employee is paid for four (4) hour for the holiday. (160/40).

The paid holidays for the above shall be as follows:

November, Thanksgiving Day  
November, Day after Thanksgiving Day  
December, Christmas Day  
January, New Years Day  
January, Martin Luther King Day  
May, Memorial Day

B. Vacation

1. All child care aides employed on a twelve month basis and working as a twelve month employee shall be eligible for paid vacation to be taken during the next fiscal year calculated based on the employees current hourly rate times the average daily hours worked during the previous year or portion thereof equal to or greater than 52 work days. Except as detailed in 2-4 below, vacation procedures specified in subsection C of Article VII will apply to child care aides.
2. A child care aide whose first year of service covers less than the full 12 month period of July 1 through June 30 will be credited with one vacation day for each 52 days of employment. (i.e. the employee was employed from February 7 through June 30 and worked a total of 728 hours, but not necessarily every day. The vacation days will be paid for equivalent to 7 hours (728 hours/104 days) for each of 2 days accrued at the employee's current hourly rate).
3. A child care aide with one full year through less than 4 full years of continuous regular service in this BOCES shall accrue 5 days of paid vacation annually. i.e. During that year of employment, the employee worked the entire year from July 1 through June 30, but not necessarily every work day for a total of 1820 hours. The vacation days will be paid for, equivalent to 7 hours (1820/260) for each of the five days accrued at the employee's current hourly rate).
4. A child care aide with four or more full years of continuous regular service in this BOCES will accrue eight days of paid vacation annually.

C. Sick Leave

1. Child care aides shall earn one (1) sick leave day per 20 days of employment to a maximum of twelve (12) days total accumulative to a maximum of 180 days. Sick leave must be earned before it may be used.
2. A sick leave day shall be calculated based on the employee's currently hourly rate

times the average daily hours worked during the previous 40 days.

3. A maximum of five (5) of these days per year may be used for immediate family illness as defined in Article VIII, B-2. When the administration has reasonable belief to question the legitimacy of a request, it may, within three (3) school days of the absence, request the employee to provide a physician's statement attesting to the need for the employee's absence from the work place. The employee agrees to provide such statement.

D. Health and Dental Insurance

1. Child care aides working an average of less than 20 hours a week will not receive health and dental (dental insurance effective July 1, 1998) insurance coverage unless they pay 100% of the cost.
2. The BOCES will pay a pro-ration of the cost of health and dental insurance coverage as described above for child care aides who work an average of 20 hours a week or more. The pro-ration shall be calculated based, in their first year, on their hours of appointment, and subsequently based on their average weekly hours of employment during the proceeding 10 months (September-June). Pro-rations for health insurance benefit calculation only produce levels of benefit as follows:

20-25 hours per week = .50 FTE

26-35 hours per week = .75 FTE

more than 35 hours a week shall be considered full time or 1.0 FTE

E. Minimum Work Day

A child care aide will be granted a minimum of two hours of work when she/he is assigned and reports to work.

F. Personal Business Days

Child care aides will be granted personal business days as defined in Article VIII, C. A personal business day shall be calculated based on the employee's current hourly rate times the average daily hours worked during the previous 40 days.

G. Emergency Leave

Child care aides will be granted emergency leave as defined in Article VIII, B. An emergency leave day shall be calculated based on the employee's current hourly rate times the average daily hours worked during the previous 40 days.

H. Extended Leaves of Absence

1. Any unit member may request a leave of absence without pay for up to one (1) year. Applications for such leave shall be made directly to the Executive Officer, who will present the request, together with his recommendation, to the Board, which shall have



the right, in its discretion, to grant or deny such leave without the establishment of any precedent thereby. Such decision shall not be subject to the grievance procedure contained herein.

2. Requests for a leave of absence without pay for less than thirty (30) consecutive work days shall be made to the Executive Officer, who shall have the right, in his/her discretion, to grant or deny such leave without the establishment of any precedent thereby. Such decision shall not be subject to the grievance procedure.
3. Any employee on an unpaid leave of absence may retain his/her health coverage by reimbursing BOCES the full premium cost.

I. Inservice Training

1. On occasion, the BOCES may elect to offer in-service training to selected non-certified staff beyond the normal working day. When in-service training, beyond that specified in Article IV, C-4 and Article IV, D-4 is required, unit members will be compensated as follows:
  - a. An employee will be paid his/her regularly hourly rate for all in-service training hours.
  - b. In the event that the in-service training hours extend the employee's work week beyond forty hours, she/he will be paid at the rate of time and one half his or her regular hourly rate for all hours worked beyond forty.
  - c. There shall be no pyramiding of overtime.
2. In the event a bargaining unit member attends, during non-working hours, BOCES approved in-service training, the unit member shall be compensated for up to a maximum of six hours annually at a straight time rate.

