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GEN 9032

TOMPKINS-SENECA-TIOGA
BOARD OF COOPERATIVE EDUCATIONAL SERVICES
555 WARREN ROAD
ITHACA, NEW YORK 14850

Tompkins-Seneca-Tioga

B.O.C.E.S. EMPLOYEES' ASSOCIATION AGREEMENT

July 1, 2005 – June 30, 2008

**For 10 month Teacher Aides, Bus Drivers, Signers,
Advanced Signers, Monitors, Library Assistants,
Vocational Assessment Technicians
and Licensed Practical Nurses**

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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Article 1 - Implementation of Agreement

This Agreement is made and entered into July 1, 2005 by and between the Executive Officer of the Tompkins-Seneca-Tioga Board of Cooperative Educational Services, hereinafter referred to as the Board, the Board of Cooperative Educational Services, or BOCES, and the Tompkins-Seneca-Tioga BOCES Employees' Association.

Article 2 - Recognition

Nature and Terms

The Board of Education of the Tompkins-Seneca-Tioga Board of Cooperative Educational Services hereby recognizes the BOCES Employees' Association as the representative of all regular, non-certified employees (regular employees are those employees who work half-time or more) of BOCES, for the purpose of negotiations regarding the wages, hours, and terms and conditions of employment and in the settlement of grievances, **excluding** the following personnel:

- A. Treasurer of the Board of Education
- B. Clerk of the Board of Education
- C. Secretary to the District Superintendent
- D. Human Resources Specialist
- E. Payroll Clerk
- F. Student employees
- G. Special project employees when the duration of the special project is for one year or less
- H. Senior Maintenance Worker
- I. Supervisors, Coordinators, Directors, and Project Managers
- J. Secretary to the Director of Administrative Services
- K. Administrative Coordinator in the Business Office
- L. Head Custodian
- M. Any other employee who has supervisory responsibility over anyone covered by this Agreement.

Article 3 - 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 the law or by providing the additional funding therefore shall not become effective until the appropriate legislative body has given approval.

Article 4 - Payroll Deductions/Deposit

- A. The BOCES will deduct from the wages of each employee who provides written authorization the following:
 - 1. Premiums for Group Health Insurance
 - 2. Cornell FingerLakes Credit Union deductions
 - 3. Dues for the Tompkins-Seneca-Tioga BOCES Employees' Association or Agency Fees as required by law.
 - 4. Premiums for disability insurance.

5. Other deductions as requested by the employee and approved by the Association and the Board of Cooperative Educational Services.
- B. Direct paycheck deposit will be made if requested by the employee.

Article 5 - Discipline/Dismissal Procedure

- A. Discipline or dismissal of any employee within the first twelve months of employment shall follow the rules as specified by Tompkins County and Civil Service Law.
- B. Discipline or Dismissal of Employees Who Have Completed the Probationary Period:
 1. The BOCES may discipline any employee covered by the Agreement after twelve (12) consecutive months of employment (labor, noncompetitive) or any employee having the benefit of Section 75 for just cause. Discipline for the purpose of this subsection will be defined as a reprimand, a fine, suspension without pay for unacceptable conduct (e.g., assault, theft, etc.), or dismissal. The parties to the Agreement fully understand and agree that the provisions of Section 75 of the New York Civil Service Law shall not apply to discipline actions initiated by the administration of the BOCES against any member of the negotiating unit having the benefit of Section 75.
 2. Prior to the commencement of any disciplinary action the District Superintendent, or his or her authorized designee, shall meet with the employee to review the allegations and action against the employee and the employee's position with respect to such allegation(s). The employee shall be advised of the nature of such meeting, in advance, and shall be given the opportunity to request the presence of an Association representative at the meeting.
 3. Following such meeting, if the District Superintendent, or his or her authorized designee, decides that such employee should be disciplined, he/she may initiate such action by the service of a notice of discipline in person, or in writing by certified mail, which shall include the specific reasons for which discipline is sought to be imposed, together with the proposed penalty. A copy of the notice of discipline shall be sent simultaneously to the Association President. Such notice shall further advise the employee that, within ten workdays of receipt of the notice, such employee may request Association intervention to file an appeal with the Public Employment Relations Board (PERB) challenging the proposed disciplinary action(s). The Association shall determine if the matter is to be appealed further. If not appealed, the proposed penalty shall be implemented on the 11th workday after the employee has received the notice of discipline.
 4. In the event of appeal, the parties will be bound by the rules of procedure of PERB in the selection of an arbitrator, whose decision shall be advisory only and shall not be binding upon the parties. The costs of the services for the arbitrator shall be borne equally by both parties.
 5. If the advisory decision of the arbitrator is acceptable to both parties, the matter shall be resolved in accordance

with such decision. If either party disagrees with the arbitrator's advisory decision, such party shall notify the other party within ten (10) days from the receipt of the arbitrator's decision. In the event of such disagreement by one of the parties, the aggrieved party may, with five (5) workdays from the receipt of such notice of disagreement, make a written request to the Board of Cooperative Educational Services. The written request shall be sent via certified mail to the President of the Board. If requested, the aggrieved party shall be granted a hearing before the Board. Such hearing shall be conducted in Executive Session within one month from the receipt of the written request for review. The Board shall render its decision in writing not later than fifteen (15) workdays after the hearing.

