

AGREEMENT

BETWEEN

**THE DISTRICT SUPERINTENDENT OF SCHOOLS
OF
BOARD OF COOPERATIVE EDUCATIONAL SERVICES
FOR THE
FIRST SUPERVISORY DISTRICT OF MONROE COUNTY**

AND

**MONROE #1 BOCES PROFESSIONAL SUPPORT
PERSONNEL ASSOCIATION/NYSUT**

EXPIRES JUNE 30, 2027

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**ARTICLE 1
RECOGNITION**

The Board of Education of the Board of Cooperative Educational Services for the First Supervisory District of Monroe County (“BOCES”) hereby recognizes the Monroe #1 BOCES Professional Support Personnel Association/NYSUT (“Association”) as the exclusive bargaining representative for employees in the following unit:

Included: All full-time and part-time employees in the following titles:

Accountant (Wincap Operations Manager)	Employee Benefits Technician
Assistant Payroll Supervisor	Head Bus Driver
Assistant Personnel Analyst	Health Aide (Public Nurse Health Aide/ ChildDevelopment Assistant/ Vision Aide)
Audiometric Technician	Help Desk Assistant
Audiovisual Assistant	Help Desk Intranet Coordinator
Audiovisual Attendant	Information Technology Project Manager
Benefits Specialist	Junior Accountant
Budget Analyst	Library Software Media Specialist
Bus Dispatcher	Long-Term Substitutes in unit titles for three (3) months or more
Bus Driver Trainer/Safety Coordinator	Management Assistant (Administrative Assistant)
Bus Operations Expeditor (Bus Expeditor)	Manager of ELearning
Clerk I	Microcomputer Maintenance Technician
Communications Aide	Multi-Media Repair Technician
Communications Assistant	Network Administrator
Community Liaison Specialist	Network and Systems Coordinator
Computer Applications Specialist	Network Technician
Computer Hardware Installer	Office Account Clerk
Computer Programmer	Office Clerk II (Clerk II or Clerk II w/Typing)
Computer Project Coordinator	Office Clerk III (Clerk III or Clerk III w/Typing)
Computer Services Liaison (Administrative Assistant)	Office Clerk IV (Clerk IV or Clerk IV w/Typing)
Computer Support Assistant	Payroll Clerk
Data Analyst	Payroll Supervisor
Data Control Clerk	Personnel Analyst
Data Liaison Specialist – Schools (Ed. Research & Data Analyst)	Personnel Clerk
Digital Media Technician	Pre-Vocational Training Manager
Distributed Processing Coordinator	Principal Account Clerk
Driver Messenger (Courier and Part-Time Courier)	Project Manager
Duplicating Machine Operator	Programmer Analyst

Purchasing Clerk
Purchasing Coordinator
Radio Station Manager
Records Management Analyst
Regional Certification Evaluator
Senior Audiometric Technician
Senior Computer Applications Specialist
Senior Control Clerk
Senior Digital Media Technician
Senior Network Technician

Senior Office Account Clerk
Senior Personnel Analyst
Senior System Programmer
Stock Handler (Shipping & Receiving Clerk)
Technical Specialist
Telephone Operator
User Support Instructor and Word Processing Operator

Also Included in the unit are full-time and part-time employees in these titles that BOCES is not currently utilizing.

Audiovisual Repair Apprentice
Audiovisual Repairer
Audiovisual Repairer Trainee
Computer Operator
Computerized Publishing Coordinator
Operations Manager
Distance Learning & Telecommunications Supervisor
Distributed Processing Tech. Trainee
Distributed Processing Technician
Evaluation Assistant
Graphic Artist

Information Specialist
Inventory Control Clerk
Library Automation Manager
Marketing Assistant
Neighborhood Representative
Research Assistant
Senior Computer Operator
Stock Control Clerk
Supervisor of Computer Hardware Repair

Excluded: All other employees.

Upon submission of a new job title within the PSP bargaining unit to the Civil Service Commission, the Director of Human Resources will notify the Association President(s). Any disagreement regarding whether a position should be included in the unit will be determined by PERB. The parties agree that should a deleted title be reinstated by the Monroe County Civil Service Commission or Monroe #1 BOCES, then said title shall be automatically included in the Recognition Clause of the unit.

**ARTICLE 2
ASSOCIATION RIGHTS**

Section 1. Dues Deduction

The Board agrees to deduct dues from the salary of unit members and to transmit such monies thus deducted promptly to the Association. The Association shall notify the BOCES payroll office, in writing, of the amount of dues to be deducted. The Association shall also certify the amount of dues to be deducted for each of the organizations involved for the current fiscal year.

Deductions will commence with the first paycheck in September and shall continue in equal installments coinciding with remaining pay periods in the fiscal year.

Employees new to the BOCES shall have said dues deducted from their salaries in equal installments coinciding with the remaining pay periods in the fiscal year upon notification to the payroll office of the amount to be deducted.

The Association and the individual employees covered by this Agreement hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. The Association agrees to indemnify BOCES from any loss incurred as a result of the deduction of monies from paychecks of members of the negotiating unit.

The BOCES agrees to present a copy of a letter written by the President of the Association to each new employee who is a member of the bargaining unit at the new employees' orientation meeting. The letter shall provide information regarding the Association and the dues deduction procedure.

Section 2. VOTE-COPE/Benefit Trust

The BOCES agrees to deduct from the pay of each unit member payments to the New York State United Teachers' Benefit Trust Fund and to VOTE/COPE, providing that there is on file with the BOCES a current written authorization executed by the unit member authorizing said deduction by the BOCES.

The Association hereby agrees to indemnify and hold harmless the BOCES from any and all claims, disputes or damages sustained as a result of making the deduction.

**ARTICLE 3
PROCEDURE AND PHILOSOPHY**

Section 1.

The Association and the District Superintendent agree to furnish each other upon request, all available factual information pertinent to matters to be proposed for negotiations in order to assist in developing intelligent, accurate and constructive proposals to assist the parties in resolving such matters.

Section 2.

The Association continues to be committed to the concept of cooperation with the BOCES Board and administration, as well as with the Boards of Education and the professionals in the ten (10) component districts. The parties are interested in helping to insure a successful school experience for all the participants in our program.

Section 3.

The Association and the District Superintendent of BOCES are also committed to the idea of encouraging and expediting more and better communication among staff members, between BOCES and the component districts, and between staff and the administration, and the Board of BOCES.

Section 4.

The results of discussions between the parties appear in this Agreement published mutually by the Association and the District Superintendent.

**ARTICLE 4
MANAGEMENT RIGHTS**

Section 1.

The BOCES retains the sole and exclusive right to manage its business and services and to direct the working force, including, but not limited to, 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, and machinery and all equipment which may be used in the operation of its business or in supplying its services, to determine the numbers and duties of employees; to maintain order and efficiency in all its departments and operations, including the right to discipline, suspend with or without pay and discharge employees; to hire, layoff, assign, transfer, promote and determine the qualifications of employees; to establish bussing procedures and requirements, and to make the rules and regulations pertaining to employees covered by this Agreement; to determine the starting and quitting time and the number of hours to be worked, subject only to such regulations governing the exercise of these rights as are expressly provided by law. The BOCES reserves the right to reduce the work force at any time as conditions demand.

Section 2.

It is the intention of the parties that all of the rights, powers, and authority that the BOCES had prior to the signing of this Agreement are retained by the BOCES and that with the exception of specific provisions of this Agreement the BOCES shall have unrestricted right to manage its affairs. This Agreement constitutes the full and complete commitments of the BOCES to the Association.