J. Mileage Allowance

1. A unit member who is required to use his/her car on BOCES business will be compensated at a rate set in BOCES policy.

**ARTICLE XIII**  
**GRIEVANCE PROCEDURE**

A. Preamble

1. It is recognized that grievances may arise from misinterpretation or inequitable application of this collective Agreement.
2. The following grievance procedure will be in force for any dispute arising over a claim

based upon misinterpretation or inequitable application of a specific and express term and condition of this Agreement.

B. Definitions

1. EMPLOYEE - shall mean any employee whose position is in the defined negotiating unit.
2. ADMINISTRATOR - shall mean any person responsible for or exercising any degree of supervision or authority over an employee.
3. REPRESENTATIVE - shall mean the person designated by the aggrieved employee as his/her counsel or to act in his/her behalf.
4. GRIEVANCE - shall mean a complaint by an employee in the negotiating unit that there has been a violation of any of the specific and express provisions of this Agreement.

C. Basic Principles

1. The settlement of the grievance at the earliest stage is encouraged.
2. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.
3. An employee shall have the right to be represented at any stage of the procedures by a person of his/her own choice.
4. The Association has the right to submit grievances on behalf of a class of unit members.
5. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
6. All hearings shall be confidential.
7. It shall be the responsibility of the Executive Officer to take steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him/her within the time specified in these procedures and make a determination within the authority delegated to him/her.
8. All time limits set forth in Article XII shall be strictly adhered to unless the parties agree to an extension of such time limits in writing. In the event there is a violation of any of the time limits by the Association, the grievance shall be declared null and void. In the event there is a violation of any of the time limits by a BOCES Board

representative or the administration, the grievance may be advanced to the next applicable step of the grievance.

9. Once a grievance pertaining to this Agreement has been submitted at Stage 2 of the grievance procedure in accordance with Article XII, D 2, all other courses of action or remedies shall be barred. Election of an alternative course of action or remedy prior to the submission of a grievance by an employee or his/her representative shall be considered to be a waiver of the right of an employee to thereafter seek recourse by means of the grievance procedure.

D. Procedures

1. **STAGE 1** - The aggrieved employee shall present his/her grievance in writing on the designated form to his/her immediate supervisor within thirty (30) work days of the action leading to the grievance. The supervisor shall discuss the grievance with the aggrieved employee. The supervisor shall render his/her determination in writing to the aggrieved employee within five (5) work days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the second stage.
2. **STAGE 2** - In the event the grievance is not satisfactorily resolved under Stage 1, the employee may request, in writing within five (5) work days from the date of the answer in Stage 1, a hearing of his/her grievance before the personnel officer. The personnel officer shall, within five (5) work days after receipt of the request for the hearing, schedule a hearing at which time the employee may appear and present his/her oral and written statement of arguments. Thereafter the personnel officer shall answer in writing within ten (10) work days the date of the hearing.
3. **STAGE 3** - In the event the grievance is not satisfactorily resolved under Stage 2, the employee may request, in writing within five (5) work days from the date of the answer in Stage 2, a hearing of his/her grievance before the Executive Officer. The Executive Officer shall, within five (5) work days after receipt of the request for the hearing, schedule a hearing at which time the employee may appear and present his/her oral and written statements of arguments. Thereafter, the Executive Officer shall answer in writing within ten (10) work days from the date of the hearing.
4. **STAGE 4** - If the grievance is not satisfactorily resolved under Stage 3 and the employee is not satisfied with the Executive Officer's answer, the employee may appeal such answer within five (5) workdays from the date of the answer in Stage 3. The appeal shall consist of a written notice to the Superintendent, informing him/her that the employee wants to pursue the disputed matter to advisory arbitration.
5. **STAGE 5** - The parties shall then meet to select an advisory arbitrator that is mutually agreeable. If the parties fail to reach agreement on the advisory arbitrator, the employee may request from the American Arbitration Association a list of arbitrators. Selection will be in accordance with the agency's rules. The selected

arbitrator will hear the matter promptly and will issue his/her findings not later than thirty (30) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The advisory arbitrator's findings of fact, reasoning, and conclusions on the issues will be submitted to the Superintendent and the aggrieved in writing. The arbitrator shall have no power or authority to make any decision which requires the of an act prohibited by law or which is violative of the terms of the agreement, nor add to, subtract from or modify any of the provisions of this agreement.

Each party to an advisory arbitration shall bear its own legal expense and costs incidental to its exhibits and any witness sworn by such party. The cost for the advisory arbitration transcript shall be born by the party requesting said transcript or if both request said transcript the cost shall be shared equally. The costs for the advisory arbitrator shall be shared equally.

6. **STAGE 6** - The aggrieved employee or the Superintendent may, within five (5) work days of the advisory determination of the arbitrator, make a written request to the Board of Education for review and determination. All written statements and exhibits of the case shall be submitted to the President of the Board of Education by the Superintendent. The Board of Education may hold a hearing to obtain further information regarding the case. The Board of Education shall render a final and binding decision within thirty (30) school days after receiving the request for review.

