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BC
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Franklin-Essex-Hamilton Boces And
Csea (Non-Instructional Unit)

Agreement

Between

**The Civil Service Employees Association, Inc.
Local 1000 AFSCME, AFL-CIO**

and

**The Chief Executive Officer
of the
Board of Cooperative Educational Services
Sole Supervisory District
Franklin, Essex and Hamilton Counties**

July 1, 2003 - June 30, 2006

RECEIVED

DEC 04 2003

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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Compliance Statement

The Board of Cooperative Educational Services of Franklin-Essex-Hamilton Counties offers employment and educational opportunities without regard to race, creed, color, national origin, age, marital status, disability or gender.

Inquiries or complaints alleging discrimination based on race, creed, color, national origin, age, marital status, disability or gender should be directed to the BOCES Compliance Officer, Box 28, Malone, NY 12953, Telephone (518) 483-6420 in Malone OR (518) 891-1330 in Saranac Lake.

ARTICLE I - PREAMBLE

- A. Pursuant to Article 14 of the State Civil Service Law, the Board of Cooperative Educational Services of the Sole Supervisory District of Franklin, Essex, and Hamilton Counties (hereinafter referred to as the "Board") and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO (hereinafter referred to as the "Association") hereby adopts the following agreement.

ARTICLE II - RECOGNITION

- A. The Board of Cooperative Educational Services of the Sole Supervisory District of Franklin, Essex and Hamilton Counties employer recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, pursuant to the terms of the recognition granted on February 15, 1979 and amended on May 16, 1985, as the exclusive representative for collective negotiations with respect to salaries, wages, hours and all other terms and conditions of employment for the employees in the bargaining unit as defined in Article XXIII.
- B. The employer agrees that the union shall be the sole and exclusive representative for all employees of the employer as set forth in Article XXIII, and shall have reasonable access to such employees.
- C. In the event new title(s) are created by the employer during the term of this agreement, which arguably are bargaining unit positions, the Association shall be informed in writing within fifteen (15) work days after the establishment of such new title(s).

- D. On the effective date of this Agreement, the employer shall supply to the Unit, a list of all employees in the bargaining unit showing the employee's full name, home address, job title, work location, membership status, and first date of employment. Such information shall hereafter be provided to the Unit semiannually.
- E. The employer shall supply to the Unit on a monthly basis, the name and work location and date or hire of all new employees. In addition, the employer shall supply a listing of employees showing the work location, who terminate their employment.
- F. The Association shall submit to the Board by October 1st of each year a notarized list of active members of the Association. This recognition shall continue in effect so long as the Association's active membership contains more than fifty (50) percent of the total employees in the negotiating unit.

ARTICLE III - MANAGEMENT RIGHTS

- A. The Board and Superintendent of Schools retain and reserve unto themselves all powers, authority, rights, functions, duties, and responsibilities conferred upon and invested in them by the laws and Constitution of the State of New York and of the United States of America and such other rules and regulations promulgated by the Commissioner of Education. Except where those rights are clearly, expressly, and specifically limited in the Agreement, the Board and Superintendent of Schools retain, solely and exclusively, the unqualified and unrestricted right to determine and make decisions on all terms and conditions of employment and the manner in which the operations of the district will be conducted.

The rights, functions, duties, and responsibilities which are solely and exclusively the province of the Board and Superintendent of Schools include, but are not limited to: (1) full and exclusive management of the District, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition assignment, direction and determination of the size and type of its working force; (2) the right to determine the work to be done and standards to be met by the employees covered by this agreement; (3) the right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees; (4) the right to hire, establish, eliminate, or change classifications, assign, transfer, promote, demote, release and layoff employees; (5) the right to suspend, discipline, and discharge employees for cause and otherwise to maintain an orderly, effective, and efficient operation.

ARTICLE IV - STRIKE PROHIBITION

- A. The Association, its officers, agents and members agree that for the duration of this Agreement, there shall be no strikes, sitdowns, slowdowns, stoppages of work, nor any acts of any similar nature which would interfere with the regular instructional program and extra-curricular activities of the schools within the District or picketing of any kind or form, however peaceful, and that it will not otherwise permit, countenance, or suffer the existence or continuance of any kind of these acts.

ARTICLE V - DUES DEDUCTION

- A. The Employer shall deduct from the wages of the employees and remit to the Association regular membership dues for those employees signed authorization permitting such payroll deductions. Payroll deduction of dues shall be remitted to the Civil Service Employees

Association, Inc., PO Drawer 7125, Capitol Station, Albany, NY, 12224 on a payroll period basis.

B. Agency Fee

1. All employees hired before June 13, 1985, will not be subject to an agency fee deduction.
2. All employees hired after June 13, 1985, will be subject to agency fee deduction.
3. The District shall deduct from the wage or salary of employees hired after June 13, 1985, in the bargaining unit who are not members of the Association the amount equivalent to the total dues levied by the Association and shall transmit the sum so deducted to the C.S.E.A., Inc. in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Association affirms that it will adopt such procedure for refund of agency fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of the State of New York.

The Agency shop fee deduction shall be made following the same procedures as applicable for dues check-off except as otherwise mandated by law.

- C. Separate deductions will be made for membership dues, agency shop fees, Group Life, Accident and Sickness and Supplemental Life insurances and will be reflected separately on the employee's paycheck stub. An alphabetical listing of deductions should be sent to CSEA each pay period reflecting the employee's name social security number and dollar amount deducted for dues, agency shop and for each insurance program. Separate checks covering the payroll deductions are to be submitted with the deduction information and made payable as follows:

A = Membership Dues/payable to CSEA, Inc.

Agency Shop Fees/payable to CSEA, Inc.

B = Group Life/Insurance/payable to Jardine Emmett & Chandler, Inc.

C = Accident & Sickness Insurance/payable to Jardine Emmett & Chandler, Inc.

D = Supplemental Life Insurance/payable to Jardine Emmett & Chandler, Inc.