Article 6 - Hours of Work

- A. The workweek is thirty-two and one-half (32.50) hours. The workday shall fall between 7:45 A.M. and 3:30 P.M. The workday is six and one-half hours long, exclusive of lunch, which shall be at least thirty (30) minutes. The workday must include the hours that students are in session. The work year calendar for these employees shall be the same as the school year, plus 4 paid holidays.
- B. The workday shall include two 15-minute breaks, one during the morning and one during the afternoon.
- C. For computation of any hourly rates, 1228.5 hours of work per year will be used.
- D. Bargaining unit members shall follow the school calendar of the building in which they work. They also shall follow the workday schedule of the building in which they work (on the BOCES campus and in BOCES-owned locations elsewhere; this means a minimum of 6 hours and 30 minutes per day). For any staff member who works in 2 or more buildings during the day, the workday shall be 6 hours and 30 minutes.

Article 7 - Overtime Pay

- B. If an employee is required to work in excess of thirty-two and one-half (32.50) hours in any workweek, he/she shall receive either one and one-half times his/her hourly rate for such hours worked, or an equivalent amount of compensatory time off equal to time and one-half times the hours worked. The decision to use overtime or compensatory time is to be determined by the employee and his/her supervisor. An employee who is paid for Leave Days or other approved absences is considered to be present and to have that time included in the thirty-two and one-half (32.50) hour minimum.
- B. Any employee called back to work or required to report or work on a nonscheduled workday shall receive a minimum of four (4) hours pay or time and one-half pay for hours worked, whichever is greater.

Article 8 - Holidays

There are four (4) paid holidays during the year.

Article 9 - Snow and Emergency Days

When classes at the main campus of TST BOCES at 555 Warren Road and the TST Community School at Elmira Road are cancelled due to weather conditions, teacher aides and other 10 month staff will not be expected to work unless there is a pre-scheduled conference or workshop day which constitutes at least half a day, contingent on weather conditions that allow safe travel. Association members who work in component school district schools or at locations other than the TST BOCES main campus and TST Community School will follow the school closing, delay, or early dismissal of the school or location where they work.

In order for BOCES to maintain normal business operations, all clerical, maintenance, technical, and other 11 and 12 staff members will be expected to report to work on days when classes are cancelled due to weather conditions. Severe Weather Closing Leave Days will be available for each of these staff members to be used in the event that the staff members deems that the driving conditions in his/her area are not safe for travel on such days. He/she may be excused from work without being charged a leave day from his/her regular leave day allocation. For those staff members who do report to work, any unused Severe Weather Closing Leave Days will be added to their accumulated leave total at the end of the school year.

If Tompkins County or the county of residence where the staff member lives closes its roads due to weather conditions, staff members are not expected to report to work and will not be charged a leave day.

Article 10 - Leave Provisions

A. Paid Leave Days

1. Leave Days are available at the rate of 1.25 days for each month of employment. Employees must be paid for at least 50% of the scheduled workdays to earn leave time for each month.
 - Any employee who works during his/her summer recess shall have a Leave Day added to the total for the year for each 15 full days worked. Leave Days accumulated during previous years may be used during summer employment.
2. The accumulation of unused Leave Days is limited to a maximum of 250 days.
3. Leave Days are prorated for anyone appointed less than full time.
4. Leave Days may be used for the following reasons:
 - **Inability to work because of personal illness, injury, or quarantine** at home by order of a qualified physician;
 - **Family illness and/or death.** Family is defined as mother, father, brother, sister, grandparent, son, daughter, spouse, in-laws, grandchildren, nephews, nieces, aunts, or uncles. A relative or person who shares the staff member's residence at the time of illness or death is also included, after a timely and explanatory written notice to the District Superintendent.
 - **Personal business** that is **non-recreational** and cannot be conducted at a time other than during a workday.
 - **Adoption** leave not to exceed a maximum of 10 consecutive days.
 - **Paternity** leave not to exceed a maximum of 10 consecutive days.

- **Additional adoption or paternity leave** days may be taken for extenuating circumstances only upon written request to and written approval from the District Superintendent.
- **Religious Observance.** Leave Days for religious observance are deducted from Leave Day accumulations, and may not be claimed for payment at the end of the year or at time of retirement. They do not, however, jeopardize achieving the eligibility standards for either the end-of-year or retirement awards that are based on attendance (see Article 10.A.1 and Article 20.A.4).
- Leave Days are not to be used for vacation or for other employment.
- **Reason for Leave Day:** the employee must identify the category of Leave from the following:
 - Personal Illness/Injury;
 - Family Illness/Death;
 - Personal Business

5. No leave will be granted in advance of the 1.25 day per month accumulation rate for new or experienced employees.
6. Absence in excess of five (5) consecutive days may require medical, dental, or other evidence by a physician that such absence was necessary. Such evidence may be requested by the District Superintendent or designee, and will be evaluated by the District Superintendent.
7. After a total of 6 or more days of absence during the year, the Administration may, at its discretion, hold a formal conference to review the staff member's absences.
8. Absence for reasons other than illness or death in the family on the day(s) immediately preceding or the day(s) immediately after a holiday or vacation period require prior approval of the District Superintendent.
9. The immediate supervisor must be notified directly of the intent to use Leave Days.

