

1990-1993

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This agreement is made and entered into by and between the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SOLE SUPERVISORY DISTRICT (herein called the "BOCES") and the DATA PROCESSING EMPLOYEES' ASSOCIATION (herein called "DPEA"); and has as its purpose harmonious relations between the BOCES and the DPEA, the establishment of an equitable and peaceful procedure for the resolution of disputes, and the establishment of rates of pay, hours, and other conditions of employment.

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Article 1

RECOGNITION

A. Recognition of DPEA

The Board of Cooperative Educational Services, Sole Supervisory District (herein called the BOCES), recognizes the Data Processing Employees' Association (herein called the DPEA) as the sole and exclusive negotiating representative for all full-time employees in the defined bargaining unit as described in Section C of this Article. The BOCES will not negotiate or meet with any other employee organization in the determination of salaries, hours of work, fringe benefits, or any other terms and conditions of employment, or for the administration of grievances and disputes arising thereunder. The BOCES and the DPEA agree pursuant to section 208 of Civil Service Law.

B. The DPEA affirms that it does not assert the right to strike against the BOCES and it shall not cause, instigate, encourage or condone a strike.

C. Collective Bargaining Unit

For the purpose of this Agreement, the term "Employee(s)" shall mean personnel working for BOCES in the following titles at least twenty (20) hours per week on a regular, scheduled basis:

Junior Data Processing Operator
Data Entry Operator - Don't have
Lead Data Entry Operator - Don't have
Computer Services Specialist
Senior Data Entry Operator
Computer Operator
Senior Computer Services Specialist
Telecommunications Technician
Computer Operator/Programmer
Senior Computer Operator
Programmer Trainee
Admin. Services Coordinator (Teaching Assistant)
Inst. Services Coordinator (Teaching Assistant)
Coordinator of Media Services (Teaching Assistant)
Programmer
Administrative Analyst
Programmer Analyst
Telecommunications Coordinator
Teacher/Educational Trainer
Teacher/Project Coordinator
Teaching Assistant/Senior Coordinator
Systems Analyst
Senior Programmer Analyst

Employee(s) shall work thirty-nine (39) hours per week, twelve (12) months per year (Class A) and be eligible to receive full benefits as described in this Agreement. Class B employees will work thirty-nine (39) hours per week, ten (10) months per year and receive prorated salaries and full benefits as described in this Agreement except where benefits are specifically defined for Class B employees. Class C employees will work at least twenty (20) hours per

week on a regular salaried basis and receive prorated salaries and prorated benefits except where benefits are specifically defined for Class C employees.

Article 2

NEGOTIATING PROCEDURES

A. Arranging Meetings

not in contract { The parties agree to cooperate in arranging meetings, furnishing relevant information, and otherwise constructively considering and resolving matters which the parties mutually agree to discuss.

B. Good Faith Negotiations

Either party may notify the other no earlier than February 15th of the year in which the agreement expires that they desire to enter into negotiations for a successor agreement. The parties shall establish a date mutually acceptable to both parties, but in no event shall negotiations begin later than April 15th. ?

C. Representatives

The parties agree that the Superintendent and the DPEA will each designate representatives who will confer, at the request of either party, as set forth in Section A above.

Further, the parties agree that no person will be penalized in any way or suffer any professional disadvantage by reason of participation in the Collective Bargaining Unit, as representative, bargaining agent or duly elected officer.