ARTICLE VI - PRINCIPLES

- A. Right to Join or Not Join: It is further recognized that all employees as set forth in Article XXIII have the right to join, or not to join the Association, but membership shall not be a pre-requisite for employment or continuation of employment of any employee.

ARTICLE VII - PROCEDURES FOR CONDUCTING NEGOTIATIONS

- A. Negotiating Teams: The Board's designated representative(s) and the representatives designated by the Association will meet for the purpose of discussion and reaching a mutually satisfactory agreement.
- B. Negotiating Procedures: Designated representative(s) of the Board shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals, in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters.
- C. Exchange of Information: Both parties furnish each other, upon reasonable request, all available public information pertinent to the issue(s) under consideration during actual negotiating sessions.

- D. Consultants: The parties may call upon consultants to assist in preparing for negotiations and to advise them during conference sessions. The expense, if any, of such consultants shall be borne by the party requesting them.
- E. Committee Reports: The parties agree that, during the period of negotiations and prior to reaching an agreement, the proceedings of the negotiations shall not be released to the public or the news media unless such an issuance has the prior approval of both parties.
- F. Reaching Agreement: When agreement is reached covering the areas under negotiation, a proposed agreement shall be reduced to writing and submitted to the Association and the Board for ratification. Following ratification by the Association and the Board, the Board will take such actions upon the recommendation(s) as are necessary to make them official.
- G. Resolving Differences: Either party may request the Public Employment Relations Board to assist the employer and employees in the resolution of their differences in accordance with provisions of Section 209, Article 14, of the Civil Service Law.

ARTICLE VIII - GRIEVANCE PROCEDURE

- A. Purpose: The Grievance Procedure is designed to keep to a minimum, the personal and interpersonal conflicts which occur within the normal operations of the school system.
- B. Grievance: A grievance is a complaint by an employee of an alleged violation of any of the terms and conditions of this agreement; however, matters of discipline and discharge are not subject to the grievance procedure.

C. Time Limits: All time limits herein shall consist of calendar days with Sundays, Saturdays, and legal holidays excepted. Time limits may be extended only with the written consent of the grievant and the Administration. A grievance will be deemed waived if time limits are not followed. If an employee does not file a grievance within thirty (30) days after the employee knows or should have known of the act or condition on which a grievance is based, then the grievance will be waived.

D. Informal Procedure: Before an employee files a grievance, he will attempt to resolve the problem with his immediate supervisor at an informal conference.

E. Formal Procedure:

1. Step I.

- (a) If the grievance is not resolved informally, the grievant may present the grievance in writing to his immediate supervisor within five (5) days. The written statement shall include the alleged contract violation, background information, and the remedy sought.
- (b) The supervisor shall hold a hearing within five (5) days after the receipt of the written grievance.
- (c) Within five (5) days after the hearing, the supervisor shall render a decision in writing to the grievant.

2. Step II.

If the grievant is not satisfied with the decision at Step I, the grievant will present the grievance in writing to the Superintendent within five (5) days from the decision at Step I. The Superintendent will call a meeting of the parties involved within five (5) days. At this meeting, he shall review the grievance and the prior decision. He

shall receive any evidence, either written or oral, which the parties wish to present. The Superintendent shall render a decision in writing within five (5) days of the hearing.

3. Step III.

If the grievance is not resolved satisfactorily at Step II, the grievant will notify the Superintendent of Schools within five (5) days of the decision at Step II. Within thirty (30) days, the Superintendent will arrange a meeting between the Board of Education and the grievant. Each party shall have the right to include in its representation appropriate witnesses and needed counselors to develop facts pertinent to the grievance. Upon the conclusion of the hearing, the Board of Education will render a written decision within ten (10) days. The hearing will be conducted in executive session.

4. Step IV.

In the event the grievance is not resolved at the conclusion of Step 3, the Association may request in writing, with a copy to the Superintendent, the appointment of an arbitrator from the Public Employment Relations Board within fifteen (15) days after receipt of the decision rendered at the conclusion of Step 3. It is understood by the parties that the cost of such arbitration shall be borne equally by the parties and the findings, conclusions and recommendations of the recommendations of the arbitrator for resolution of the grievance shall be binding on all parties to the proceeding. It is, also, agreed by the parties that an arbitrator shall not have jurisdiction over any matter involving discipline or discharge of an employee. Disputes involving such matters shall be resolved pursuant to the provisions of Article IX.

ARTICLE IX - DISCIPLINE AND DISCHARGE

- A. Discipline and discharge of employees covered by Educational Law Sections 3012, 3020-A, and 3031 shall be pursuant to said Sections. Discipline and discharge of persons entitled to Civil Service Law, Section 75 provisions will be covered by said Section. All other employees with three (3) or more years of service will be given in matters of discipline or discharge rights equivalent to Section 75.

ARTICLE X - TEMPORARY LEAVES OF ABSENCE

A. Sick Leave

1. Full-time twelve (12) month employees will be entitled to fifteen (15) days of sick leave per year.
2. Full-time ten (10) month employees will be entitled to thirteen (13) days of sick leave per year.
3. Sick leave for part-time employees shall be prorated in accordance with their percentage of employment.
4. Unused sick days may accumulate to:
 - (a) 200 days for full-time twelve (12) month employees.
 - (b) 180 days for full-time ten (10) month employees.
 - (c) 120 days for part-time employees.
5. The Chief Executive Officer reserves the right to require a doctor's certificate of inability to fulfill duties in cases where he has evidence that this provision is being abused.
6. An employee is entitled to use up to five (5) days per year of his/her sick leave for family illness. For purposes of this section, family shall mean father, mother, son, daughter, brother, sister, husband, wife, mother-in-law, father-in-law, and

grandchild, or person permanently living in the home of the unit member other than roomer, boarder or employee of the unit member.