Section 3.

In the exercise of such rights above, the Management of the BOCES shall comply with the provisions of this Agreement.

ARTICLE 5 GRIEVANCE PROCEDURE

Section 1. Definitions

- 1.1 Grievant - shall mean any regular employee or group of employees whose position is included within the negotiating unit.

- 1.2 Representatives - shall mean the Association representative designated by the aggrieved employee as his/her counsel or to act in his/her behalf.
- 1.3 Grievance - shall mean a complaint by a unit member or group of unit members in the negotiating unit that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of this Agreement.
- 1.4 School Day - shall mean any day on which the central administrative offices of BOCES are open for business.
- 1.5 Immediate Supervisor - shall mean that non-bargaining unit person who has been designated as such and most routinely gives the employee assignments, oversees duties, and who would administratively initiate evaluations of an employee's performance.

Section 2. Basic Principles

- 2.1 It is the intent of these procedures to provide for the orderly settlements of differences in a fair and equitable manner. The settlement of the grievance at the earliest possible stage is encouraged.
- 2.2 A grievant shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal by either the employer or the employee organization.
- 2.3 A grievant shall have the right to be represented at any stage of the procedures by the Association.
- 2.4 Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
- 2.5 All hearings shall be confidential.
- 2.6 The number of days provided for the presentation and processing of grievances in each step of the grievance procedure establishes the maximum time limits and any grievance not presented within the time limits provided at each respective step of the grievance procedure shall be deemed withdrawn, provided however, the time limits set forth herein may be extended by mutual agreement between the

District Superintendent, or his/her representative, and the aggrieved employee and/or the President of the Unit or his/her designee.

- 2.7 Unit members shall not discuss or process grievances during work time unless they have requested and received permission to do so from their supervisor.
- 2.8 It shall be the responsibility of the chief administrator of BOCES to take steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him within the time specified in these procedures. Failure of an administrator to respond within the appropriate time limits shall move the grievance to the next stage.

Section 3. Procedures

3.1 Immediate Supervisor

Informal Stage 1 - The aggrieved party shall orally present his/her grievance to his/her immediate supervisor who shall orally and informally discuss the grievance with the aggrieved party. The immediate supervisor shall render his/her determination to the aggrieved party within five (5) school days after the grievance has been presented to him/her. A grievance must be submitted at this stage within thirty (30) calendar days of the date when the grievant knew or should have known of the event upon which the grievance is based. The grievance shall be deemed waived unless it has been submitted within the specified time limit. If such grievance is not satisfactorily resolved at this stage, the aggrieved party may proceed to the second stage.

3.2 District Superintendent of Schools

Stage 2 (a) Within seven (7) school days after a determination has been made at the preceding stage, the aggrieved party may make a request in writing to the District Superintendent of Schools for review and determination.

(b) The District Superintendent of Schools shall immediately notify the aggrieved party's immediate supervisor to inform him/her within five (5) school days setting forth the specific nature of the grievance, the

facts relating thereto, and the determination previously rendered.

(c) The decision of the District Superintendent of Schools shall be made within ten (10) school days of the receipt of the facts relating to the grievance. Submission of a grievance at this stage shall constitute the sole means for resolution. Election of an alternative course of action or remedy prior to the submission of a grievance at this stage shall be considered to be a waiver of the right of an employee to thereafter seek recourse by means of the grievance procedure.

3.3. Arbitration

If the grievance is not adjusted satisfactorily at Stage 2, the aggrieved employee and the Association may submit the grievance to arbitration by submitting a written notice to the District Superintendent of Schools within seven (7) days of the Stage 2 determination.

If the parties are unable to agree upon an arbitrator within ten (10) days after written notice of submission to arbitration, a request for list of arbitrators may be made to the American Arbitration Association. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

1. The Arbitrator's Award shall set forth his findings of fact reasons and conclusions of law on only that issue submitted for determination.
2. The Arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement.
3. The Arbitrator shall not usurp the functions of the Board of Education under the law.
4. The Arbitrator's Award shall not be contrary to or extend any provision of law, or any other rule or regulations having the force and effect of law, or the provision of any federal, state or local grant applicable to programs served by unit members.
5. No Arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual

agreement between the parties. The Arbitrator's remedy shall extend only to the grievant(s).

6. The Arbitrator's Award shall be final and binding on the parties.
7. The fees and expenses of the Arbitrator, and the costs of the hearing room, shall be shared equally by the Employer and the Association. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor of the expenses of witnesses or participants called by the other.

ARTICLE 6 LEAVES OF ABSENCE

Section 1. Sick Leave

- 1.1 On July 1, of each work year each unit member will be granted sick leave days equivalent to the number of months in their work year, plus five days, to cover absence of the staff member due to personal illness, or illness in the immediate family without loss of pay. Up to ten (10) days for 10-month employees, eleven (11) days for 11-month employees and twelve (12) days for 12-month employees, unused leave days shall be carried over to the following school year. Unit members who begin work in the months following July 1 shall have their sick leave prorated for the first year of employment, in accordance with the number of months to be worked. Effective July 1, 2016, a unit member who has completed 10 years of continuous service may use up to five (5) additional sick days from his/her accumulated sick leave bank for illness in the immediate family.
- 1.2 Unused sick leave days may accumulate from year to year to a maximum of 250 days to be used only for personal illness.
- 1.3 The District Superintendent may, at his/her discretion, grant an additional allocation of sick leave to a unit member who has exhausted his/her sick leave accumulation. Such advance of sick leave may be deducted from future year's sick leave accumulations.
- 1.4 A staff member may be required, at the discretion of the District Superintendent, to submit a statement from his/her doctor as to the severity of his/her illness and his ability to perform his/her duties and responsibilities.

- 1.5 A unit member should notify his/her immediate supervisor as promptly as possible of his/her absence due to illness and should keep him informed as to his/her progress and possible return to work.
- 1.6 Notice of accumulated sick leave days; Members will be notified in writing of accumulated sick and personal days in the second paycheck in September of each school year.
- 1.7 Unit members may request and take sick leave in 2-hour increments for doctor, dentist, or therapy appointments for themselves or family members. Unit members shall provide 24 hours' notice of medical appointment when electing to take sick leave in 2-hour increments. Unit members are required to complete a Two-Hour Medical/Dental Request Form. Unit members are required to submit a receipt to Human Resources to support appointment within five (5) school days. The 24 hours' notice may be waived by Supervisor.
- 1.8 Unit members shall be allowed to roll over all unused sick days.
 - Up to fifteen (15) days for 10-month employees
 - Up to sixteen (16) days for 11-month employees
 - Up to seventeen (17) days for 12-month employees
- 1.9 Unit members are encouraged to bank sick days to build their own short-term disability bank.
- 1.10 Unit members shall be allowed to carry over up to thirty (30) days of accumulated sick days if they meet the following conditions:
 1. They were hired on or after July 1, 2012; and
 2. Their employer immediately preceding hire was a school district, another BOCES or another public sector employer (such as New York State, Monroe County, or other New York State municipality); and
 3. There is no break in service from the previous employer and the acceptance of work at Monroe #1 BOCES; and
 4. The unit member submits a notarized document from his/her previous employer's Human Resources department confirming the number of accumulated sick days to the BOCES Human Resources Department