D. Outside Consultants

During negotiations either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

Article 3

ASSOCIATION RIGHTS

- A. The DPEA will have the right to use the Data Processing bulletin board, inter-mail services (excluding automated systems such as CEO and PROFS) and, upon prior request, meeting rooms on a space-available, no-cost basis. It is understood that these facilities are not to be used for local, state or federal political activities or purposes.
- B. Copies of this Agreement will be provided for the Association members by the BOCES.
- C. A copy of all Board Meeting agendas and meeting minutes shall be sent to the Association President as soon as they become available.
- D. Upon initial hiring, job descriptions will be furnished to all employees of the DPEA. In the event that there is a change in an employee's job description, it will be reviewed with the employee. Should a job description be modified, the BOCES will notify the DPEA within ten (10) days of such modification. Should either the BOCES or the DPEA determine that the modification(s) significantly changes the job description, either party may request an immediate review of the modified description. If determination is made by two representatives of DPEA and two representatives of the district that the modified description changes the job title, the BOCES and the DPEA will, within ten (10) days begin negotiating regarding the rate of pay for the new position. Whenever the BOCES creates a new position for which there is no listed title, the DPEA will be notified within five (5) working days of the posting of said position and negotiations will commence to establish a salary for that position.

- E. It is the right of any employee to request that a DPEA representative accompany her/him to any meeting which may involve disciplining of that employee. Discipline is defined as when a formal reprimand for the personnel file may result.

Article 4

MANAGEMENT RIGHTS

- A. Subject only to any limitations stated in this Agreement, the DPEA recognizes that the BOCES retains the exclusive right to manage its operations/facilities. This right includes the right to discipline, suspend or discharge employees; to determine the qualifications of employees; to observe and evaluate an employee's job performance and to apply disciplinary action to insure a full day's work for a fair day's wage; and to require employees to observe reasonable BOCES rules and regulations presently in effect and/or to be put into effect, provided they are not in violation of the provisions of this Agreement.

Article 5

GRIEVANCE PROCEDURE

A. Definitions

A grievance is any alleged violation, misinterpretation or misapplication of any express provision of this Agreement.

Grievant is the person(s) making the grievance, or the Association when it makes the grievance.

Party-in-interest is the grievant(s), or, in the instance of a class action, the DPEA and any member of the unit who is named in the grievance.

Day is any day an employee is required to be in attendance.

Superintendent is the Chief Executive Officer of the Board or any member of the BOCES Administration who has been designated in writing by such officer to act on his behalf.

Failure to present the grievance appeal at any level by the association within the specified times shall be deemed as a settlement of the grievance.

B. Procedure

Level I: Informal Stage

A grievance will first be discussed with the aggrieved person's immediate supervisor, with the objective of resolving the matter informally, at which time the aggrieved person may:

1. Discuss the grievance personally
2. Request the DPEA representative to accompany him/her
3. Request the DPEA representative to act in his/her behalf

Failure to present a grievance within twenty days after the occurrence of the claimed grievable event or when the aggrieved persons reasonably should have known of that event shall result in a waiver of all rights involved.

The immediate supervisor shall render his determination to the aggrieved party within eight days after the grievance has been presented.

Level II: Formal Stage

Within five days after a decision has been made at the informal stage, the aggrieved party may submit a written statement to the District Superintendent setting forth the specific nature of the grievance, and why the determination of Level I was not satisfactory.

The Superintendent or his designee will meet with the employee and/or his/her representative within eight days of receipt of the written statement. Within eight days after the hearing, the Superintendent or his designee will answer the grievance in writing.

Level III: Arbitration

If the grievance remains unresolved after the Superintendent's decision, the aggrieved party may submit said grievance in writing to the American Arbitration Association within ten (10) days following the Level II decision date, with a copy served upon the District Superintendent. The Arbitration shall be under the AAA Voluntary Rules.

The decision of the arbitrator will be final and binding on all parties.

The arbitrator will have no power to add to, subtract from or change any provision of this Agreement, nor to render any decision which conflicts with law.

The expense of the arbitration will be shared equally by the DPEA and the BOCES.

C. Sanctions

No person will be penalized in any way or suffer any professional disadvantages by reason of participation in the processing of any grievance.

All documents, communications, records, or any written material dealing with the grievance will be filed separately from the personnel files of the participants in the grievance, and no reference whatsoever to any grievance will appear in any employee's personnel file.

D. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing contained herein shall be construed as limiting the right of any individual employee having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted with or without the assistance of the DPEA.