B. Sick Leave Pool

A sick leave pool will be provided subject to the following conditions:

1. The number of days in the pool would be the equivalent of two (2) days per unit member. The District will provide one half (1/2) of the days in the sick leave pool.
2. All days would be contributed by unit members on a voluntary basis. Only members who contribute to the pool will be eligible for an award of days from the pool.
3. The total number of days available to any one member would be limited to fifteen (15) days in any one (1) fiscal year.
4. A committee of two (2) unit members and two (2) members appointed by the District will administer the sick leave pool. The decision to grant or deny the use of time from the pool will not be subject to the grievance procedure.
5. The employee must exhaust all leave credits before becoming eligible for sick pool leave. Leave credits are sick leave, personal leave, vacation time, etc., but not limited solely to these classifications.
6. An employee eligible for any other form of compensation such as insurance, etc., but not limited solely to this classification, will not be eligible for sick pool days.
7. In cases of long-term illness or disability, the following shall apply:

An employee who has a long-term illness or disability who has exhausted all days pursuant to subsections 3 and 5 above, and who is not entitled to any other form of compensation may apply to the sick leave pool committee for additional sick leave pool days. By unanimous vote, said committee may grant such leave pool days to the employee in blocks of 50 or fewer days at a time.

The employee shall not receive payment for the first 15 days after he has exhausted other leave credits and sick leave days pursuant to subsection 3 above. Payment for days granted under this subsection shall be at the rate of two-thirds (2/3) of the employee's daily pay. The decision to grant or deny the use of days pursuant to this subsection will not be subject to the grievance procedure.

C. Personal Leave

1. Each employee shall be allowed personal leave each school year without the loss of pay for the purpose of transacting or attending to personal or legal business which cannot be conducted after regular working hours. Personal leave cannot be used for vacation or recreational purposes.
 - (a) Full-time twelve (12) month employees will be entitled to four (4) days of personal leave per year.
 - (b) Full-time ten (10) month employees will be entitled to three (3) days of personal leave per year.
 - (c) Personal leave for part-time employees shall be prorated.
2. Except in cases of emergencies, the employee requesting the leave will give the appropriate administrator written notice of his/her intention to take this leave at least two (2) days in advance of the day he/she proposes to be absent. In order to take personal leave, an employee must state on a Personal Leave Request Form that the leave is for the purpose of transacting or attending to personal or legal business which cannot be conducted after regular working hours and is not for vacation or recreational purposes. The Request for Personal leave Form is to be filled out in triplicate and submitted for approval.

3. Personal leave will not be cumulative. Unused personal leave may accumulate as sick leave.
4. Personal leave days will not be allowed immediately prior to or following any holiday or extended vacation without the express written approval of the District Superintendent. His/her decision on such a request shall not be subject to the grievance procedure and shall not be precedential.
5. Any employee who may desire to use more personal leave than granted in this section may apply to the Superintendent at least one week in advance. The reason(s) for requesting such leave will be stated and any additional days granted will be without pay.

D. Bereavement Leave

1. Five (5) days of leave for death in the immediate family may be taken and such leave will not be deducted from accumulated sick leave.
2. The immediate family shall mean father, mother, son, daughter, brother, sister, husband, wife, mother-in-law, father-in-law, grandmother; grandfather, grandparents-in-law and grandchild, or person permanently living in the home of the unit member other than roomer, boarder or employee of the unit member.

E. Jury Duty

Time necessary for the performance of jury duty will be granted without the loss of pay if the employee returns to the Board the compensation received for jury duty exclusive of expense monies.

F. School Closings

1. Monitors will not be required to work if the school in which they work is closed because of inclement weather.
2. Twelve (12) month employees will be expected to report to work if school is closed because of an emergency. If an employee expects to be late in reporting to work, the employee will notify the program administrator. If the employee is unable to report for work (inclement weather) and notifies the program administrator, the employee will have one (1) day deducted from personal leave unless excused by the program administrator.

ARTICLE XI - VACATION

- A. All full-time salaried twelve (12) month employees shall receive the following paid vacation:
1. No paid vacation prior to the completion of one (1) full year of employment.
 2. One (1) week of paid vacation after the completion of one (1) full year of employment.
 3. Two (2) weeks of paid vacation after the completion of two (2) full years of employment.
 4. Three (3) weeks of paid vacation after the completion of eight (8) full years of employment.
 5. Four (4) weeks of paid vacation after the completion of fifteen (15) full years of employment.
- B. The scheduling of paid vacation shall be at the discretion of the executive officer or his designee. Vacations may be taken any time during the school year with the prior

permission of the executive officer or his designee. If two or more employees request the same vacation period, the executive officer or his designee shall grant vacation preference to the employee with the greatest seniority.

ARTICLE XII - HOLIDAYS

A. All full-time twelve (12) month employees will receive eleven (11) paid holidays.

1. The following holidays will be observed:

- | | |
|----------------------------|----------------------|
| (a) New Years Day | (f) Columbus Day |
| (b) Martin Luther King Day | (g) Veterans Day |
| (c) Memorial Day | (h) Thanksgiving Day |
| (d) July 4 | (i) Christmas Day |
| (e) Labor Day | |

2. The remaining holidays will be established in the holiday calendar adopted by the Board after consultation with Association representatives.

B. If a holiday falls on a Saturday or Sunday, another day will be provided in the holiday calendar adopted by the Board for non-instructional employees.

ARTICLE XIII - WORK SCHEDULES

A.	<u>Hrs/Day</u>	<u>Days/Wk</u>	<u>Days/Yr</u>	<u>Hrs/Yr</u>
Custodian	8	5	260	2080
Carpenter	8	5	260	2080
Cleaner	8	5	260	2080
Copy Clerk	8	5	260	2080
Secretary - Program and Bldg. Adm.	7	5	260	1820
Senior Account Clerk	7	5	260	1820
Copy Service Specialist	7	5	260	1820
Stenographer	7	5	260	1820
Account Clerk	7	5	260	1820
Clerk	7	5	260	1820
Typist	7	5	260	1820
Monitor	Same as teacher(s) to whom assigned, not to exceed 6 hours per day, exclusive of lunch			
Teaching Assistant	Same as teacher(s) to whom assigned			
Interpreter for the Deaf	Same as teacher(s) to whom assigned			
Auto Body Specialist	Same as teacher(s) to whom assigned			
Vocational Assessment Spec.	Same as teacher(s) to whom assigned			
Physical Therapist Assistant	Same as Physical Therapist(s) to whom assigned			
Registered Professional Nurse	Same as teacher(s) at base school			
Licensed Practical Nurse	Same as teacher(s) at base school			
Student Counseling Program Assistant	Same as teacher(s) at base school			
Occupational Therapist Assistant	Same as Occ. Therapist(s) to whom assigned			
Teacher Aide	Same as teacher(s) to whom assigned			

B. Other Positions

Ed. Comm. Delivery: Work schedule determined by the District.