Section 2. Sick Leave Bank

- 2.1 A sick leave bank will be established to provide unit members with additional sick leave in the event of long-term illness or injury. Long-term illness or injury shall be defined as an illness or injury which is expected to incapacitate the unit member for an extended period of time, requiring absence from work for a minimum of forty (40) consecutive work days during the normal work year.
- 2.2 A committee of four will determine eligibility of the use of the bank with two members chosen by the Association and two members chosen by the Superintendent. A majority vote is required in all decisions.
- 2.3 The Committee will review a request for use of the sick leave bank within fifteen (15) calendar days of receipt of the original request. All decisions of the Committee are final and non-reviewable by the Association or BOCES. Decisions of the Committee shall be in writing and communicated to the unit member requesting the use of the bank, Association President and Superintendent.
- 2.4 Effective July 1, 2003, each unit member shall contribute two of their accumulated sick leave days to the bank. Newly hired unit members will contribute the first of their two days to the bank in their first year of employment and the second in their second year of employment. If the sick leave bank falls below 150 days, unit members will contribute an additional day to the bank. Unused days in the bank will be carried over into the next year. Unit members with more than 200 days of sick leave may contribute additional days to the sick leave bank.
- 2.5 The unit member may apply in writing to the Committee for use of the sick bank after being absent 40 consecutive workdays and only after the unit member has exhausted that unit member's paid sick time. Under no circumstances shall a unit member draw from the sick bank during the first 40 consecutive workdays of illness. Only one 40 consecutive day waiting period is required per specific medical condition. Eligibility to draw from the sick bank may commence on the 41st day of the illness as determined by the Committee.
- 2.6 The unit member shall submit documentation from his/her physician for the reason for the extended illness. The Committee reserves the right to request a physical examination by a BOCES physician, or other physician selected by the Committee at the BOCES expense.

- 2.7 No unit member shall be permitted to use in excess of sixty (60) days for the same medical incident.
- 2.8 The sick leave bank may not be used for a unit member on an unpaid leave of absence.

Section 3. Credit for Unused Sick Days

Effective July 1, 1997, retirees shall be paid twenty dollars (\$20.00) for every unused sick day accumulated up to and including their final year of service (Maximum 250 sick days). Retirees shall be defined as individuals who retire meeting the eligibility requirements from the New York State Employees' Retirement System. BOCES agrees to make an Employer Non-elective Contribution to the 403(b) account of Employee equal to the amount of the unit member's sick days times \$20/day. The Employer shall make the maximum contribution permitted under Section 415(c) (1) of the Internal Revenue Code of 1986, as amended. Employer contributions shall be deposited into the 403(b) account of each recipient employee. If the employee does not have a 403(b) account, the Employer shall deposit the employer contributions, in the name of the employee, into a 403(b) account established in the employee's name. No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.

Effective July 1, 2016, unit members are eligible to avail themselves of the benefit set forth in Section 41(j) of the Retirement and Social Security Law. Unit members who satisfy the eligibility requirements set forth in Section 41(j) may receive up to 165 days of service credit for unused, unpaid sick leave days at retirement. Tier 6 members are eligible to receive up to 100 days of service credit.

Effective July 1, 2018, retirees will be paid twenty dollars (\$20.00) for every unused sick day accumulated beyond 165 days (starting with the 166th day) up to the maximum allowable 250 days. Retirees in Tier 6 will be paid for every unused sick day accumulated beyond 100 days (starting with the 101st day) up to the maximum allowable 250 days. Retirees shall be defined as individuals who retire meeting the eligibility requirements of the New York State Employees' Retirement System. Payment will be made in the form of an Employer Non-elective Contribution to the 403(b) account of Employee. The Employer shall make the maximum contribution permitted under Section 415(c) (1) of the Internal Revenue Code of 1986, as amended. Employer contributions shall be deposited into the 403(b) account of each recipient employee. If the employee does not have a 403(b) account, the

Employer shall deposit the employer contributions, in the name of the employee, into a 403(b) account established in the employee's name. No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein. Members who are not enrolled in the retirement system may cash out their accumulated sick days at \$20.00 a day.

Section 4. Personal Business Leave

- 4.1 Two (2) days personal business leave with full pay shall be available to each unit member upon notification of his/her immediate supervisor and approved by the District Superintendent, or designee. An example of such a request is "I request May 5 as a personal business day." It is understood that these days are to be used for situations that can only be resolved during the school day.
- 4.2 Effective July 1, 2021, unit members are eligible to take personal time in two (2) hour increments, however, the member must comply with the following requirements:
 - The member must complete the required Personal Business Leave form and submit to their supervisor following established protocols.
 - The member must clock in and out during the period of their personal leave unless at the beginning or end of the day.
 - The two (2) hour leave is a maximum amount of time. Unused time cannot be flexed.
 - In the event more than two (2) hours is used, the member will be charged a half-day or full-day depending on when/whether they are able to return to work.
- 4.3 Unit members taking personal business days on the day before a holiday, school recess or personal vacation, or on the day after the holiday, school recess, or personal vacation ends, must have approval of the District Superintendent or his/her designee. Attached to this personal day request must state a specific reason with appropriate documentation for the personal day.
- 4.4 Unused personal business leave days shall be added to accumulated sick days at the end of each school year. The maximum accumulation of unused sick days and personal business leave days shall not exceed 250 days.
- 4.5 Personal leave is leave which shall be available to staff for the conduct of personal business which cannot be conducted outside of

normal school hours. Such leave shall not be used for social and recreational purposes or for litigation against the school district, its employees or the Board of Education or for seeking other employment, or for conducting activities on behalf of the Association, its affiliates or any other organization. In consideration of these stipulations, no specific reasons need be given when requesting personal leave, except when such day is requested before or after a holiday or vacation. However, an employee must have a reason which conforms to this section.

- 4.6 Under unusual circumstances allowable leaves of absences may be extended at the discretion of the District Superintendent.

Section 5. Parental Leave

Upon request by a unit member, a leave of absence for child rearing may be granted for one (1) year, without pay, for those members under the jurisdiction of the Monroe County Civil Service Commission. If a unit member requests and is granted parental leave, leave must be taken immediately following the birth or adoption of a child. Extenuating circumstances will be considered by the District Superintendent.

Upon request by a unit member, one (1) additional year of parental leave may be granted, if the unit member returns to his/her position and serves continuously for three (3) months at the end of the initial one (1) year parental leave. In extenuating circumstances, the three (3) month rule may be waived by the District Superintendent.

In no case may a Parental Leave of absence exceed, in aggregate, two (2) years from the date of commencement of the leave. Whenever possible, reinstatement will be made to the same position the unit member left. If this position is not available, reinstatement will be made to as nearly comparable position as possible.

The duration of this leave of absence shall not be included in crediting experience toward salary or other benefits.

Except as provided in Section 5 (FMLA), a unit member may continue membership in the BOCES Health and Dental Program by prepaying the premiums.

Section 6. Family and Medical Leave Act

All leave and benefit provisions of this agreement will be counted towards the Family and Medical Leave Act where applicable. FMLA leave and benefits will be applied for eligible unit members if the contractual leave and benefits provide less than FMLA.

Section 7. Other Leaves

Upon request by a unit member, the District Superintendent may, at his discretion, grant a maximum of two (2) days leave per year with pay to an employee for situations not covered by any other leave of absence.

Examples of situations acceptable:

- a. Religious holidays
- b. Legal business that cannot be handled after school, and personal business days are used up.