All processing of grievances shall be done after work hours, unless approved by the Deputy Superintendent.

Forms for filing grievances will be prepared by the BOCES, in cooperation with the DPEA and given appropriate distribution.

Any person to whom a grievance is delivered shall sign and date a receipt for or copy of the same, and the date of the signature shall constitute the submission date or decision date.

A grievance settled informally, without Association participation, shall in all respects, be final and binding upon the grievant; provided, however, said settled grievance shall not create a precedent or ruling binding upon any other employee or either party to this Agreement in future proceedings. Said settled grievance shall not in any way be inconsistent with the terms of this Agreement. During its duration, this Agreement shall be controlling.

DUES AND DEDUCTIONS

- A. The BOCES will deduct from the salary of any member of the negotiating unit who so authorizes, in writing, the membership dues and fees of the DPEA. The DPEA will have exclusive payroll dues deduction privileges throughout the representation period.
- B. Upon request, the DPEA will be provided the names and addresses of all employees working or receiving benefits under the defined bargaining unit and will receive information concerning any changes of such as they occur.
- C. The total amount of annual dues for the DPEA will be deducted in consecutive equal installments beginning on the first scheduled pay period in each September. Should a DPEA member commence employment after the first pay period, the employees dues will be deducted in consecutive equal installments, beginning with the first pay period after which an authorized signature has been obtained. The amount of dues and the number of equal consecutive installments will be determined on a yearly basis by the DPEA. .
- D. The total amount of accumulated dues deducted will be transmitted to the DPEA Treasurer immediately following each pay period for which deductions are made. Each payment will include a list of employees' names and amount deducted for the DPEA.
- E. The DPEA will give the BOCES Superintendent at least thirty days written notice prior to the effective date of a change in the amount of annual dues, and the deduction amount will be changed on the first scheduled deduction date.
- F. The Business Office will notify the DPEA within ten (10) days should it receive a withdrawal of authorization from a DPEA member.

Article 7

PAYROLL DEDUCTIONS

- A. The BOCES will deduct from the wages of each employee who provides written authorization the following deductions:
 - 1. Premiums for Central New York Blue Cross/Blue Shield, Option 2, or equivalent as described in Article 17.
 - 2. Premiums for Foundation Health Plan.
 - 3. Premiums for Blue Shield Dental Insurance, or equal.
 - 4. Deductions to the Broome County Teachers Federal Credit Union, and to two other financial institutions agreeable to both the DPEA and the BOCES.
 - 5. Deductions to Broome County United Fund.
 - 6. Deductions for U.S. Savings Bonds.
- B. Members of the DPEA may authorize the Treasurer of BOCES to deposit directly into the accounts established by the district for this purpose. The Banks of Record will be mutually established between the DPEA and the BOCES.

Article 8

**JOB TITLES AND MINIMUM SALARIES
(12 MONTH - CLASS A EMPLOYEES)**

	1990-91	1991-92	1992-93
GRADE 1			
Junior Data Processing Operator	\$13,000	\$13,650	\$14,325
Data Entry Operator			
GRADE 2	\$15,000	\$15,750	\$16,550
Lead Data Entry Operator			
Computer Services Specialist			
* Senior Data Entry Operator			
GRADE 3	\$17,000	\$17,850	\$18,750
Computer Operator			
* Senior Computer Services Specialist <i>Delite?</i>			
GRADE 4	\$18,500	\$19,425	\$20,400
Telecommunications Technician			
Computer Operator/Programmer			
Senior Computer Operator			
GRADE 5	\$20,000	\$21,000	\$22,050
Programmer Trainee			
GRADE 6	\$22,000	\$23,100	\$24,250
Admin. Services Coordinator (Teaching Assistant)			
Inst. Services Coordinator (Teaching Assistant)			
* Coordinator of Media Services (Teaching Assistant)			
Programmer			
Administrative Analyst			
GRADE 7	\$24,000	\$25,200	\$26,450
Programmer Analyst			
Telecommunications Coordinator			
GRADE 8	\$26,000	\$27,300	\$28,675
Teacher/Educational Trainer			
Teacher/Project Coordinator			
* Teaching Assistant/Senior Coordinator			
Systems Analyst			
* Senior Programmer Analyst			
GRADE 9	\$28,000	\$29,400	\$30,875