Part-time Monitors: The length of the work day for part-time monitors will be determined by the District.

Part-time Clerical: The District may hire part-time clerical personnel as needed.

Compensation will be determined by the District.

Daily hours listed above are exclusive of lunchtime.

C. All employees who work six (6) or more consecutive hours per day shall have at least a thirty (30) minute unpaid duty-free lunch.

ARTICLE XIV - RETIREMENT

- A. The Board will contribute the full cost of the retirement plan described in Section 75-i of the New York State Retirement System and in accordance with pertinent laws, regulations, and requirements.
- B. The Board will permit employees who retire to utilize unused sick days for retirement purposes in accordance with the regulations of Sections 41 (j) and 341 (j) of the Retirement and Social Security Law.
- C. An employee who retires into the relevant retirement system and who opts not to take the benefits of B above, or who is not eligible for the benefits of B, will be paid for 100% of their accumulated sick leave at the following rates:

<u>Years of service in BOCES</u>	<u>Amount Per Day</u>
1-15 years	\$20
16+ years	\$30

In order to receive payment immediately after the effective date of retirement, the employee should notify the Chief Executive Officer by March 15. Failure to provide notice by March 15 may result in a one-year delay of payment.

ARTICLE XV - HEALTH INSURANCE

- A. The Board will contribute the full cost of the premium for the employee and his/her family (including retired employees) under the health insurance plan maintained by the district for all eligible employees.
- B. The Board agrees to continue the current health insurance plan. The Board may change the carrier of the health insurance plan if benefits remain equivalent or better.

- C. Employees hired after June 13, 1985, must work twenty-five (25) hours or more per week in order to be eligible for health insurance benefits. Employees hired prior to this date and who received health insurance benefits will be continued in the health insurance plan.

ARTICLE XVI - UNEMPLOYMENT INSURANCE

- A. Employees covered by this agreement shall be presumed to having a continuing contract with the district to resume work at the beginning of the ensuing year or term or immediately following vacation periods or holiday recesses unless otherwise notified. This clause shall in no way limit the District's right to abolish positions, to discipline employees, or to dismiss employees provided it complies with other terms of this agreement and applicable laws.

ARTICLE XVII - VACANCIES

- A. The executive officer or his designee will provide the President of the Association with a notice of all vacancies which occur within the unit.
- B. No permanent appointment will be made before ten (10) days after the date the notice is sent to the Union President; however, BOCES reserves the right to make temporary appointments at any time.
- C. Appointments for permanent vacancies shall take place as soon as practicable following the posted closing date. If an appointment cannot be made within thirty (30) days after the closing date, the matter will be reviewed with the Committee (Article XXIV).

- D. Within ten (10) days after a Board appointment filling a permanent vacancy, the Union President will be notified of who has been appointed. Such notice will include the name of the person appointed, his/her step, and salary.

ARTICLE XVIII - PERSONNEL FILES

- A. Upon request, an employee shall be permitted to examine their personnel file. Such file shall not be removed from the office. A district representative must be present during the period of review. The employee may have a representative present at the time of the review.
- B. Material related to an employee's work performance will be filed in accordance with the following:
1. The employee shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed. Such signature merely signifies that the employee has read the material to be filed but does not necessarily indicate agreement with its content.
 2. The employee shall have the right to answer any material filed. The employee's response shall be attached to the file copy.
- C. The following materials are exempt from this provision:
1. Any and all materials received by the employer in connection with the initial employment of the employee.
 2. Ordinary business records kept by the district such as but not limited to W-4 form, health insurance records, salary notices, etc.

- D. No material in the employee's personnel file will be forwarded to any outside agency without the permission of the employee or a court order.

ARTICLE XIX - ASSOCIATION DAYS

- A. The Association will be allowed a maximum of five (5) days per fiscal year to attend C.S.E.A. conferences and conventions.

ARTICLE XX - SAVINGS CLAUSE

- A. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent provided by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXI - TERMS AND CONDITIONS

- A. It is expressly understood and agreed by and between the parties hereto that this Agreement constitutes the entire Agreement between the parties.

- B. Any individual agreement or arrangement heretofore or hereafter executed with any member of the negotiating unit represented by the Association shall be subject to and consistent with the terms of this Agreement.

ARTICLE XXII - LEGISLATIVE ACTION

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

ARTICLE XXIII - SALARY

- A. Grade Classification by Job Title

<u>TITLE</u>	<u>GRADE</u>
School Monitor	1
Educational Communications Delivery	2
Cleaner	3
Clerk	4
Copy Clerk (Hourly rate)	4
Custodian	5
Carpenter	5
Typist	6
Account Clerk	6
Stenographer	7
Secretary - Program & Building Administrator	8
Senior Account Clerk	8
Copy Service Specialist	8
Teaching Assistant	9

- B. Salary - As per attached schedules.

ARTICLE XXIV - COMMITTEE

- A. A permanent Committee will be formed of two (2) District representatives and two (2) Association representatives who are current bargaining unit members, for the purpose of discussing matters brought to and agreed upon by the Committee. The discussion may be terminated at any time by either party. The Committee will meet at least annually on or before November 1 and thereafter as needed.

ARTICLE XXV - LAY-OFF AND RECALL

This Article applies to employees with three (3) or more years of service who are not covered by lay-off and recall provisions of the Education Law or Civil Service law.