#### **ARTICLE XIV** **AGREEMENT SCOPE**

- A. This Agreement shall constitute the full and complete commitments of the BOCES to the Wayne-Finger Lakes Association of School Support Personnel. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the BOCES and the Wayne-Finger lakes Association of School Support Personnel, for the life of this Agreement, each voluntarily and unqualifiedly, waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- B. This Agreement shall supersede any rules, regulations, or practices of the BOCES which shall be contrary to the terms of this Agreement.
- C. Right to Negotiate Changes  
Before the BOCES adopts a change in policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this Agreement, the

BOCES will inform the Association in writing that it is considering such a change. The Association will have the right to discuss such terms with the BOCES within ten (10) work days after receipt of said notice.

**ARTICLE XV**  
**AFFIRMATION**

The Association affirms that it does not assert the right to strike nor to assist or participate in any strike, slowdown, or work stoppage, not to impose an obligation to conduct, assist, or participate in any strike, slowdown, or work stoppage.

**ARTICLE XVI**  
**SAVINGS CLAUSE**

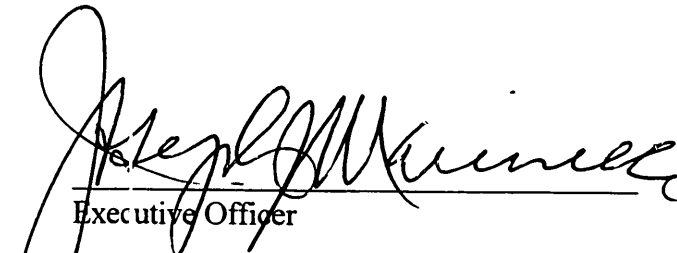
If any Article or part thereof this Agreement or any addition thereto should be decided as a violation of any federal, state, or local law, or if adherence to or enforcement of any Article or part of thereof should be restrained by a court of law, the remaining Articles of the Agreement or any addition thereto shall not be affected.

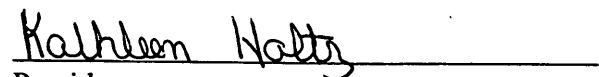
**ARTICLE XVII**  
**TERMS OF THE AGREEMENT**

The terms of this Agreement shall, except as specifically modified herein, become effective upon the date of ratification by the Association, Executive Officer, or the BOCES Board, whichever occurs later, and shall terminate on June 30, 2003.

**FOR THE BOCES:**

**FOR THE ASSOCIATION:**

  
\_\_\_\_\_  
Executive Officer  
Dated: 2/05/01

  
\_\_\_\_\_  
President  
Dated: 2-05-01

DATE OF BOARD RESOLUTION: December 18, 2000

**Appendix  
WAYNE-FINGER LAKES BOCES  
GRIEVANCE FORM**

**School Support Personnel Bargaining Unit  
(Complete in Duplicate)**

Grievant \_\_\_\_\_

Position of Grievant and Location \_\_\_\_\_

Date Grievance Filed \_\_\_\_\_

(This is the date the grievance is received by the Supervisor - Stage 1)

Level 1 Immediate Supervisor      Date Grievance Received \_\_\_\_\_  
Date Decision Rendered \_\_\_\_\_

Level 2 Personnel Officer      Date Appeal Received \_\_\_\_\_  
Date Decision Rendered \_\_\_\_\_

Level 3 Executive Officer      Date Appeal Received \_\_\_\_\_  
Date Decision Rendered \_\_\_\_\_

Level 4 & 5 Advisory Arbitration      Date Appeal Received \_\_\_\_\_  
Date Decision Rendered \_\_\_\_\_

Level 6 Board      Date Appeal Received \_\_\_\_\_  
Date Decision Rendered \_\_\_\_\_

**TIME LIMITS SHOWN IN ARTICLE XII-D OF THE CONTRACT MUST BE ADHERED TO.**

Statement of the Grievant:

1. Provision(s) of this agreement which you feel has/have been violated: (Be specific)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Time(s) and place(s) where the alleged events or conditions constituting the grievance existed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Identity of the party responsible for causing the said events or conditions:

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4. General nature of the grievance: \_\_\_\_\_

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5. Redress sought: \_\_\_\_\_

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Attachments:

1. As provided by the grievant
2. Stage 1 decision (signed by Stage 1 Supervisor)
3. Appeal from Stage 1 decision (signed by grievant)
4. Stage 2 decision (signed by Stage 2 personnel officer)
5. Appeal from Stage 2 decision (signed by grievant)
6. Stage 3 decision (signed by Executive Officer)
7. Appeal from Stage 3 decision (signed by grievant)
8. Stage 4 & 5 decision (signed by Advisory Arbitrator)
9. Appeal from Stage 4 and 5 decision (signed by grievant or Superintendent)