Article 9

SALARIES

A. Salary Increases

- Effective July 1, 1990, all employees covered by this unit on July 1, 1990 will receive an 4.5% increase on their salary as of June 30, 1990, plus an additional \$200 salary increase, plus a salary increase of \$125 times their pay grade on June 30, 1990.

2. Effective July 1, 1991, all employees covered by this unit on July 1, 1991 will receive on their salary as of June 30, 1991, plus an additional \$200 salary increase, plus \$125 times their pay grade on June 30, 1991.
3. Effective July 1, 1992, all employees covered by this unit on July 1, 1992 will receive on their salary as of June 30, 1992, plus an additional \$200 salary increase, plus a \$125 times their pay grade on June 30, 1992.

B. Developmental Increases

In addition to the above, salary increases will be provided to recognize growth and development during the first two years a person works in a particular position. Salary increases of \$100 to \$175 will be provided for Satisfactory growth and development and salary increases of \$176 to \$250 will be provided for Very Good to Excellent growth and development. Such salary increases will become effective after twenty-six (26) weeks, one year and two years in a particular position. The twenty-six (26) week, one-year and two-year time periods that employees work in a position will be based on the date of appointment in a position by the BOCES Board and will be extended if an employee is on a Leave of Absence which extends beyond thirty (30) days. The extension will equal the length of the Leave of Absence.

To be pd in lump sum

C. Educational Growth Recognition

1. The following one time salary increases will be paid effective April 1, 1991 for the highest degree achieved at that point:

AA/AS	-	\$200
BA/BS	-	\$400
MA/MS	-	\$500
Ed.D/Ph.D	-	\$700

2. Salary increases of \$20 per credit hour as of July 1, 1991, and every July 1 thereafter, will be paid for approved college credits that are related to the employee's position and successfully completed during the previous year. Prior approval must be obtained from the Deputy Superintendent.
3. Transcripts/grade reports will be required to substantiate the degree/credits.

D. Shift Premium

Employees working a regular full shift beginning after 3:30 PM will receive a differential of 25 cents per hour. Employees working a regular full shift beginning after 11:30 PM will receive a differential of 30 cents per hour. This differential will apply to vacation days and paid leave days.

E. Initial Salaries

The BOCES retains the right to hire employees at a salary based upon the individual's personal qualifications, prior experience and technical/vocational background.

F. Merit

In addition to the above, no less than \$9,000 for 1990-91, no less than \$10,000 for 1991-92, no less than \$11,000 for 1992-93 will be available for distribution to employees who demonstrate superior performance or who assume extra responsibilities. The Superintendent, in conjunction with the Deputy Superintendent, shall determine the distribution of such money.

WORK SCHEDULE

A. The work schedule for DPEA employees will be:

Class A - 39 hours per week, twelve (12) months per year.

Class B - 39 hours per week, ten (10) months per year.

Class C - At least 20 hours per week on a regular scheduled basis. Work schedule to be defined by the immediate supervisor.

B. The work week will be Monday through Friday. New employees appointed subsequent to 7/1/72 may be required to work other than Monday through Friday, but shall have two (2) consecutive days off per regularly scheduled seven (7) day work week.

C. The work day will be defined by the immediate supervisor.

D. Where possible, BOCES will provide 48 hours notice to employees who are requested to transfer to a different shift for a short term (two weeks or less). Ten (10) days advance notice will be given to employees who are requested to transfer to a different shift for a long term (more than two weeks).

When management determines that a shift transfer is necessary, volunteers will be sought.