B. Parental Leave

1. As defined in the Family and Medical Leave Act a staff member may be granted an unpaid parental leave of absence. The employee must submit a written request to the District Superintendent at least 45 days prior to the beginning of the leave.
2. The District Superintendent must be notified at least 60 days in advance of the expiration of the leave of the employee's intent to return to BOCES.
3. The leave shall not exceed one year.
4. The District Superintendent shall make the decision whether or not to recommend the leave to the Board of Cooperative Educational Services for approval.
5. While on leave, the employee shall have the option to remain an active participant in the health benefit programs of the BOCES by contributing the full cost of the premiums. The Family and Medical Leave Act requires the Board to contribute only the normal employer's share of health insurance premiums for the first 12 weeks (see Article 15.H.). The BOCES will pay its share of health insurance premiums only

during a month containing a leave of absence in which the employee works more than one-half of the workdays.

C. Leave of Absence (Unpaid)

1. After three years, an employee may be allowed a leave of absence without pay for a period of up to one year for personal reasons. A statement of the length of such leave shall be sent to the District Superintendent who shall recommend the granting of the leave to the Board of Cooperative Educational Services. While the employee is on an unpaid leave, (s)he may continue the Health and Dental insurance by paying the full premium. BOCES will pay its share of health insurance premiums only during a month containing a leave of absence in which the employee works more than one-half of the workdays.
2. Absence other than those specifically covered elsewhere may be granted without pay at the discretion of the District Superintendent.
3. If a 10-month employee takes a leave of absence during one school year, BOCES will pay its normal share of health insurance premiums for the months of July and August. If the leave includes any part of June and any part of the following September, the employee is responsible for the entire health insurance premium for July and August.
4. If the leave is for 6 months or more, the employee must notify BOCES of his/her intent to return at least 45 workdays before the end of the leave.

D. Abandonment of Position

Failure to report to work for 3 consecutive days and without notification of an immediate supervisor will be considered abandonment of position and may be cause for immediate dismissal at the discretion of the District Superintendent.

Article 11 - Vacancies

- A. Copies of all vacancy notices for job titles covered by this Agreement will be provided at the time of posting to the Association President.
- B. New job titles covered by the Employees' Association bargaining Agreement will be provided to the Association President for review prior to creating the job title.
- C. The Board of Cooperative Educational Services will post vacancy notices at least eight (8) workdays prior to the date of filling a vacancy. The vacancy notice will include job title, duties, minimum qualifications, and minimum starting salary. At least one copy of each vacancy notice will be posted in the following areas: Educational Services Building, Powell Building, Smith Building, Adult Education Campus Building, and Maintenance Building.
- D. Vacancy notices are required for the following:
 1. For any newly created position covered by the job titles found in Appendix A of this Agreement.
 2. For any new position which will, in the judgment of the District Superintendent or his/her designee, be covered by this Agreement in the future.
 3. For any part-time or hourly position which is less than half-time and which is to be increased to half-time or more.
 4. For any new job title that is being created as a result of job changes and/or upgrading a current employee's position. (**Special Note:** in this

case, the vacancy notice will include a statement that an internal candidate is being strongly considered for the position.)

- E. Vacancy notices are not required for the following:
 - 1. For any position that is reclassified as a result of a recommendation from the Tompkins County Personnel Office.
(**Special Note:** Any BOCES employee meeting Civil Service requirements may take an open competitive examination when it is offered for a reclassified position.)
 - 2. For any position that is decreased either in length of workday, length of work year, or both.

Article 12 - Decrease in Staff

- A. Competitive Classes of Civil Service:
Any decrease in staff will be done on the basis of seniority within the Civil Service Job Classification. Reference: Tompkins County Civil Service Rule XXV - Layoff of Competitive Class Employees.
- B. Non-Competitive or Labor Classes of Civil Service:
 - 1. Whenever noncompetitive or labor class positions are abolished, the salaried employees who are incumbent in these positions, and who have served in that position for at least a year and a day, shall be laid off in the inverse order of their seniority within the title so affected. For the purposes of this Agreement, all titles shall be consistent with Civil Service titles, except Teacher Aides who shall be considered in the following title categories:
 - Child Care
 - Construction Trades
 - Cosmetology
 - English as a Second Language (ESL)
 - Food Service
 - Special Education
 - World of Work

Seniority shall be the length of continuous service (that is, without break in service) since the date of permanent appointment as a regular salaried employee.

An authorized and unpaid leave of absence will not constitute a break in service, but the time of such leave of absence shall not count toward seniority.

- 2. Break in service - a resignation, dismissal or a voluntary change in status to a part-time employee shall constitute a break in service. A layoff followed by a reinstatement within one year will not constitute a break in service.
- 3. Recall - employees laid off as per part B.1. above shall retain the right to be recalled for a period of one (1) year from the date of layoff. The recall notice shall be sent via certified mail, return receipt requested, to the employee's last known address. A copy of the notice shall be sent to the Association President. Failure by an employee to accept an offered recall position within one week of offer shall void said employee's recall rights and shall be considered a break in service.