Section 8. Return Date From Unpaid Leave

Unit members may return from unpaid leave with a minimum of 20 workdays notice to BOCES.

Section 9. Workers' Compensation

- 9.1 All unit members shall be required to sign over to the District all compensation payments, except lump sum payments, as long as the employee receives sick leave pay from the BOCES.
- 9.2 The BOCES, after receiving such payment, shall restore to the unit member's credit sick leave time equal in value to the payment amounts received by the BOCES.

Section 10. Proration of Sick and Personal Leave

- 10.1 Unit members who commence work following the start of their normal work year (10, 11, 12) shall have their sick and personal days prorated in accordance with the number of months worked.
- 10.2 For the purpose of determining leave accruals and charges against credited leave time, a day shall be defined as the individual unit member's normal workday. For example, a unit member employed on a half-time basis (or .5 FTE) who is absent for his or her entire work period during a day will be charged one (1) day for the absence.

Similarly, the unit member will be credited one (1) day for attendance purposes if he or she is present for his or her entire workday.

Section 11. Jury Duty

Unit members shall notify their Supervisor upon receipt of a jury summons of the anticipated number of days and dates of jury duty. Unit members must provide to Human Resources proof of service showing the dates of jury service within 10 days of completion of service to support continuation of salary. Unit members called to Jury Duty will be paid their regular rate of pay while serving.

Section 12. Death in the Immediate Family

- 12.1 A unit member may be absent without loss of pay for up to and including five (5) days when a death occurs in the immediate family.
- 12.2 Such allowances for death in the family are not accumulative.
- 12.3 The immediate family is defined as: spouse, child, parent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, son-in-law, daughter-in-law, domestic partner and grandchild, step parent, step child, step grandchild. For the purpose of defining the immediate family in the instance of death in the family, other persons residing in the household of the unit member shall be included.
- 12.4 A unit member may be absent without loss of pay to attend the funeral of a relative not considered immediate family or friend for up to and including one (1) day.
- 12.5 Under unusual circumstances allowable leaves of absences may be extended at the discretion of the District Superintendent.
- 12.6 Unit members who work in the extended School Year program may be absent without loss of pay for up to 2 days, they may be out for a total of 3 days when a death occurs in the immediate family during the months of July and August. If the unit member were out for the full 3 days, one day would be without pay. Unit members shall notify their immediate supervisor as soon as possible of the need for the leave. Under unusual circumstances allowable leaves of absences may be extended at the discretion of the District Superintendent.

**ARTICLE 7
VACATIONS**

Section 1.

Twelve-month unit members will be eligible for vacation time as outlined below.

- 1.1 Effective July 1, 2012, upon employment unit members will be eligible for ten (10) vacation days (prorated if employment begins after July 1st).
- 1.2 Employees hired before 7/1/2012 shall keep their accrued vacation days and will receive payment for these days at their last per diem upon resignation or retirement.
- 1.3 Each subsequent year, on July 1st, the employee shall receive ten (10) vacation days per year.
- 1.4 If the unit member ends employment prior to the end of the fiscal year, the vacation days will be prorated based on the number of months worked in that fiscal year.
- 1.5 Effective July 1, 2016, unit members whose date of hire is between July 1 and December 31 will be credited with one (1) full fiscal year of service for the calculation of their vacation days.

Steps	Fiscal Years of Service	Vacation Days
Year Hired	Hired between January 1 – June 30 (Considered Year “0” and July 1 remain at current Step)	Pro-rated days
Year Hired	Hired between July 1 and December 31 (Considered Year “1” and July advance to next Step)	Pro-rated days
Step 1	Completion of 1 full fiscal year	10 days
Step 2	Completion of 2 full fiscal years	10 days
Step 3	Completion of 3 full fiscal years	15 days
Step 4	Completion of 4 full fiscal years	15 days
Step 5	Completion of 5 full fiscal years	15 days

Step 6	Completion of 6 full fiscal years	15 days
Step 7	Completion of 7 full fiscal years	16 days
Step 8	Completion of 8 full fiscal years	17 days
Step 9	Completion of 9 full fiscal years	18 days
Step 10	Completion of 10 full fiscal years	20 days
Step 11	Completion of 11 full fiscal years	21 days
Step 12	Completion of 12 full fiscal years	21 days
Step 13	Completion of 13 full fiscal years	22 days
Step 14	Completion of 14 full fiscal years	23 days
Step 15	Completion of 15 full fiscal years or more	25 days

- 1.6 If a BOCES unit member is hired into a twelve-month unit position, his/her/their prior continuous experience with BOCES will be credited towards vacation leave as stated in this policy. Prior continuous experience will be prorated if any of the employee's prior experience was on a part-time basis.
- 1.7 A. Unit members may be placed on the Vacation schedule found in Section 1.5. if they meet the following conditions:
1. They were hired on or after July 1, 2012; and
 2. Their employer immediately preceding hire was a school district, another BOCES or another public sector employer (such as New York State, Monroe County, or other New York State municipality; and
 3. There is no break in service from the previous employer and the acceptance of work at Monroe #1 BOCES; and
 4. The unit member submits a notarized document from his/her/their previous employer's Human Resources department confirming the number of continuous years, in a position where vacation days could be earned, in the school

district or other public employer immediately preceding their employment at BOCES. BOCES will then match the incoming employee per continuous years of service on the Step schedule.

- B. Placement will be based on the number of continuous years of service the unit member accumulated from their employer, immediately preceding Monroe #1 BOCES. For example, if a unit member was employed at another school district for six (6) continuous years, they would be placed at Step 6 and receive 15 days of paid vacation, regardless of how many vacation days they may have had with their previous employer. After placement on the Step schedule, the member will advance to the next step each fiscal year.
- C. The number of Vacation Days will be prorated based upon the unit member's start date. For example, the unit member in the example above would receive 20 Vacation Days if she/he started working at Monroe #1 BOCES on July 1st. If the start date is November 1st, she/he will receive fifteen (15) Vacation Days.
- D. Vacation Days will be calculated in full or half day increments.

Section 2.

A total of 5 earned but unused vacation days may be carried over for a maximum of one year from July 1st. Extenuating circumstances will be considered by the District Superintendent.

Section 3.

There shall be no pay in lieu of earned but unused vacation.

Section 4.

Vacation time shall be paid at the employee's regular rate of pay. Accrued Vacation time shall be paid at the employee's regular rate of pay at separation of employment from Monroe #1 BOCES.

ARTICLE 8 INSURANCE

Section 1. Medical Insurance

Active unit members may select any health care plan offered by the RASHP II Health Consortium

- 1.1 Effective January 1, 2027, unit members are eligible for any plan offered by the RASHP 2 Health Consortium. The BOCES shall contribute 85% and the employee shall contribute 15% of the RASHP 2 Value Plan premium based on full-time employment. Part-time employees will contribute based on percentage of time worked. Those unit members enrolled in another health insurance plan offered by the BOCES will pay the difference, if any.
- 1.2 Effective January 1, 2018, unit members are eligible for the RASHP 2 Blue Point 2 Value Plan. The BOCES shall contribute 86% and the employee shall contribute 14% of the RASHP 2 Value Plan premium based on full-time employment. Part-time employees will contribute based upon percentage of time worked. Those unit members enrolled in another health insurance plan offered by the BOCES will pay the difference, if any.
- 1.3 Effective January 1, 2016, unit members enrolled in the RASHP 2 Value plan will receive \$618 annually from the BOCES that will be placed into a Health Reimbursement Account (105 plan) consistent with the IRS Regulations.