- A. Such employees' seniority shall be by job title and shall begin with his/her last date of employment in the job title.
- B. So long as the remaining employees in the job title are qualified to perform the work, the least senior employees shall be laid off.
- C. Before any lay-off occurs, the District will notify the President of the Association.
- D. Recall shall be in reverse order of lay-off. A displaced employee shall remain on a recall list for three (3) years after each displacement. Refusal to accept an assignment in the same title and hours offered shall be cause for removal from a recall list.

ARTICLE XXVI - ON-THE-JOB INJURIES

- A. This article applies only to situations whereby a unit member alleges an on-the-job injury that has the result of the member missing seven (7) or fewer days of work. Should a member miss seven (7) or fewer days of work due to an alleged on-the-job injury, the member may submit the matter to the Sick Leave Pool Committee (Article X, B). Said Committee shall determine whether the missed work was the result of an on-the-job injury. If the Sick Leave Pool Committee determines that the member's missed work was the result of an on-the-job injury, the member will not be charged with sick leave for said missed days. The Committee's determination is not subject to the grievance procedure.

ARTICLE XXVII - DURATION OF AGREEMENT

- A. Upon ratification by the Board of Education and the Association, this Agreement will be effective from 09/22/03 to June 30, 2006. Salary will be paid retroactively to (date of signing) July 1, 2003 for employees on the payroll as of the date of ratification of this agreement.

The Civil Service
Employees Association, Inc.
Local 1000 AFSCME, AFL-CIO

Board of
Cooperative Educational Services
Franklin-Essex-Hamilton Counties

W.C. Hungerford

Donald J. DeLomb
Chief Executive Officer

Brian C. Paiz

Date 09/22/03

Date 09/22/03

HOURLY RATES 2003-04		GRADE						
STEP	2	3	4	5	6	7	8	
A	9.18	7.85	9.84	9.36	10.31	10.77	11.25	
B	9.28	7.94	9.95	9.46	10.42	10.88	11.38	
C	9.38	8.03	10.06	9.58	10.55	11.00	11.50	
D	9.49	8.11	10.17	9.68	10.66	11.13	11.64	
E	9.59	8.22	10.28	9.78	10.78	11.26	11.78	
F	9.67	8.31	10.32	9.86	10.85	11.32	11.86	
G	9.77	8.37	10.41	9.95	10.95	11.42	11.97	
H	9.85	8.49	10.50	10.04	11.13	11.53	12.06	
I	9.95	8.62	10.61	10.14	11.31	11.65	12.16	
J	10.14	8.79	10.81	10.34	11.57	11.88	12.42	
K	10.30	8.83	10.98	10.50	11.70	12.07	12.61	
L	10.55	8.96	11.14	10.70	11.87	12.24	12.80	
M	10.78	9.14	11.32	10.97	12.07	12.45	13.02	
N	11.10	9.33	11.47	11.24	12.24	12.68	13.38	
O	11.40	9.54	11.76	11.51	12.40	12.97	13.75	
P	11.69	9.60	11.78	11.73	12.53	13.14	13.89	

YEARLY SALARIES 2003-04		GRADE								
STEP	1	2	3	4	5	6	7	8	9	
A	8,836	17,896	16,325	17,902	19,474	18,765	19,608	20,471	16,629	
B	8,936	18,092	16,512	18,102	19,686	18,969	19,799	20,713	16,828	
C	9,100	18,295	16,706	18,309	19,922	19,194	20,026	20,939	17,008	
D	9,258	18,498	16,877	18,516	20,137	19,401	20,253	21,183	17,191	
E	9,300	18,701	17,092	18,703	20,352	19,626	20,499	21,447	17,388	
F	9,413	18,862	17,286	18,777	20,501	19,738	20,594	21,577	17,631	
G	9,533	19,043	17,414	18,946	20,694	19,926	20,783	21,784	17,863	
H	9,699	19,203	17,650	19,115	20,887	20,265	20,991	21,950	18,101	
I	9,850	19,404	17,930	19,302	21,082	20,585	21,199	22,136	18,417	
J	9,997	19,768	18,275	19,679	21,513	21,056	21,616	22,605	18,727	
K	10,121	20,091	18,360	19,981	21,835	21,300	21,975	22,944	18,959	
L	10,245	20,576	18,638	20,282	22,266	21,605	22,278	23,302	19,205	
M	10,436	21,020	19,002	20,602	22,826	21,963	22,657	23,697	19,617	
N	10,608	21,645	19,410	20,884	23,386	22,283	23,073	24,358	20,017	
O	10,864	22,229	19,838	21,412	23,949	22,564	23,603	25,018	20,404	
P	11,201	22,795	19,966	21,445	24,401	22,808	23,906	25,281	20,785	

Each employee above Step P on Grades 1-8 will receive an increase of 3.4%

Each employee above Step P on Grade 9 will receive an increase of 3.6%

Each employee with more than 16 years on additional schedules will receive an increase of 3.4%

Physical Therapist Assistant		Licensed Practical Nurse		Registered Professional Nurse	
Interpreter for the Deaf		Level I	\$19,338	Level I	\$23,340
Auto Body Specialist		Level II	\$19,546	Level II	\$24,199
Vocational Assessment Specialist		Level III	\$19,783	Level III	\$25,058
Occupational Therapist Assistant		Level IV	\$20,828		
Level I	\$24,602				
Level II	\$24,869				
Level III	\$25,153	Student Counseling Program Assistant			
Level IV	\$27,297	Level I	\$29,286		
		Level II	\$30,841	Level I = 0 - 1 Year	
		Level III	\$32,396	Level II = 2 - 4 Years	
Teacher Aide		Level IV	\$33,950	Level III = 5 - 8 Years	
Start	\$11,330			Level IV = 9 - 16 Years	
Year 2	\$11,453				
Year 3	\$11,909				