Article 13 - Jury Duty and Required Court Appearances

When it is necessary for an employee covered by this Agreement to serve on a jury, the employee shall be paid the difference between the fee(s) paid as a juror and the employee's regular salary for each day. Money received by an employee for mileage will not be considered for such computation. Absence for jury duty or when required to testify in a court of law will not be deductible from Leave Days. Required appearance for hearings or court appearances in which the employee is either the plaintiff or defendant require the use of Leave Day(s) or leave without pay.

In the event the employee(s) can reasonably return to work for one-half day (s) he will do so. For second and third shift employees, if jury duty ends before noon, the employee must report for a half day of his/her shift.

Article 14 - In-service Education Credits - Continuing Education

A. The Board encourages participation in continuing education programs and/or in-service education programs which will lead to the improvement of job-related skills for employees. Employees interested in salary credits for an in-service or continuing education course must have written approval for that salary credit. The course must be discussed in advance with the employee's supervisor and subsequently approved by the District Superintendent or his/her designee.

In-service education credits may only be earned outside of the usual workday for BOCES campus staff.

Application for this written approval must be confirmed prior to the beginning of an in-service education course, and no later than the second meeting of a continuing education course. If this application timetable is not met, the District Superintendent is under no obligation to consider the application further. The District Superintendent or his/her designee is obliged to render his/her decision on approval or disapproval within five working days of receipt of the application.

If approval for salary credit is to be denied, the employee has the right to a conference with the District Superintendent or his/her designee. A representative of the Association may be in attendance at that conference, as well as the employee's administrator.

One unit of salary credit will be granted for each 15 clock hours of approved in-service instruction, or for each official unit of credit for continuing education granted by an accredited college. A salary adjustment of \$150 will be made for every 3 units of approved credit, upon verification of successful completion of the approved course of study. Payment will be effective, prorated, as of the date of verification. The new rate of pay will appear in the next possible paycheck, retroactive to the date of verification.

Credit by examination will carry the face value of the credit or 9 units, whichever is less.

Submission of documentation for payment must be sent to the employees' Director and then to the Deputy Superintendent for approval within 6 months of obtaining the final unit of the 3 units of approved credit.

- B. With prior approval of a supervisor and the Deputy Superintendent, an employee may enroll in work related courses or training programs at BOCES at no cost to the employee. Inservice units of credit will not be extended to the employee if fees, stipends or salary for the time spent in the course have been paid by the employer.
- C. Early Friday Release Plan for Teacher Aides and other 10-month Staff: On-campus employees who agree to participate in a total of 16 hours of staff development activities beyond the regular workday may leave work at 2:30 P.M. (or whenever the last students in the employee's classroom leave, whichever is later).
In order to participate in the plan, the employee must notify his/her supervisor in writing no later than the last Friday in October. Early Friday releases begin the first Friday in October.
Participating employees agree to participate during the school year in 16 hours of staff development, with at least 8 hours being completed by January 31.
Staff development used for the Early Release Plan may not be applied to Educational Increments.

Article 15 - Health and Dental Insurance Benefits

- A. BOCES will provide health insurance coverage through the Blue Cross/Blue Shield Modified "Select Blue" Plan or its equivalent for all employees, and if so requested, for their dependents.
Contribution rates for health and dental insurance coverage for those hired prior to January 1, 1992 shall be as follows:

	BOCES	EMPLOYEE
Individual Plan	90%	10%
Family Plan	75%	25%

For employees hired on or after January 1, 1992, the following rates apply:

Individual Plan	75%	25%
Family Plan	75%	25%

Deductions for health premiums will be taken from the first 20 pay periods of the work year.

- B. Employees who work half time or more are eligible for health and dental insurance coverage at the same rate as full-time employees. They shall also have identical benefits to full-time members at the time of retirement.
- C. There is a 15% co-pay drug prescription rider (co-pay for generic drugs is \$0).
- D. The deductible levels for major medical expenses are \$100 for single coverage, \$300 for a family of 3 persons or more, and \$200 for a family of two.
- E. Dental insurance will be available for bargaining unit members at the same rates of contribution as for health insurance. The plan will be at least equivalent to the BS Basic Dental Coverage, Schedule "A", including the student rider.

- F. The BOCES agrees to maintain at least the same level of group health and/or dental insurance schedule of benefits specified above for the life of this agreement, including the right to adopt an alternative equivalent health insurance plan after appropriate notification of and discussion with the Association. BOCES may add a managed care plan (HMO) as an option.
- G. The employee is responsible for the full cost of health/dental/ prescription premiums during any month in which the employee is on unpaid leave (whether or not it is formally approved) for half or more of the workdays.
- H. Up to 12 weeks of coverage for health insurance (at the Board's regular rate of contribution) will be provided as required under the Family and Medical Leave Act of 1993.
- I. At the end of employment, health, dental, and prescription insurance coverage will continue through the end of the month of resignation, retirement, or termination. However, 10-month employees who work through the end of the school year will have coverage continued through July and August.