Effective January 1, 2016, unit members enrolled in the RASHP 2 Select Plan will receive \$518 annually from the BOCES that will be placed into a Health Reimbursement Account (105 plan) consistent with the IRS Regulations.
- 1.4 Effective January 1, 2013 eligible unit members who elect not to take health insurance from the BOCES for the entire calendar year will receive an annual stipend of \$1,000, one-half payable in June and one-half in December. In the event the unit member, due to unforeseen circumstances, must rejoin the BOCES health insurance plan, or terminates employment during the calendar year, or is on an unpaid leave, or is part-time during the calendar year, the stipend will be pro-rated accordingly.
- 1.5 Effective January 1, 2001 domestic partners are eligible for health insurance coverage. A domestic partner affidavit must be submitted when enrolling into a health plan.
- 1.6 Health Savings Account (HSA) -- Section 223 Plan

For an eligible unit member who participates in the RASHP 2 High Deductible Health Plan (HDHP) for the plan year, the BOCES shall contribute to a health savings account established for the unit member with a financial institution selected by BOCES.

- a) Eligible members shall be defined as unit members enrolled in the RASHP 2 HDHP Plan.
- b) In the first calendar year that an eligible member is enrolled in the RASHP 2 HDHP Plan, the member will receive a one-time BOCES contribution of Three Thousand Dollars (\$3,000) for a unit member enrolled in a two person, family no spouse or family plan. The BOCES' contribution will be One thousand Dollars (\$1,000) per calendar year for a unit member enrolled in a single plan.
- c) In all subsequent years, BOCES will contribute Fifteen Hundred Dollars (\$1,500) per calendar year for a unit member enrolled in a two person, family no spouse or family plan. BOCES will contribute Nine Hundred Dollars (\$900) per calendar year for a unit member enrolled in a single plan.
- d) If in the first year of participation in the HDHP Plan an eligible unit member suffers a medical event which causes him/her or a family member to meet or exceed the annual deductible, BOCES will at the unit member's request accelerate the year two employer contribution to help defray the costs. When the year two contribution is accelerated, the next employer contribution will not occur until year three of the unit member's enrollment and no separate payment will be made in/for year two. BOCES may request proof of the expenditures required to meet the deductible prior to the acceleration.
- e) BOCES employer contributions shall be paid during the month hired for those hired or enrolled after the January contribution is made.
- f) BOCES employer contributions shall be deposited and therefore immediately available for the unit member's use for qualifying health reimbursements as defined in the plan in compliance with the law.

- g) Unit members enrolling in the HDHP will no longer be eligible for a District contribution to the 105 plan, however remaining balances may be used for out of pocket dental and vision expenses only. Flexible Spending Account medical reimbursements will also be limited to out of pocket dental and vision expenses only.

Contract History of Medical Insurance

- 1.7 The existing Blue Cross / Blue Shield including Blue Million Policy and Full Outpatient Rider, or any other equivalent insurance plan and medical coverage selected by the BOCES and determined by the Association to be equivalent or better, will continue on a prepaid basis for full-time members of the bargaining unit. For full-time unit members the BOCES will pay ninety (90%) percent of the cost of the premium of the health insurance plan selected by the unit member. For part-time unit members the BOCES payment will be prorated.
- 1.8 Health maintenance organizations (HMO) are available as an alternative to the insurance program set forth above. The BOCES payment shall be set forth above based on the premium of the selected HMO plan.
- 1.9 Effective October 1, 2006 – BOCES plans will be the RASHP 2 plans. BOCES will pay 90% of the premium for RASHP 2 Blue Point 2 Select. The unit member will pay the difference, if any, for another health insurance plan offered by the BOCES.
- 1.10 All unit members selecting Blue Point 2 Select and Blue Point 2 Value will receive \$325 annually (effective 01/01/07) from the District that will be placed into a 105 plan consistent with IRS Rules.
- 1.11 Effective January 1, 2002 eligible unit members who elect not to take health insurance from the BOCES for the entire calendar year will receive an annual stipend of \$850, one-half payable in June and one-half in December. In the event the unit member, due to unforeseen circumstances, must rejoin the BOCES health insurance plan, or terminates employment during the calendar year, the stipend will be pro-rated accordingly.

- 1.12 Effective no earlier than 7/01/2010 the base plan shall be the Blue Point 2 Value Plan and the employer shall contribute 90%, employee 10%. Contribution amounts shall remain unchanged for fiscal year 2011-2012 (through the end of the contract).
- 1.13 HRA 105 Account shall be increased by \$25.00 effective 01/02/2011. (From \$325.00 to \$350.00).
- 1.14 Effective 10/01/06 the stipend will increase to \$1000 provided 2 additional two-person or family plan coverage is dropped as of that date.
- 1.15 Effective January 1, 2016, unit members are eligible for the RASHP 2 Blue Point 2 Value Plan. The BOCES shall contribute 88% and the employee shall contribute 12% of the premium based on full-time employment. Part-time employees will contribute based upon percentage of time worked. Those unit members enrolled in another health insurance plan offered by the BOCES will pay the difference, if any.
- 1.16 Effective January 1, 2017, unit members are eligible for the RASHP 2 Blue Point 2 Value Plan. The BOCES shall contribute 87% and the employee shall contribute 13% of the premium based on full-time employment. Part-time employees will contribute based upon percentage of time worked. Those unit members enrolled in another health insurance plan offered by the BOCES will pay the difference, if any.

Section 2. Retiree Health Insurance

- 2.1 All health care premiums for full-time employees who retire from BOCES meeting the eligibility requirements for retirement from the Employee's Retirement System prior to July 1, 2001 will be paid by BOCES according to the following schedule:

YEARS OF SERVICE WITH BOCES	EMPLOYER CONTRIBUTION	EMPLOYEE CONTRIBUTION
15 YEARS	45%	55%
16 YEARS	54%	46%
17 YEARS	63%	37%
18 YEARS	72%	28%
19 YEARS	81%	19%
20 YEARS	90%	10%

2.2 Unit members who retire on or after July 1, 2001 will be provided health care insurance from among the plans offered by the BOCES with premiums paid by the BOCES according to the following:

45% of Blue Choice Select premium amount-15 years of service to BOCES, Monroe #1
54% of Blue Choice Select premium amount-16 years of service to BOCES, Monroe #1
63% of Blue Choice Select premium amount-17 years of service to BOCES, Monroe #1
72% of Blue Choice Select premium amount-18 years of service to BOCES, Monroe #1
81% of Blue Choice Select premium amount-19 years of service to BOCES, Monroe #1
90% of Blue Choice Select premium amount-20 years of service to BOCES, Monroe #1

2.3 Unit members who retire on or after July 1, 2012 will be provided health care insurance from among the plans offered by the BOCES with premiums paid by the BOCES according to the following:

44.5% of Blue Choice Value premium amount-15 years of service to BOCES, Monroe #1
53.4% of Blue Choice Value premium amount-16 years of service to BOCES, Monroe #1
62.3% of Blue Choice Value premium amount-17 years of service to BOCES, Monroe #1
71.2% of Blue Choice Value premium amount-18 years of service to BOCES, Monroe #1
80.1% of Blue Choice Value premium amount-19 years of service to BOCES, Monroe #1
89% of Blue Choice Value premium amount-20 years of service to BOCES, Monroe #1

2.4 Unit members who retire on or after January 1, 2014 will be provided health care insurance from among the plans offered by the BOCES with premiums paid by the BOCES according to the following

44% of Blue Choice Value premium amount-15 years of service to BOCES, Monroe #1
52.8% of Blue Choice Value premium amount-16 years of service to BOCES, Monroe #1
61.6% of Blue Choice Value premium amount-17 years of service to BOCES, Monroe #1
70.4% of Blue Choice Value premium amount-18 years of service to BOCES, Monroe #1
79.2% of Blue Choice Value premium amount-19 years of service to BOCES, Monroe #1
88% of Blue Choice Value premium amount-20 years of service to BOCES, Monroe #1

2.5 Members hired on or after July 1, 2012 will be placed on the respective years of service for retiree health care found in Article 8, Section 2.4 based on the number of years of service in a public school district(s) up to 10 years as determined by BOCES from only their employer immediately preceding BOCES:

- a) The prior employer must be a public school district or BOCES in New York State as recognized by the NYS Department of Education.