E. Each employee will receive two (2) break periods per full day of employment, consisting of 10 minutes duration each.

F. All employees will be entitled to one-half (1/2) hour of unpaid time for lunch each workday. However, a longer lunch period of a permanent nature may be granted with mutual approval in writing between employee and the supervisor.

Article 11

HAZARD DAYS

Employees will not be required to report to work during a "state of emergency" that has been declared in Broome County by the County Executive, making vehicular travel inadvisable.

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you live in.*

Article 12

OVERTIME

A. Scheduled working hours may be extended when the organizational needs so require, and it is agreed between the employee and management.

B. Consistent refusal to assist in meeting the organizational needs when overtime requests are asked may be taken into consideration when the annual evaluation is made.

C. Employees will be compensated at a time and one-half rate for all time worked beyond 40 hours in any work week.

D. When an employee is called in to work on his/her day off, he/she will be guaranteed three (3) hours pay at the applicable overtime rate. This WILL apply when the employee is specifically requested to work his/her day off or is called to come in to work for an emergency or problem situation, on his/her day off. An employee's day off is defined as a day he/she is not scheduled to work, such as a Saturday or Sunday (for an employee normally scheduled to work Monday through Friday), a holiday, or an approved vacation or leave day. This

WILL NOT apply when the employee is requested to work extra hours, but discretion is provided to the employee in determining when the extra hours will be worked.

- E. When it is necessary for a DPEA employee to travel overnight in the performance of his/her duties, the employee will be compensated, in overtime or compensatory time excluding mealtime, for all time spent in travel beyond his/her normal work day.

Article 13

COMPENSATORY TIME

- A. An employee may have the option to accumulate compensatory time for any extra hours worked in any work week. Compensatory time will be accumulated at the rate of one and one-half hours for each hour worked over 40 hours in any work week in accordance with appropriate State and Federal laws.
- B. For extra hours worked up to a total of 40 hours in one week, compensatory time will be given on a one-for-one basis.
- C. Upon termination, employees are entitled to be paid for accrued compensatory time.

Article 14

HOLIDAYS

- A. All employees shall be given holidays off with pay for the following thirteen (13) days:

Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Friday following
Thanksgiving Day

Christmas Day*
New Year's Day
Martin Luther King Day
Either Lincoln's or Washington's birthday,
as observed by school operation
Good Friday
Memorial Day

*If Christmas falls on a Tuesday, Wednesday, Friday or Saturday, the day before will also be a paid holiday.
If Christmas falls on a Monday, Thursday, or Sunday, the day after will also be a paid holiday.

- B. If a holiday falls on a Saturday or Sunday, another paid holiday, as established according to the BOCES calendar, will be provided.

Article 15

VACATIONS

- A. Class A employees shall be granted paid vacations based upon continuous service as follows:

New employees hired any time between July 1 and June 30 will be eligible, during the second fiscal year, for a prorated number of vacation days. Proration shall be one (1) day per month, to a maximum of eleven (11) days, for each calendar month of employment.

During 3rd, 4th, and 5th fiscal year of continuous service the employee is entitled to eleven (11) days of vacation.

Subsequent vacation schedule throughout pattern of continuous employment:

During 6th fiscal year - 12 days
During 7th fiscal year - 13 days
During 8th fiscal year - 14 days
During 9th fiscal year - 15 days
During 10th fiscal year - 16 days
During 11th fiscal year - 17 days
During 12th fiscal year - 18 days
During 14th fiscal year - 19 days
During 16th fiscal year - 20 days
During 18th fiscal year - 21 days

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2041
2141

- B. Class B employees shall be granted paid vacations based upon continuous service as follows:

New employees hired any time between July 1 and June 30 will be eligible, during the second fiscal year, for a prorated number of vacation days. Proration shall be one (1) day per month, to a maximum of nine (9) days, for each complete calendar month of employment.