Article 16 - Use of District Facilities

- A. The Association and/or its Executive Committee subject to availability of space are allowed the use of any room or building belonging to the Board of Education, without cost, upon application for such use in accordance with the policies of the Board of Cooperative Educational Services.
- B. Campus bulletin boards are available for Association use. The Association has the right to post notices and communications on campus bulletin boards.
- C. The Association has the right to use the interschool mail for distribution of Association notices and related mail.
- D. Copies of this Agreement will be printed by the Board of Cooperative Educational Services and a copy will be given to each current and new employee. The Association will be provided with 25 additional copies.
- E. With appropriate approval and outside regular work hours the Association may use, for Association business, word processing and duplicating equipment, and other office machines. The Association will defray the costs involved, including the costs of xeroxing.

Article 17 - Disability Insurance Plan

A short-term disability plan is in effect as of July 1, 2001 with the following conditions:

- The plan is a 26-week short-term disability insurance plan;
- Participation is required for all employees;
- The plan provides two-thirds of salary to a maximum of \$750;
- The rate per person will be variable depending upon individual salaries;
- BOCES and the employee each contribute 50% of the premium;
- The employee is not required to use Leave Time before accessing disability insurance;
- Employee contribution to the premium will be deducted during the first 20 pay periods of the year;
- If an employee is collecting disability, BOCES will continue its contribution to health insurance and disability insurance and the employee must continue to pay his/her share of both premiums;

- There are no accruals of leave days or vacation days while collecting disability.

Article 18 - Workers' Compensation

Leave taken by an employee as a result of an on-the-job injury will be reinstated to the employee's accumulated Leave Days on a prorated scale to the extent to which the BOCES is reimbursed by the compensation carrier for wages during the employee's absence from work. This is computed by dividing the daily wage of the employee into the total reimbursement from the compensation carrier, with the quotient equal to the number of days to be reinstated. Fractions less than one-half day will not be credited. Fractions more than one-half day will be credited as a full day. In the event that an employee receives a disability award, that monetary award shall accrue solely to the injured employee.

The BOCES share of health/dental/prescription/disability premium(s) will be paid during the time that an employee is absent due to an on-the-job injury verified by a physician. The employee must continue to pay his/her share. BOCES is not responsible for any premium payment beyond 1 year after the initial injury.

Any employee who is absent due to a work related illness or injury will continue to accumulate Leave Days and Vacation Days.

Article 19 - Personnel Files

The BOCES will maintain a personnel file for each employee covered by this Agreement. This file will be located in the BOCES central offices and will be maintained in the following manner:

- Each employee's personnel file will be available for his/her perusal by appointment. It is the BOCES' prerogative to have a representative present during the viewing of the file. The review will be conducted in the presence of an appropriate BOCES official or designee after legally confidential material has been removed (such as letters of recommendation).
- Employees have the right to copy the contents of his/her file. Up to 10 pages will be at no cost. Any copies over 10 pages will cost the employee \$.25 per page.
- An employee has the right to answer in writing any complaint or derogatory material in his/her file. The written response shall be reviewed by the District Superintendent or his/her designee and attached to the complaint or derogatory material(s).
- Before any complaint or derogatory material is placed in an employee's file, the employee will sign his/her name on the document except for legally confidential materials. Such signature indicates that the employee has seen the document and does not necessarily indicate agreement with the content.

Article 20 - Grievance Procedures

A. Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the District Superintendent and the support staff is essential to the operation of the programs and services operated by the BOCES, it is the purpose of this procedure to secure, at the lowest possible administrative level, solutions to alleged grievances of employees in the unit represented by the Association through procedures under which they may

present grievances free from coercion, interference, restraint, discrimination, or reprisal and by which the District Superintendent and such aggrieved person(s) are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or the courts.

B. **Definitions**

1. **“Employee”** shall mean any person directly employed by the Board of Cooperative Educational Services, or any number of employees similarly affected by an alleged grievance.
2. **“Grievance”** shall mean any claimed violation, misinterpretation, or inequitable application of the existing Agreement.
3. **“Department”** shall mean any school, office, or department of the Board of Cooperative Educational Services.
4. **“Immediate Supervisor”** shall mean the following, based on the employee’s work assignment:
 - Business Office staff - Director of Administrative Services
 - Special Education Office Staff and Teacher Aides - Director of Exceptional Education
 - Career and Technical Education Office Staff and Teacher Aides - Director of Career and Technical Education
 - Maintenance Staff - Supervisor of Buildings and Grounds
 - Adult/Continuing Education Staff - Director of Adult/Continuing Education
 - Technology Services - Director of Technology Services.
5. **“Representation”** - the employee instituting a grievance shall have the right at all stages to proceed personally, or with representative of his choice.
6. **“Days”** shall mean all days other than Saturdays, Sundays, and legal holidays. Saturdays, Sundays, and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given.
7. **“Association”** shall mean the Tompkins-Seneca-Tioga BOCES Employees’ Association. The Association shall be recognized as the grievant in matters affecting system-wide or departmental policy. The grievance may be initiated at Stage Two for system-wide policy grievances only.

C. **Four-Stage Grievance Procedure**

Any or all time limits expressed in the following grievance procedure may be extended only by mutual agreement of the BOCES and Employees’ Association.