- b) There cannot be a break in service from the previous employer. For example, unemployment, the decision to not work excludes eligibility.
- c) The employee must leave the previous employer and directly begin work at BOCES. Directly defined as no break in service unless otherwise agreed upon by BOCES and the PSP.
- d) The individual must submit to the BOCES Human Resources Department a notarized document from his/her previous employers' Human Resources Department confirming the number of years of full time service the individual received in the previous employer(s).

Effective July 1, 2016, all unit members who retire from BOCES, Monroe #1 with 20 or more years of service to BOCES, Monroe #1 shall contribute the same percentage of health insurance contribution while employed, into and for the duration of their retirement.

Section 3. Dental Insurance

Eighty Percent (80%) of the premiums for the current plan or any other equivalent dental plan will be paid by BOCES for full-time staff members.

1. All coverage will be the same as in Blue Shield Smile Saver Option 1 except as noted in items 2 and 3.
2. Under the Dental Plan, the deductible will be eliminated on Restorative Services.
3. Under the Dental Plan, fillings listed under Restorative Services, will be changed to sixty (60%) percent of the Schedule Allowance. All other Restorative Services will remain at fifty (50%) percent.
4. Effective January 1, 1991 the schedule of dental care benefits will be based on the 60th percentile of the agreed Scheduled of Charges. The schedule is to be recomputed annually to take effect on January 1 of each year of this agreement.
5. Effective September 1, 1994, the schedule of dental care benefits will be amended to provide coverage for dependent students up to age 23.

6. Effective July 1, 2019, the schedule of dental care benefits will be amended to provide coverage for dependent students up to age 26.

Section 4. Retiree Dental Insurance

Any full-time employees who retire from BOCES after June 30, 1983 meeting the eligibility requirements for retirement from the Employee's Retirement System will be entitled to continue Dental insurance. The BOCES will pay fifty percent of eighty percent (50% of 80%) (40%) of the premiums of the Dental Plan for those staff members who have worked for BOCES for fifteen (15) years or more; and eighty percent (80%) of the premiums of the Dental Plan for those staff members who have worked for BOCES for twenty (20) years or more.

- a. Dental insurance premiums for eligible retirees will be paid by BOCES according to the following:

50% of 80% (40%) scheduled premium amount - 15 years of service to BOCES.

60% of 80% (48%) scheduled premium amount - 16 years of service to BOCES.

70% of 80% (56%) scheduled premium amount - 17 years of service to BOCES.

80% of 80% (64%) scheduled premium amount - 18 years of service to BOCES.

90% of 80% (72%) scheduled premium amount - 19 years of service to BOCES.

100% of 80% (80%) scheduled premium amount - 20 years of service to BOCES.

Section 5. Alternative Carrier

BOCES reserves the right to select an alternative carrier for health or dental insurance subject to a PSP determination that the administrator, program and benefits are substantially equivalent.

Section 6. Life Insurance

A term life insurance plan of \$5,000 life and dismemberment will be provided to all full-time unit members. This insurance shall cease upon separation from employment.

Section 7. Surviving Spouse

A surviving spouse for either an active or retired unit member will be entitled to continue in the Health and Dental Insurance at their expense if permitted by the insurance carrier.

Section 8. Impact of Federal or State Legislation

In the event that federal or state legislation, rules and/or regulations issued in relation to the Patient Protection and Affordable Care Act ("PPACA"), or the Health Care and Education Reconciliation Act of 2010 ("HCERA") result in employer payment of an excise tax on health plans offered by the BOCES, the parties agree to reopen negotiations upon 21 calendar days' written notice on the issue of health care for only the plan(s) that are subject to the excise tax.

**ARTICLE 9
COMPENSATION**

Section 1. Salary Notice

Notice of salary for the school year shall be provided to each unit member no later than July 1 of the school year.

Section 2. Tax Deferred Annuities

Unit members are eligible to participate in a tax deferred annuity program through payroll deduction (subject to a minimum of 35 companies).

Section 3. Salaries

- 3.1 For the 2021-22 school year all returning unit members will receive a base salary increase of 3.42% over last year's regular wages.
- 3.2 For the 2022-23 school year all returning unit members will receive a base salary increase of 3.42% over last year's regular wages.
- 3.3 For the 2023-24 school year all returning unit members will receive a base salary increase of 3.42% over last year's regular wages.

a. \$0.05 added to the hourly rate per years of service to BOCES in any title that falls within Article 1 of the PSP Recognition clause. If the initial year of service in a qualifying title was less than half of a year, the increase would be \$0.03. If the initial year of service in a qualifying title was more than half of a year, the increase would be \$0.05. This additional service credit will be added to the base hourly rate prior to the percent increase being applied for the 2023 – 2024 fiscal year.

- 3.4 For the 2024-25 school year, all returning unit members will receive a base salary increase of 4.00% over last year’s regular wages.
- 3.5 For the 2025–26 school year, all returning unit members will receive a base salary increase of 4.00% over last year’s regular wages.
- 3.6 For the 2026-27 school year, all returning unit members will receive a base salary increase of 4.28% over last year’s regular wages.
- 3.7 Salary placement by each unit members shall be retained at the expiration of this Agreement until the terms of a successor agreement are agreed upon.
- 3.8 These rates are the minimum rates under the contract. An applicant’s relevant education and experience will be considered when setting a starting rate.