HOURLY RATES 2004-05		GRADE					
STEP	2	3	4	5	6	7	8
A	9.45	8.08	10.13	9.64	10.62	11.10	11.59
B	9.56	8.18	10.24	9.75	10.74	11.20	11.72
C	9.66	8.27	10.36	9.86	10.85	11.31	11.86
D	9.77	8.37	10.48	9.97	10.98	11.44	11.99
E	9.88	8.45	10.59	10.08	11.10	11.57	12.13
F	9.98	8.56	10.70	10.19	11.23	11.71	12.27
G	10.07	8.66	10.74	10.26	11.29	11.77	12.35
H	10.16	8.72	10.84	10.36	11.40	11.88	12.46
I	10.25	8.84	10.93	10.45	11.59	11.99	12.56
J	10.36	8.98	11.04	10.55	11.77	12.11	12.66
K	10.55	9.15	11.25	10.76	12.04	12.35	12.93
L	10.72	9.19	11.42	10.92	12.18	12.56	13.12
M	10.98	9.33	11.59	11.14	12.35	12.73	13.33
N	11.21	9.50	11.78	11.42	12.55	12.95	13.55
O	11.55	9.71	11.94	11.70	12.74	13.18	13.93
P	11.86	9.92	12.24	11.97	12.89	13.49	14.30

YEARLY SALARIES 2004-05		GRADE							
STEP	1	2	3	4	5	6	7	8	9
A	9,101	18,433	16,815	18,440	20,059	19,328	20,197	21,085	17,128
B	9,205	18,635	17,012	18,645	20,283	19,542	20,393	21,334	17,326
C	9,308	18,839	17,206	18,852	20,501	19,752	20,591	21,583	17,530
D	9,477	19,051	17,405	19,065	20,745	19,987	20,827	21,816	17,713
E	9,641	19,260	17,583	19,280	20,967	20,200	21,063	22,069	17,901
F	9,684	19,470	17,805	19,476	21,188	20,433	21,319	22,339	18,104
G	9,800	19,635	18,005	19,549	21,342	20,547	21,417	22,471	18,355
H	9,925	19,822	18,137	19,721	21,543	20,741	21,614	22,683	18,596
I	10,097	19,987	18,381	19,895	21,741	21,091	21,831	22,855	18,840
J	10,253	20,194	18,671	20,088	21,944	21,422	22,047	23,045	19,165
K	10,406	20,570	19,028	20,478	22,390	21,911	22,480	23,532	19,484
L	10,534	20,904	19,113	20,790	22,724	22,163	22,854	23,882	19,723
M	10,661	21,407	19,396	21,101	23,170	22,478	23,169	24,252	19,977
N	10,858	21,867	19,770	21,432	23,751	22,848	23,563	24,662	20,406
O	11,034	22,513	20,190	21,723	24,329	23,178	23,996	25,347	20,820
P	11,299	23,118	20,632	22,268	24,907	23,467	24,547	26,032	21,220

Each employee above Step P on Grades 1-8 will receive an increase of 3.45%
 Each employee above Step P on Grade 9 will receive an increase of 3.65%
 Each employee with more than 16 years on additional schedules will receive an increase of 3.45%

Physical Therapist Assistant		Licensed Practical Nurse		Registered Professional Nurse	
Interpreter for the Deaf		Level I	\$19,918	Level I	\$24,040
Auto Body Specialist		Level II	\$20,348	Level II	\$25,050
Vocational Assessment Specialist		Level III	\$20,585	Level III	\$26,061
Occupational Therapist Assistant		Level IV	\$21,630		
Level I	\$25,340				
Level II	\$25,892				
Level III	\$26,176	Student Counseling Program Assistant			
Level IV	\$28,320	Level I	\$29,287	Level I = 0 - 1 Year	
		Level II	\$31,277	Level II = 2 - 5 Years	
Teacher Aide		Level III	\$33,267	Level III = 6 - 9 Years	
Start	\$11,670	Level IV	\$35,258	Level IV = 10 - 16 Years	
Year 2	\$11,783				
Year 3	\$11,925				
Year 4	\$12,397				

HOURLY RATES 2005-06		GRADE						
STEP	2	3	4	5	6	7	8	
A	9.74	8.33	10.44	9.93	10.94	11.43	11.93	
B	9.84	8.42	10.55	10.05	11.06	11.54	12.07	
C	9.95	8.52	10.67	10.16	11.18	11.65	12.21	
D	10.06	8.62	10.78	10.27	11.30	11.77	12.35	
E	10.17	8.72	10.91	10.39	11.43	11.90	12.48	
F	10.28	8.80	11.03	10.50	11.56	12.04	12.63	
G	10.39	8.91	11.14	10.61	11.69	12.18	12.78	
H	10.48	9.01	11.18	10.68	11.75	12.24	12.85	
I	10.58	9.08	11.28	10.78	11.86	12.35	12.97	
J	10.67	9.20	11.37	10.88	12.06	12.47	13.07	
K	10.78	9.34	11.48	10.98	12.25	12.60	13.18	
L	10.98	9.52	11.71	11.20	12.53	12.85	13.46	
M	11.15	9.56	11.88	11.37	12.67	13.06	13.65	
N	11.42	9.70	12.06	11.59	12.85	13.24	13.87	
O	11.66	9.89	12.25	11.88	13.06	13.46	14.10	
P	12.01	10.09	12.41	12.16	13.24	13.71	14.49	

YEARLY SALARIES 2005-06		GRADE								
STEP	1	2	3	4	5	6	7	8	9	
A	9,375	18,986	17,319	18,993	20,660	19,908	20,802	21,717	17,642	
B	9,481	19,194	17,518	19,203	20,895	20,128	21,004	21,964	17,846	
C	9,588	19,404	17,722	19,415	21,126	20,349	21,208	22,222	18,049	
D	9,694	19,617	17,921	19,628	21,352	20,568	21,414	22,479	18,257	
E	9,870	19,838	18,128	19,849	21,604	20,811	21,660	22,719	18,445	
F	10,040	20,054	18,311	20,071	21,833	21,030	21,906	22,980	18,638	
G	10,083	20,270	18,540	20,273	22,061	21,271	22,172	23,259	18,848	
H	10,203	20,440	18,746	20,347	22,219	21,388	22,274	23,394	19,108	
I	10,332	20,632	18,882	20,524	22,426	21,587	22,479	23,614	19,355	
J	10,510	20,802	19,135	20,702	22,630	21,950	22,704	23,789	19,605	
K	10,672	21,016	19,436	20,902	22,839	22,292	22,929	23,986	19,941	
L	10,830	21,406	19,806	21,306	23,302	22,798	23,380	24,490	20,271	
M	10,961	21,751	19,890	21,628	23,646	23,058	23,769	24,852	20,518	
N	11,091	22,270	20,180	21,949	24,108	23,384	24,096	25,235	20,780	
O	11,294	22,744	20,564	22,291	24,708	23,766	24,506	25,655	21,224	
P	11,477	23,413	20,997	22,592	25,302	24,105	24,956	26,363	21,653	