During subsequent years of continuous service: Nine (9) days of vacation

- C. Any employee who is laid off, discharged, retired or separated from service of the BOCES for any reason, will be compensated in cash for unused vacation that he/she has accumulated at the time of separation.
- D. In the case of the death of such an employee, payment for unused vacation will be made to his/her estate.
- E. Unused earned vacation, not to exceed ten (10) days, may be carried from one year to the next. /pd
- F. Any requests for vacation of four (4) or more consecutive days for the next fiscal year submitted before January 15th of the present year will be evaluated on the basis of seniority, subject to the needs of the organization. Such requests will be held until January 15th for consideration. Approval or denial will be given within five (5) working days of January 15th.

All other vacation requests will be scheduled subject to the needs of the organization. Approval or denial will be given within five (5) working days.

Article 16

ABSENCES AND LEAVES

A. General

All leaves will be available at the beginning of the fiscal year or at the beginning of employment with the anticipation that the employee works the full fiscal year. If an employee leaves the BOCES organization mid-year, a proration of leaves effective that last day worked will be calculated. In the event that an overusage of the prorated amount of leave exists, the appropriate amount will be deducted from the employee's final paycheck to compensate for the overage.

All employees must give two (2) weeks or ten (10) working days notice prior to termination.

All leaves will be calculated with respect to 1/4, 1/2, 3/4 or full days only.

Upon request of a member of the bargaining unit, the BOCES may, at its discretion, grant a leave of absence without pay for up to one (1) year at a time. Employees will be responsible for payment of the health insurance premiums during the unpaid leave.

B. Sick Leave

Sick leave will be earned at the rate of 1-1/4 days per month worked to a maximum accumulation of 200 days.

Sick days may be utilized for the following reasons:

1. Personal illness, for which the BOCES may require a certificate from a physician for an absence of three (3) or more consecutive days of illness.
2. Illness of a member of the employee's immediate family (father, mother, brother, sister, son, daughter, spouse, or other person with whom the employee resides) to the extent of five (5) days of accumulated sick leave during the fiscal year.
3. Employees who exhaust their sick leave may request an unpaid leave.
4. The express purpose of this provision is to permit employees who are ill an excused paid absence from work. The BOCES reserves the right to discipline and/or deny leave to any employee who abuses the provisions of this Article.

C. Sick Leave Bank

1. Purpose

- a. The sole purpose of the sick leave bank is to provide additional sick days to members who have suffered prolonged catastrophic illness or injury of at least ten (10) consecutive work days and whose accumulated sick leave and vacation has been exhausted.
- b. An employee receiving a grant from the sick leave bank will not have to pay back these days.

2. Membership

- a. Membership is open to all employees covered by this Agreement.
- b. New members will be accepted to the Sick Leave Bank effective October 1, 1990 and every July 1st thereafter. New employees will be given an opportunity to join the bank within the two (2) week period following their first day of employment.
- c. To join the sick leave bank, an employee must fill out a Sick Leave Bank Membership Form by September 15, 1990 or by June 15th of subsequent years.
- d. Two (2) days of accumulated sick leave will be credited to the sick leave bank annually for each member.
- e. Membership will continue from year-to-year without the necessity of filling out a new form.
- f. At least two months prior to the beginning of the fiscal year, a majority vote of the membership may determine that the upcoming annual contribution will be waived except for new members.
- g. The days in the sick leave bank will be member-donated and once these days are donated they are non-refundable.
- h. Members wishing to terminate membership at the end of the fiscal year must do so in writing before June 15th. The letter should be directed to both the Sick Leave Bank Committee and the BOCES business office.

3. Applying for Days

- a. Application for sick leave bank days will be made to the chairperson of the Sick Leave Bank Committee on a Sick Leave Bank Request Form.

- b. To be eligible for sick leave bank utilization, an employee must have exhausted all available sick leave and vacation before sick bank days will be granted.
- c. The employee must have physician's statement when applying for days from the sick leave bank.