TITLE	WAGE
Accountant	\$24.50
Assistant Payroll Supervisor	\$26.50
Assistant Personnel Analyst	\$18.50
Audiometric Technician	\$15.50
Audiovisual Assistant	\$19.00
Audiovisual Attendant	\$15.00
Benefits Specialist	\$18.00
Budget Analyst	\$24.00
Bus Dispatcher	\$20.00
Bus Driver Trainer/Safety Coordinator	\$22.00
Bus Operations Expeditor	\$19.00
Clerk I	\$18.50
Clerk II/Office Clerk II	\$16.50

Clerk III/Office Clerk III	\$15.75
Clerk IV/Office Clerk IV	\$15.00
Communications Aide	\$15.75
Communications Assistant	\$16.00
Community Liaison Specialist	\$20.08
Computer Applications Specialist	\$24.00
Computer Hardware Installer	\$16.83
Computer Programmer	\$33.00
Computer Project Coordinator	\$31.00
Computer Services Liaison	\$21.50
Computer Support Assistant	\$18.00
Data Analyst	\$24.00
Data Control Clerk	\$15.75
Data Liaison – Schools	\$24.00
Digital Media Technician	\$17.00
Distributed Processing Coordinator	\$29.00
Driver Messenger	\$15.00
Duplicating Machine Operator	\$15.75
Employee Benefits Technician	\$19.00
Head Bus Driver	\$21.00
Health Aide	\$15.75
Help Desk Assistant	\$15.50
Help Desk Intranet Coordinator	\$24.00
Information Tech. Project Manager	\$38.46
Junior Accountant	\$22.00
Library Software & Media Specialist	\$17.82
Management Assistant	\$20.00
Manager of ELearning	\$26.00
Microcomputer Maintenance Tech.	\$17.00
Multimedia Repair Technician	\$15.00
Network Administrator	\$36.06
Network and Systems Coordinator	\$29.00
Network Technician	\$19.00
Office Account Clerk	\$16.00
Payroll Clerk	\$17.00
Payroll Supervisor	\$27.00
Personnel Analyst	\$22.00

Personnel Clerk	\$20.00
Pre-Vocational Training Manager	\$17.00
Principal Account Clerk	\$19.00
Programmer Analyst	\$24.00
Project Manager	\$38.46
Purchasing Clerk	\$20.00
Purchasing Coordinator	\$26.00
Radio Station Manager	\$19.00
Records Management Analyst	\$16.50
Regional Certification Evaluator	\$22.00
Regional Infrastructure Manager	\$43.27
Senior Audiometric Technician	\$18.00
Senior Computer Appl. Specialist	\$29.00
Senior Control Clerk	\$18.50
Senior Digital Media Technician	\$18.50
Senior Network Technician	\$26.00
Senior Office Account Clerk	\$18.50
Senior Personnel Analyst	\$26.50
Senior System Programmer	\$38.46
Stock Handler	\$15.50
Technical Specialist	\$26.00
Telephone Operator	\$15.00
User Support Instructor	\$15.25

Section 4. Longevity

A longevity award shall be paid at the completion the years of continuous employment listed:

5 through 9 years	-	\$325
10 through 14 years-		\$525
15 years plus-		\$725

The longevity award will be given to eligible employees in a single payment on the first payroll date in September.

Section 5. Promotional Increase

If a unit member is promoted to a higher rated position, he/she shall receive a promotional increase. BOCES shall make every effort to limit the length of temporary assignments of unit members to higher rated positions without additional compensation.

Section 6. Overtime

- 6.1 All overtime shall be paid. Holiday pay shall be counted as hours worked for overtime purposes. There shall be no compensatory time granted to unit members.
- 6.2 Unit members may flex their hours if a supervisor (or the supervisor's designee) has provided advance written approval. Unit members who receive advance written supervisor approval to flex their hours must use their flex-time hours before the end of two pay periods. Any remaining flex-time hours at the end of the pay period will be paid out in the next available payroll.
- 6.3 Any overtime must be approved in advance by a supervisor (or the supervisor's designee).
- 6.4 Supervisors will designate a limited number of employees who are expected to be on-call on a regular basis due to their specific knowledge, skills, job duties and responsibilities. These individuals will receive a stipend. The amount of the stipend will be set by the District Superintendent and will depend on the individual employee's specific knowledge, skills, job duties, and responsibilities. Supervisors and the District Superintendent will annually review the need for the individual to receive a stipend (i.e., the need for the individual to be on-call on a regular basis due to his or her specific knowledge, skills, job duties and responsibilities) and the amount of the stipend. If an employee who has been designated to receive a stipend is called upon by his or her supervisor to perform work the employee will receive compensation equal to three (3) hours wages or the actual hours worked, whichever is greater; otherwise, the employee may request supervisor approval to flex their hours in accordance with Paragraph 6.2 above.
- 6.5 Employees who are not expected to be on-call on a regular basis (i.e., who have not been designated to receive a stipend) may be

asked by a supervisor (or the supervisor's designee) to be on-call from time to time due to their specific knowledge, skills, job duties and responsibilities. If one of these individuals is on-call and is called upon by his or her supervisor (or supervisor's designee) to perform work, the individual must report to work to complete the task(s) (as opposed to working remotely) and will receive compensation equal to three (3) hours wages or the actual hours worked, whichever is greater; otherwise, the employee may request supervisor approval to flex their hours in accordance with Paragraph 6.2. Under very limited and special circumstances and only with advance supervisor approval, the individual may be permitted to work remotely and will be paid for the actual hours worked or may request supervisor approval to flex their hours in accordance with Paragraph 6.2.

Section 7. Special Assignment

Unit members approved for Special Assignment shall receive an extra duty stipend up to \$2,000 to their base salary for temporary assignment of additional responsibilities. Requests for Special Assignment stipends may be initiated by the unit member through discussion with their direct supervisor or by the direct supervisor requesting consideration by Human Resources. Such special Assignment stipends will be reviewed on an annual basis. In the event a Special Assignment stipend extends into a subsequent fiscal year, a review will be conducted to determine if the extra duty responsibilities continue to be temporary and therefore the stipend should continue, or if the extra duties are now part of the permanent responsibilities of the unit member and therefore a salary adjustment should be made.

ARTICLE 10 SENIORITY, LAYOFF AND RECALL

Section 1

Unit members with seniority, layoff and recall rights under the Civil Service Law shall not be covered by this Article.

Seniority shall be defined as the length of continuous service, prorated for part-time service, with the BOCES in a unit position since the most recent date of hire in that position. Unpaid leaves of absence shall not be credited for seniority purposes.

The Director of Human Resources will provide a salary list to the Association President by October 1 of each school year.

The Director of Human Resources will provide a seniority list to the Association President in January of each year.

Section 2.

In the event of reduction in staff in a unit position, eligible unit members will be laid off from the position in the inverse order of seniority as defined above. Laid off unit members who previously held bargaining unit positions may be able to bump the least senior unit member in those unit positions previously held at the unit member's last salary in that position adjusted for subsequent increases.

Section 3.

Recall to any position within the unit shall be in the order of seniority under the following conditions:

- A. Eligibility for recall shall be for two years from the day of layoff.
- B. Recall will be to a [unit position] which the member held at the time of lay-off.
- C. Notification of recall will be sent to the unit member's last address on file with the BOCES personnel office by certified or registered mail.
- D. Failure of the unit member to notify the BOCES personnel office, in writing, within ten (10) calendar days from the date of mailing of the notice of recall will be considered a refusal and the unit member will forfeit any and all recall rights.

Section 4.

A unit member recalled from layoff will retain the unused sick leave and earned seniority as of the date of layoff.

ARTICLE 11 DISCIPLINE PROCEDURES

Unless otherwise required by the New York Civil Service Law, the following discipline and discharge procedures shall be in effect for all unit members.

- 1.1 In any administrative investigation of a unit member's conduct, that unit member may, upon the unit member's request, be accompanied by a representative of the Association.

- 1.2 In the event that, following an administrative investigation of a unit member's conduct, the administration intends to pursue a disciplinary action against that unit member; the Director of Human Resources shall notify the President of the Association, in writing, prior to the imposition of the discipline. Following that notice, the unit member may choose to have a representative of the Association present at any meeting at which the unit member's conduct or discipline will be discussed.
- 1.3 Unit members who have been employed for three or more years and who are not covered by the New York Civil Service Law may appeal any discipline or dismissal (in the form of a written reprimand, fine, or suspension without pay) to the Superintendent. The unit member may be represented by the Association. The Superintendent may appoint a designee to hear the appeal. The Superintendent's decision on the appeal shall be based on the Standards as set forth in the Monroe County Civil Service Rules and Regulations regarding the discipline and discharge of employees. The decision shall be final and binding.