Each employee above Step P on Grades 1-8 will receive an increase of 3.6%
 Each employee above Step P on Grade 9 will receive an increase of 3.8%
 Each employee with more than 16 years on additional schedules will receive an increase of 3.6%

Physical Therapist Assistant		Licensed Practical Nurse		Registered Professional Nurse	
Interpreter for the Deaf		Level I	\$20,516	Level I	\$24,761
Auto Body Specialist		Level II	\$20,782	Level II	\$25,002
Vocational Assessment Specialist		Level III	\$21,182	Level III	\$26,052
Occupational Therapist Assistant		Level IV	\$21,419	Level IV	\$27,104
Level I	\$26,100	Level V	\$22,464		
Level II	\$26,440				
Level III	\$26,956	Student Counseling Program Assistant			
Level IV	\$27,240	Level I	\$30,166	Level I = 0 - 1 Year	
Level V	\$29,384	Level II	\$32,316	Level II = 2 - 3 Years	
		Level III	\$34,466	Level III = 4 - 6 Years	
Teacher Aide		Level IV	\$36,617	Level IV = 7 - 11 Years	
Start	\$12,020			Level V = 12 - 16 Years	
Year 2	\$12,137				
Year 3	\$12,255				
Year 4	\$12,416				
Year 5	\$12,906				

MEMORANDUM OF UNDERSTANDING

Appendix D

This Memorandum of Understanding is between the employer representatives of the school districts which are members of the F-E-H Health Benefits Consortium and the local unions which are duly recognized as bargaining agents for the employees in the aforementioned member school districts, subject to ratification by the respective parties.

Districts

Franklin-Essex-Hamilton BOCES
Brushton-Moira Central
Chateaugay Central
Lake Placid Central
Malone Central

St. Regis Falls Central
Salmon River Central
Saranac Lake Central
Tupper Lake Central

Unions

Teachers:

F-E-H BOCES Teachers' Association
Brushton-Moira Teachers' Association
Chateaugay Chapter, NYSUT
Lake Placid Education Association, NYSUT
Malone Federation of Teachers
St. Regis Falls United Teachers Association
Salmon River Teachers Association
Saranac Lake Teachers' Association
Tupper Lake United Teachers

Non-Instructional:

F-E-H BOCES CSEA
Brushton-Moira Non-Teaching Association
Chateaugay Central CSEA
Lake Placid Central CSEA
Malone Central School Unit of CSEA
St. Regis Falls Non-Instructional Association
Salmon River Central Unit of CSEA
Saranac Lake Central CSEA
Tupper Lake Central CSEA

Administrators:

F-E-H BOCES Administrators' Association
Malone Central Administrators' Association
Salmon River Central Administrators & Supervisors Association
Saranac Lake Supervisory Unit

1. The parties shall establish a governance structure which provides joint and equal representation for employers and employees effective upon signing of the Memorandum of Understanding. Such joint board will be composed of nine (9) school district representatives and nine (9) bargaining unit representatives.

The parties are currently investigating the proper legal vehicle which must be established in order to effect the intended governance structure. Once that is determined, it is the intent of the parties to take any and all necessary actions to put this joint governance structure in place. Meanwhile, a joint board will be created as defined above. Any decisions made by this joint board will come before the current Board of Directors with the understanding that said decisions shall be approved.

2. Reserves and surpluses during the initial period commencing July 1, 1996 and further referenced in item 14 will be maintained as follows:

- A. Reserves - equal to 25% of Projected Annual Claims.
- B. Unencumbered Surplus - 7% of Projected Premiums.

The governing board of the consortium specified in item 1 above shall determine the allocation and use of funds in excess of reserves and/or unencumbered surplus amounts/percentages. It is agreed and understood that no new benefits will be added to the plan prior to July 1, 1999 except as mandated by law.

3. The Consortium will maintain annual premiums for the 1996-97, 1997-98 and 1998-99 school years as follows, (subject to per capita entitlement calculations; see item 12E).

Single Coverage	-	\$2,280.
Family Coverage	-	6,012.
Single Over 65	-	444.
Family Over 65	-	852.

These premiums cannot be changed during the aforementioned three-year period except under extraordinary circumstances to be determined by the joint governing board or as necessitated by per capita entitlement calculations.

However, in no instance will participating districts be liable for premium increases over and above the Bureau of Labor Statistics for Northeastern United States Medical CPI for the latest 12 month period available as of March 1 in any given year, except as necessitated by per capita entitlement calculations.

Memorandum of Understanding
Page 3

4. The drug co-pay amounts and major medical deductible amounts will be:

A. Drug Co-Pay (Preferred Choice Plan, effective January 1, 1997)

Amounts

\$3.00	- Generic
\$5.00*	- Brand name, if doctor indicates "dispense as written" (DAW)
\$0.00**	- Mail order

*1 If a generic equivalent does not exist, the generic co-pay will apply.

**2 At the employee's option, if doctor does not indicate DAW, then the brand name is available only upon the payment of the brand name co-pay and the difference between the cost of the brand name drug and the generic drug.

** All maintenance drugs must be obtained by mail order and must be the generic variety unless the prescribing doctor indicates DAW.