1. **First Stage**

- a. An employee who claims to have a grievance shall present his/her grievance to his/her immediate supervisor, in writing, within thirty (30) days after the grievance occurs, specifying the grievance and requesting a conference to discuss the grievance.
- b. The immediate supervisor shall discuss the grievance with the employee and shall make such investigation as (s)he deems appropriate.

- c. Within five (5) days after presentation of the grievance to the immediate supervisor, the immediate supervisor shall make his/her decision and communicate the same, in writing, to the employee presenting the grievance, the person whom the employee designates as his representative, the Association, and the District Superintendent.

2. **Second Stage**

If the grievance is not resolved satisfactorily by the immediate supervisor on the basis of the First Stage, the District Superintendent shall receive all records and reports relative to the grievance. The employee and/or his/her representative shall request, in writing, a hearing with the District Superintendent to review the determination made in the First Stage of this procedure. Said request must be submitted to the District Superintendent within five (5) days after receipt of the determination made in the First Stage of this procedure. The District Superintendent shall hold a hearing within five (5) days of the receipt of the request and shall notify the employee and Association President of this date. The District Superintendent shall submit to the employee and/or his/her representative his/her findings upon such review within five (5) days after the conclusion of said hearings. The employee has the right at the hearing to present orally or in writing a brief giving his/her views on the grievance.

3. **Third Stage**

If the grievance is not resolved at Stage Two satisfactorily, the employee or the Association may then appeal the District Superintendent's decision to the Board of Cooperative Educational Services or a subcommittee thereof established to handle grievances within five (5) days after the District Superintendent's decision. The Board of Cooperative Educational Services or a subcommittee thereof shall meet together with the employee and/or his/her representative to review the grievance. The employee and/or his/her representative shall appear at a hearing scheduled within ten (10) days after receipt of the appeal to present his case. A decision shall be rendered on the grievance by the Board of Cooperative Educational Services within ten (10) days after the hearing.

4. **Fourth Stage**

- a. In the event the aggrieved party is not satisfied with the decision at Stage Three, and if the Association determines further action is necessary, the Association may submit the grievance to arbitration. This shall be accomplished within ten (10) days of the receipt of the Stage Three decision and shall consist of filing a demand for arbitration with the Public Employment Relations Board (PERB) with a copy to the District Clerk.
- b. The parties will be bound by the rules and procedures of PERB in the selection of an arbitrator.
- c. The arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing. If oral hearings have been waived, then from the date the final statements and proofs are submitted to

him/her. The arbitrator's decision will be in writing and will set forth his findings of facts, reasonings, and conclusions in the issue.

- d. The decision of the arbitrator shall be final and binding upon all parties.
- e. The arbitrator shall have no power or authority to make any decision that requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- f. The costs of the services for the arbitrator will be borne equally by both parties.

Article 21 - Retirement or Resignation

A. The BOCES shall provide the New Career Retirement Plan for Tier I and II employees and the Coordinated Retirement Plan for Tier III and Tier IV employees, with option and 41-j (conversion of accumulated sick leave to additional service credit at time of retirement) for all eligible employees.

B. Retirement/Resignation Stipend

- 1. An individual must meet the normal pension requirements of the Employees' Retirement System (ERS), regardless of whether or not the employee is a member of ERS, and must have been employed by this BOCES at least 10 full years to be eligible for the retirement stipend. This is a cash stipend.
The amount will be:

	<u>Base</u>	+	<u>Accumulated Leave Day Conversion</u>
1st Year of Retirement Pension Eligibility*	\$2,000	+	\$20/day
2nd Year of Retirement Pension Eligibility	\$1,500	+	\$15/day
3rd Year of Retirement Pension Eligibility	\$1,000	+	\$10/day
4th Year of Retirement Pension Eligibility	\$ 500	+	\$ 5/day
5th Year or more of Retirement Pension Eligibility	\$ 250	+	\$ 4/day

* "Pension Eligibility" is defined as a pension without penalty for early retirement.

- 2. To be eligible for this stipend, the employee must submit written notice of intention to retire no less than 90 days from retirement. This notice must go to the District Superintendent. Payment of this award shall be in the same budget year (July 1 - June 30) as the actual year of retirement in a manner to be determined by the employee.
- 3. The stipend will be prorated for any part-time employment.
- 4. As an alternative to the Retirement Stipend in #1 above, for any employee who will not continue employment with this BOCES as a result of resignation, or retirement, or abolition, the following stipend is available for a staff member who meets all of the following criteria:

- has worked at least five (5) consecutive (excluding leaves of absence) full years with this BOCES, and
- is not being dismissed from employment for cause, and
- who has used less than 25% of his/her available Leave Days earned since September 1, 1998.

That staff member is eligible for a lump sum payment in the amount of 20% of his/her daily rate (in the year of departure) for all accumulated Leave Days. The stipend will be prorated for any part-time employment.

(Special Note: Leave Days for which compensation is received at the end of a year do not count toward the 25% above).

C. Retiree Health Insurance Eligibility

When a bargaining unit member retires from active employment with the BOCES (as opposed to resigning), health insurance will be provided in retirement years according to the following guidelines (retirement eligibility means reaching age 55 and having at least 10 years of employment with BOCES and/or an organization that has the same retirement system, OR reaching eligibility due to a state implemented retirement incentive):

Important note: in all of the following sections of Article 20, employment years are counted only if they are full time or the equivalent and are counted as such (example: 10 years of employment as a half-time employee counts as 5 years of employment for retiree health benefits).