4. Committee Composition

- a. The sick leave bank shall be administered by a Sick Leave Bank Committee consisting of four (4) members. Two (2) of the members shall be appointed by DPEA and two (2) by the Superintendent.
- b. The Sick Leave Bank Committee shall develop its own rules of procedure, forms for donation of and application for days, and shall elect its own chairperson.

5. Regulations

- a. Benefits will be granted for catastrophic personal illness, accident, or injury only.
- b. A vote of the majority of the Sick Leave Bank Committee is necessary to approve an application for a grant.
- c. The Sick Leave Bank Committee may allow benefits up to the number of days requested by an employee except that each grant shall not exceed sixty (60) work days. The maximum benefit per catastrophic illness, accident, or injury may not exceed one-hundred twenty work days.

D. Parental Leave

Any employee who is pregnant shall be granted, upon request accompanied by a physician's certificate of pregnancy, an unpaid pregnancy leave for up to twelve (12) consecutive weeks.

The employee must submit requests to BOCES no later than four (4) weeks prior to the anticipated date of delivery. This leave shall be continuous with any sick leave used for pregnancy disability.

Should the individual decide not to return to work on the scheduled return date, she must notify the BOCES at least four (4) weeks prior to that date.

If an employee is unable to perform her duties with the BOCES due to illness or disability due to pregnancy, the employee may utilize sick leave as outlined in this Article. Employees wishing to use sick leave before or after the birth of a child must submit a physician's statement of disability.

Consistent with all other provisions of this Section, any employee who is adopting a child shall be granted, upon request, accompanied by written verification from the adoption agency, an unpaid parental leave for up to twelve (12) consecutive weeks.

E. Personal Leave

NO REASON

All personnel will receive two (2) personal business days. Whenever possible, personal leave will be available upon prior notice to the Superintendent for the following reasons:

1. Required attendance in court.
2. Attendance at a child's, spouse's or own graduation exercise.
3. Attendance at funeral of close friend or relative not in immediate family.
4. Personal presence at a business organization or professional office that cannot be accommodated other than during the employee's regular workday.

5. Legal or business transaction that cannot be done outside of work hours.

6. Religious observance, from a list developed mutually between the Superintendent and DPEA, not accommodated by the normal school calendar.

Personal leave is not intended as an extension of a vacation period or for personal profit, recreation or convenience. Employees should attempt to make medical and dental appointments after the workday or as close to the end of the workday as possible in order to minimize time lost.

F. Emergency Leave

Personnel will receive emergency leave days as per the following schedule:

- Class A employees - 5 emergency leave days
- Class B employees - 4 emergency leave days
- Class C employees - prorated

Emergency leave will be available for death or critical illness in the immediate family. The term "immediate family" will mean parents, parents-in-law, spouse, child, brother, sister or person living in the same household. The term "critical" shall mean that a physician requires the employee at the bedside.

In the event that an employee has no Emergency Leave left, the Superintendent, upon request from the employee, may grant permission to use accumulated sick leave time for death or critical illness in the immediate family.

G. Jury Duty

1. An employee who is required to attend and serve as a juror will be paid the difference between the juror's fee and their regular pay for the time actually lost from work due to such jury duty.
2. It is understood that employees will report back for work at any time when they are free from the responsibilities of jury duty for 3 or more hours before the end of the employee's scheduled work day.
3. Second and third shift employees will be treated like first shift employees with respect to jury duty, if the jury duty extends into their shift.

Article 17

HEALTH, DENTAL INSURANCE AND REIMBURSEMENT

- A. The BOCES will participate in paying the premium for health insurance to the extent of 95 percent for individual coverage and 85 percent for dependent coverage under the Blue Cross/Blue Shield Region Wide Plan, Option 2 or equivalent.

Effective with the signing of this agreement, the co-pay provision for prescriptions shall be three (\$3.00) dollars.

Said plan shall continue the guarantee for disabled employees (up to two [2] years' coverage), retired employees at 50/35 percent participation rate (exclusive of those retirees that accept employment wherein they equal or better health care coverage) and the right to surviving spouse and dependents to be covered through payment of 100 percent of the cost of the plan by said spouse and dependent.