B. Major Medical Deductible (Effective January 1, 1997)

Amounts

\$150/\$450

5. The "triggering event" which would necessitate the governing board to act by March 1, 1999 effective on July 1, 1999 for the 1999-2000 school year and on March 1, for any school year thereafter would be a projected diminishment of reserves and surpluses below the agreed upon levels as specified in item 2 above determined by the Plan's Consultant and subject to independent verification should a majority vote of the governing body demand such, after a premium increase equivalent to the Bureau of Labor Statistics for Northeastern United States Medical CPI for the latest 12 month period available as of March 1 in any given year has been applied in any applicable plan year (school fiscal year).
6. All participating districts in the Franklin-Essex-Hamilton Health Insurance Consortium will establish a flexible spending plan pursuant to IRS Section 125 regulations which shall go into effect no later than January 1, 1997. Such plan shall be administered by a plan administrator initially agreed upon by the negotiating teams. Subsequent to adoption of such plan, the plan's operating procedures shall be determined by the governing board and any applicable IRS Regulation(s). This plan may be utilized for premium payments, dependent care, and unreimbursed medical expenses.
7. Parties ratifying this Memorandum of Understanding as outlined in item 15 hereby agree to simultaneously incorporate this Memorandum of Understanding into their respective Collective Bargaining Agreements.

8. Any "other" agreements entered into by the respective parties that are in conflict with the terms or intent of the agreement reached in this negotiation shall be amended to incorporate the terms and/or intent of said agreement as necessary and/or appropriate.
9. Any rights guaranteed to members and dependents, retirees and their dependents under the Consortium shall not be diminished or altered except as expressly stated in this Memorandum or later approved by the joint governing board.
10. Employee members of the governing board will be released from work to attend any meetings of the governing board or of its subcommittees. Meetings will be held quarterly during the school day except as otherwise agreed to by the governing board.
11. If a majority of the full governing board fails to agree on the meaning or interpretation of any of the terms of this Memorandum and/or the legal document(s) which are created to effect the joint governance structure, the issue shall be submitted to the American Arbitration Association for expedited adjudication of the dispute. The power of the arbitrator shall be limited to the resolution of the meaning and/or interpretation of specific language found in this Memorandum and/or the joint governance document(s) referenced above; and, the arbitrator shall have no power to add to, amend, or delete any of the terms of this Memorandum and/or the joint governance document(s). The decision of the arbitrator shall be final and binding on the parties to this Memorandum.
12. Dual Coverage
 - A. All existing contract language regarding dual coverage remains in effect through June 30, 1997. Effective with the signing of this memorandum, present employees may not change coverage without a change in marital status, gain/loss of dependents or other change in life circumstances affecting health insurance coverage.
 - B. Effective January 1, 1997, new hires and their spouses are restricted to one family coverage or, at their option, two individual coverages. Employee spouses choosing family coverage under this provision will both be named equally as covered employees. For actuarial purposes, claims will be aggregated according to the birthday rule and the total amount will be divided effective at the end of the school year if the spouses are employed in different school districts within the Consortium. The Consortium shall assure that claims for the employee(s), their spouses and dependents for any and all health insurance claims which would have been paid if each employee had opted for a family plan will be paid.

- C. Effective July 1, 1997, all employees and their spouses are restricted to one family coverage, or at their option, two individual coverages. Employee spouses choosing family coverage under this provision will both be named equally as covered employees. For actuarial purposes, claims will be aggregated according to the birthday rule and the total amount will be divided effective at the end of the school year if the spouses are employed in different school districts within the Consortium.

The Consortium shall assure that claims for the employee(s), their spouses and dependents for any and all health insurance claims which would have been paid if each employee had opted for a family plan will be paid.

- D. New premium rates will be computed effective July 1, 1997 based on the gain/loss of single and family coverage at a level necessary to generate a pool of money as if no change was made. Effective March 1, 1997 and on March 1st each year thereafter, a demographic comparison of the number of employees otherwise eligible for a second family coverage shall be performed. If the number of such employees has changed in comparison to the prior year, then the total pool of money may be increased or decreased accordingly as determined by the governing board. Any adjustment shall be reflected in the following year's premium rates. The freeze on rates for 97-98 and 98-99 does not apply to the redistribution of the total premium dollars. Effective July 1, 1997 and each year thereafter, the total pool of money shall be adjusted to reflect changes in per capita enrollment and all applicable premium increases.

It is agreed and understood that participating districts reserve the right to phase in the necessary premium adjustments over a two (2) year period as follows:

- Billed rates for 97-98 will reflect 50% of the impact of the new premiums.
- Billed rates for 98-99 will reflect 100% of the impact of the new premiums.

- E. The billed rates for 98-99 form the basis upon which the analysis of the plan performance and the projection for 1999-2000 will be made. That is, the maximum increase in district cost shall include any increases resulting from per capita enrollment increases and application of the Medical CPI as defined elsewhere, applied to the new higher rates.

13. Contracts with proposed third party administrators and plan consultants will be bid at the conclusion of the current contracts. The contract for prescription drug coverage will be bid immediately.

14. There shall be a moratorium on negotiations for employee health insurance contributions or health insurance benefits at the individual district tables commencing upon the ratification of this Memorandum and expiring July 1, 2002. This moratorium does not extend to any other insurance benefits, such as dental, optical, life, disability, etc.

15. This Memorandum of Understanding is subject to review prior to October 1, 1996 by legal representatives of both parties. In order to participate in this Memorandum of Understanding, parties must take appropriate action prior to November 1, 1996.

FOR THE UNIONS:

CSEA:

By: Charles Bird
Charles Bird

By: Mary W. Hanna
Mary Hanna

By: Betty J. Demers
Betty Demers

By: Ken Lushia
Ken Lushia

NYSUT:

By: Lynn Blais
Lynn Blais

By: Greg Littell
Greg Littell

By: Pamela B. Martin
Pamela Martin

By: Deborah A. Taylor
Deborah A. Taylor, for and on behalf of the
NYSUT Affiliated Unions

By: Richard R. Van Wormer
Richard R. Van Wormer, for and on behalf
of the NYSUT Affiliated Unions

FOR THE DISTRICTS:

By: Gerald Blair
Gerald Blair

By: Patrick Cannon
Patrick Cannon

By: David DeSantis
David DeSantis