1. An employee who has worked for the Tompkins-Seneca-Tioga BOCES for **1-9 years** will have health and dental insurance coverage provided for the same number of years that (s)he was employed by BOCES. The BOCES contribution for each year of retirement is limited to a “dollar cap” equal to the amount paid by the BOCES in the year of retirement. Dollar caps are established at the time of retirement for each category of coverage (health, prescription, dental). In no case will coverage for retirees exceed that for active employees. Years of service with BOCES may include time before and after a break in service.
2. An employee who has worked for the Tompkins-Seneca-Tioga BOCES for **10-19 years** will have unlimited years of coverage, with a “dollar cap” equal to the amount paid by the BOCES in the year of retirement. Dollar caps are established at the time of retirement for each category of coverage (health, prescription, dental). In no case will coverage for retirees exceed that for active employees. Years of service with BOCES may include time before and after a break in service.
3. An employee who has worked for the Tompkins-Seneca-Tioga BOCES for **20 or more years** will have health and dental insurance coverage provided for an unlimited number of years, with the same conditions of coverage and contribution as active employees. If an employee becomes disabled after working at least 15 years at this BOCES, the employee will be eligible for health insurance under the same conditions as a 20-year employee. Years of service with BOCES may include time before and after a break in service.
4. Retired employees are eligible for the number of years specified in 1, 2, or 3 above, and may start and stop coverage. However, coverage must be in minimum amounts of one year and may only start and stop on the

anniversary date of retirement. Retired employees may change coverage during their retirement years, but the employer contribution to the new coverage must follow the guidelines noted above.

5. If a bargaining unit member retires without health and/or dental benefit coverage, and finds it necessary to begin coverage, he or she may do so at a rate determined by 4 above.
6. Eligible retirees, or their surviving spouses, may continue in the health and dental insurance plans at full personal cost.
7. Individuals who retired prior to June 30, 1988 will continue to be covered as under past Agreements at the time of actual retirement.
8. Part B Medicare coverage for eligible retired employees at age 65 will be paid as follows: Staff who retire with 1-9 years of T-S-T BOCES service will receive an equal number of years' support of Part B Medicare premiums. Staff who retire with 10 or more years of service with this BOCES will receive unlimited years of support. Coverage for an employee's spouse will not be provided by the BOCES. Payment for Part B Medicare will be as follows:
For employees hired before July 1, 2005: BOCES will pay the first \$600. Any additional amount will be paid 65% by BOCES and 35% by the individual.

Any individual hired on or after July 1, 2005 will be responsible for 100% of the costs associated with Part B Medicare coverage.

Part B Medicare payments will begin only upon direct request of the retiree, and only after proof that coverage has been elected.

Article 22 - Salary

- A. For 2005-2006: All returning employees will receive a 3.95% increase that is to be based on salary or earnings, whichever is lower.
- B. For 2006-07: All returning employees will receive a 3.85% increase that is to be based on salary or earnings, whichever is lower.
- C. For 2007-08: All returning employees will receive a 3.85% increase that is to be based on salary or earnings, whichever is lower.
- D. Any employee who works a partial year will receive a prorated increase. Salaries shown in Appendix A reflect a 70% increase in the percentage increase negotiated for that year.
- E. Raises are effective July 1 of each year.
- F. Longevity increments:
Any returning employee hired prior to July 1, 2005, completing 5, 10, 15, 20, 25 or 30 years of full-time service with this BOCES will receive an additional percentage increase as follows:
 - 5 years - 6%
 - 10 years - 5%
 - 15 years - 4%
 - 20 years - 3%
 - 25 years - 2%
 - 30 years - 1%

Any bargaining unit member hired on or after July 1, 2005 will be paid longevity as follows:

- 5 years – 4%
- 10 years – 3%
- 15 years – 2%
- 20 years – 1%

The increment is based on salary or earnings, whichever is lower. For the purpose of this section, one year means 10 months, September through June. Accumulated service is prorated for persons working less than full time. All service must be unbroken.

For purposes of determining years of service for longevity, who begin work between July 1 and January 31 are considered to have begun employment on that July 1. Any employee beginning work between February 1 and June 30, inclusive, will be considered to have begun work on the following July 1.