ARTICLE 12 TRANSFER AND VACANCY

A vacancy shall be defined as a unit position opening caused by a retirement, resignation, newly created position, termination, death in service or reclassification of a position, but shall not include any opening encumbered by a unit member or excluded by the rules and regulations of the Monroe County Civil Service Commission. The personnel office will provide the Association delegates copies of all staff vacancies to be posted on the Association bulletin boards and on the e-mail bulletin board no later than 10 days prior to the closing date for application. Copies of postings should include the name of the position, qualifications, salary, hours, location and work day.

ARTICLE 13 PERSONNEL FILES

Members of the negotiating unit shall have reasonable access to their personnel files. A unit member will be required to make an appointment with the Director of Human Resources Services for a mutually convenient time during which the review will occur.

ARTICLE 14 RELEASE TIME

It is agreed that the person holding the office of the President of the Professional Support Personnel, NYSUT, AFL-CIO (or his/her designated representative) shall be granted up to ten (10) days, or its equivalent, during the school year to attend conferences or meetings of the PSP/NYSUT or its affiliates. Such release time shall be charged to school business.

An acceptable distribution of release time for the PSP/NYSUT President (or his/her designated representative) shall be approved by the appropriate Supervisor, Director, and the District Superintendent.

It is assumed that the activities during this release time will not cause interruptions with the normal operations of Monroe #1 BOCES.

ARTICLE 15 MISCELLANEOUS PROVISIONS

Section 1. Work Week

The normal work week for unit members shall be Monday through Friday.

Section 2. Work Day

The normal work day for unit members shall consist of eight hours per day.

Section 3. Holidays

Unit members working ten months shall receive ten (10) paid holidays, eleven months shall receive eleven (11) paid holidays and twelve months twelve (12) paid holidays.

Section 4. Lunch Period

Unit members working 5 hours per day are provided a paid duty-free lunch period of 30 minutes in length.

Section 5. Summer Hours

During the months of July and August, unit members may, with approval of their immediate supervisor, start work up to one hour early in order to end work up to one hour earlier. This may require staggered work days in work areas requiring coverage for normal hours.

Section 6. Employee Assistance Program

The BOCES shall provide an employee assistance program to all unit members and members of their immediate families.

Section 7. Flexible Benefits Plan

The BOCES shall provide a flexible benefits plan, including dependent care that allows participation of all unit members.

Section 8. Compensation for Use of Personal Vehicle

The BOCES shall reimburse for mileage at the IRS approved rate for reimbursement effective as of July 1 of each school year.

Unit members who service several districts and transport BOCES equipment shall receive a **Triple A-Plus** Membership.

Section 9. Conference Funds

Conference funds shall be available to unit members and unit members may apply for conference funds.

Section 10. Association Meetings

The Association shall be allowed to use BOCES buildings and grounds for meetings and the BOCES mail system consistent with BOCES procedures.

Section 11. Performance Appraisal

BOCES and the Association agree to negotiate an agreement on a performance appraisal procedure applicable to unit members. Parties will participate in a committee established for this purpose.

Performance Appraisals for all PSP members will be conducted annually on their anniversary hire date, but no later than June 15th of each fiscal year.

**ARTICLE 16
TUITION REIMBURSEMENT**

Unit members who are in active employment will be eligible for tuition reimbursement for undergraduate or graduate college credited course work according to the following schedule and criteria:

The unit member must successfully complete course work with a grade of C or above to qualify for tuition reimbursement.

Eligible unit members may receive reimbursement for up to twelve (12) credit hours at the SUNY graduate tuition rate each year (July 1 - June 30).

Course work must be relevant to the unit member's position or credited to a degree program that is relevant to employment within the BOCES.

Reimbursement will be made to those eligible unit members only if they are in active employment at the time payment is to be made, with the exception that tuition reimbursement will be made to those unit members who are not in active employment for the following reasons:

1. The unit member is on approved leave of absence at the time payment is due.
2. The unit member is ill or disabled and unable to return to work.
3. The unit member is laid off.
4. In the event of the death of a unit member, their estate will be entitled to the reimbursement amount.

Reimbursement shall be $\frac{1}{2}$ upon approved enrollment in the course with proof of payment and $\frac{1}{2}$ upon completion of the course. Evidence of enrollment and of successful completion must be provided by the employee before reimbursement of tuition can be made.

Since tuition reimbursement is intended to benefit BOCES as well as unit members, it is expected that unit members who receive reimbursement payments remain in employment with BOCES for at least one full contract year following the contract year in which they last received tuition reimbursement payments. If a unit member voluntarily resigns employment less than one full contract year following the contract year in which they last received reimbursement payments, they must repay BOCES for one-half the amount of tuition reimbursement received in that contract year. (Example: A unit member last receives tuition reimbursement in the 2014-2015 contract year totaling \$4000. If the unit member voluntarily resigns employment prior to June 30, 2016 they must repay BOCES \$2000.)

Reimbursement is based on the unit member's percentage of time worked.

ARTICLE 17 COMPLETE AGREEMENT

This Agreement shall constitute the full and complete commitments of the Superintendent for the BOCES to the Association. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to terms and conditions of employment and other subject or matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, BOCES #1 and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to negotiate collectively with respect to any term and condition of employment or any other subject or matter not specifically referred to or covered in this Agreement that was known or should have been known by either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 18 SAVINGS CLAUSE

If any provision of the 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 or subsisting, except to the extent permitted by law, but all other provisions or applications will continue.

ARTICLE 19 DURATION

Section 1.

Except as otherwise provided within the provisions contained herein, this Agreement shall take effect on the date that it is ratified by both parties and it shall continue in full force and effect until June 30, 2027. This Agreement shall apply to employees in the negotiating unit who are in active employment on the date that the Agreement is ratified by both parties.

Section 2.

TAYLOR LAW, SECTION 204-A. AGREEMENTS BETWEEN EMPLOYERS AND EMPLOYEE ORGANIZATIONS.

2.1 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT

BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

- 2.2 EVERY EMPLOYEE ORGANIZATION SUBMITTING SUCH A WRITTEN AGREEMENT TO ITS MEMBERS FOR RATIFICATION SHALL PUBLISH SUCH NOTICE, INCLUDE SUCH NOTICE IN THE DOCUMENTS ACCOMPANYING SUCH SUBMISSION AND SHALL READ IT ALOUD AT ANY MEMBERSHIP MEETING CALLED TO CONSIDER SUCH RATIFICATION.
- 2.3 WITHIN SIXTY (60) DAYS AFTER THE EFFECTIVE DATE OF THIS ACT, A COPY OF THIS SECTION SHALL BE FURNISHED BY THE CHIEF FISCAL OFFICER OF EACH PUBLIC EMPLOYER TO EACH PUBLIC EMPLOYEE. EACH PUBLIC EMPLOYEE EMPLOYED THEREAFTER SHALL, UPON SUCH EMPLOYMENT, BE FURNISHED WITH A COPY OF THE PROVISIONS OF THIS SECTION.

DATED: 11/6, 2023

FOR THE EMPLOYER:


District Superintendent

FOR THE UNION:


Co-President


Co-President