- G. Base salaries and hourly rates for all job titles are shown in Appendix A.
- H. Any employee working 2nd or 3rd shift will receive a shift differential of 5% of the base salary (Appendix A) each year. The shift differential will be added to the annual salary. The shift differential will be non-accumulative and it will not be included in calculating a raise in pay for the next year. A part-time employee will receive a prorated shift differential based on the percentage of time worked.
- I. A change in salary as a result of a reclassification of a position will be effective on the date of the recommendation by the Tompkins County Personnel Office.
- J. Any employee changing from a lower to a higher salaried job title will have the difference between the base salaries for the two job titles (see Appendix A) added to his/her annual salary.
- K. Any employee changing his/her percent of time worked during the school year (and within the same job title) will retain the same hourly rate.
- L. Teacher Aides will receive the difference between the base rate of a teacher aide and the current substitute teacher rate or the current substitute LPN rate or \$30 per day, whichever is greater, when they substitute for a teacher or a LPN.
- M. Teacher Aides will be paid 1/185 of their current year's salary for each day of summer school employment.
- N. The hourly rate for required or approved workshop participation and staff development activities outside the regular work schedule will be at the employee's hourly rate to a maximum of \$17.00 per hour. Examples of this would be the first day of school or Superintendent's Conference Days.
- O. For any Superintendent's Conference Days on which employees do not report to work, and that are traded for non-school time participation in staff development activities, any additional hours beyond the 6.5 hour workday shall be compensated at the employee's normal hourly rate.
- P. Employees who transport students will receive \$2.75 above their regular rate of pay for each hour of actual driving time. The rate is \$3.50 for a full-sized bus. A minimum of one hour is guaranteed.
Time sheets must be submitted to the Supervisor in order to receive payment.
- Q. Employees who accompany students on overnight field trips will

be paid time and one half for 8 hours each day. BOCES will pay the cost of meals and lodging while on such trips.

- R. Employees who act as advisor to student clubs and organizations (VICA, DECA, etc.) will be paid a stipend of \$500.
- S. When a part-time employee is required to work additional hours in their appointed job title, they will get their regular hourly rate of pay.

Article 23 - Prohibition Against Discrimination or Reprisals

- A. No BOCES personnel shall discriminate against any employee on the basis of age, race, creed, color, national origin, sex, marital status, veteran status, disability, political affiliation, sexual orientation, or membership in, or association with the Tompkins-Seneca-Tioga BOCES Employees' Association.
- B. There will be no reprisals of any kind taken against any employee by reason of his/her membership in the Association or due to participation in any of its activities.

Article 24 - Attendance at Organization Meetings

Within 24 hours prior written notification to immediate Supervisors, Association Officers, Committee members, and other designated representatives will be granted paid leave time for the purpose of carrying out Association business. The total number of days shall not exceed 6 in any fiscal year.

Article 25 - Management Rights

The BOCES retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its businesses or in supplying its services; to determine the numbers and duties of employees; to contract for services as the BOCES deems necessary; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend and discharge employees, to hire, layoff, assign, transfer, promote and determine the qualifications of employees; to allocate or reallocate new or existing positions; subject to such regulations governing the exercise of these rights as are expressly provided by law, and further subject to the provisions of this Agreement. The BOCES reserves the right to reduce the work force at any time as conditions demand.

Article 26 - Flexible Spending Account

An employee may set up his/her own Flexible Spending Account consistent with the rules of the Internal Revenue Service which allow non-reimbursed medical/dental/dependent care expenses to be paid with pretax earnings.

Article 27 - Duration of Agreement

- A. This agreement shall be in effect from July 1, 2005 through June 30, 2008.
- B. Negotiations

In the event either party wishes to amend this Agreement, notice may be given by February 1st of the year in which the Agreement terminates. Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.

Article 28 - This Agreement constitutes the full and complete commitments between the parties and may only be modified in a signed and dated memorandum executed by an authorized representative of the District and the Association.

Ellen O'Donnell
Ellen O'Donnell, District Superintendent
Tompkins-Seneca-Tioga BOCES

Tom R. Whittle
Tom Whittle, President, Tompkins-Seneca-Tioga BOCES Employees' Association

June 13, 05
DATE

06/10/05
DATE

Members of the Negotiating Team:

For the BOCES

Ellen O'Donnell
Douglas Chappell
Richard Weiss

For the Association

Tom Whittle
Paul Slack
Tina Leaver
Nancy Ives
Jill Ferguson

APPENDIX A

2005-06

TITLE	Base Salary	Hourly Base
Bus Driver	\$11,056	\$9.00
Library Assistant	\$15,594	\$12.69
Licensed Practical Nurse	\$14,622	\$11.90
Signer	\$11,319	\$9.21
Signer, Advanced	\$13,041	\$10.62
Special Education Monitor	\$15,427	\$12.56
Teacher Aide	\$11,056	\$9.00
Teacher Aide / Bus Driver	\$11,056	\$9.00
Vocational Assessment Technician	\$14,489	\$11.79

2006-07

TITLE	Base Salary	Hourly Base
Bus Driver	\$11,354	\$9.24
Library Assistant	\$16,041	\$13.04
Licensed Practical Nurse	\$15,016	\$12.22
Signer	\$11,624	\$9.46
Signer, Advanced	\$13,392	\$10.90
Special Education Monitor	\$15,842	\$12.90
Teacher Aide	\$11,056	\$9.00
Teacher Aide / Bus Driver	\$11,354	\$9.24
Vocational Assessment Technician	\$14,879	\$12.11

2007-08

TITLE	Base Salary	Hourly Base
Bus Driver	\$11,660	\$9.49
Library Assistant	\$16,445	\$13.39
Licensed Practical Nurse	\$15,421	\$12.55
Signer	\$11,937	\$9.72
Signer, Advanced	\$13,753	\$11.20
Special Education Monitor	\$16,269	\$13.24
Teacher Aide	\$11,660	\$9.49
Teacher Aide / Bus Driver	\$11,660	\$9.49
Vocational Assessment Technician	\$15,280	\$12.44