- B. The BOCES will participate in paying the premium for the Foundation Health Plan for health insurance at the percentages described in Section A of this Article, but at a cost no greater than the amounts provided for the Blue Cross/Blue Shield coverage in Section A.
- C. The BOCES will participate in paying the premium for dental insurance to the extent of 95 percent of individual coverage and 85 percent of dependent coverage under Blue Shield Basic and Supplemental Insurance Plan A, or equivalent. Plan A to include riders for prosthetics, orthodontics, and periodontics.

- D. BOCES will reimburse employees for the loss or damage to eye glasses, hearing aids and prosthetic-type devices damaged as a result of the performance of their duties.

E. **INSURANCE DECLINATIONS**

Employees who are eligible but who decline health insurance and/or dental insurance coverage shall receive a one-time salary increase, as shown in the chart below, based on the effective date of the declination:

EMPLOYEE ELIGIBILITY	DECLINE HEALTH INSURANCE (INDIVIDUAL)	DECLINE HEALTH INSURANCE (DEPENDENT)	DECLINE HEALTH INSURANCE BUT ELECT PRE- SCRIPTION PLAN (INDIVIDUAL)	DECLINE HEALTH INSURANCE BUT ELECT PRE- SCRIPTION PLAN (DEPENDENT)	DECLINE DENTAL INSURANCE (INDIVIDUAL)	DECLINE DENTAL INSURANCE (DEPENDENT)
ELIGIBLE FOR INDIVIDUAL COVERAGE ONLY	225	NA	150	NA	15	NA
ELIGIBLE FOR INDIVIDUAL AND DEPENDENT COVERAGE	225	350	150	300	15	35

Employees who elect to take a health insurance, dental insurance and/or prescription plan option after receiving a salary increase under the terms of this Section, shall receive a salary decrease based on the chart above.

Employees who are eligible for health insurance, dental insurance and/or prescription plan may only elect coverage at specified times each year.

Article 18

RETIREMENT

The BOCES will participate in the New York State Employees Retirement Plan 75 I, and the appropriate Teachers Retirement Plan.

Article 19

SENIORITY

- A. In relation to seniority, Civil Service law and Education law will apply.
- B. In reduction of work force, the BOCES will give employees so affected, based on seniority within classification, fifteen (15) days notice of such layoff. The DPEA representatives will receive a copy of said notice.

NEW HIRE

- A. Job openings will be posted, by management, in the Data Processing Division, for ten (10) working days. Any person desiring such position may apply for and be given consideration under the terms of this Article.
- B. Every new hire placed in a position covered by this Agreement must serve a probationary period. The purpose of this period is to allow the immediate supervisor time to evaluate performance of the employee before permanent status is confirmed.

If a probationary employee is to be terminated, he/she will be given prior notification stating the reason for termination, and the probationary employee will have the right to meet with his/her supervisor to discuss the reason. The probationary employee, however, will have no right to the grievance and arbitration procedure as outlined in Article 5.
- C. Certified personnel shall follow those requirements as defined by law.

Article 21

PERSONNEL FILE

- A. Any employee will have the right, upon notice of one (1) working day, to review his/her personnel file in the presence of a BOCES official designated by the Superintendent for that purpose. Upon request, the employee will receive a copy of any document in the personnel folder and may answer anything deemed to be adverse, or which he/she believes to be unjust. All confidential communications from the employee's former employer(s) shall be removed prior to this review.
- B. Material designated for the personnel file will have "cc: Personnel File" placed on that material. Material destined for the employee's file will not be placed in the file until after the employee has been notified that such materials are to be placed in the file.

Article 22

PERSONAL VEHICLE USE AND TRAVEL EXPENSES

- A. Any employee covered by this Agreement who is required by the BOCES and authorized in advance by his/her supervisor to use a personal vehicle in performance of duties on behalf of the BOCES, will be reimbursed for mileage so incurred at the prevailing IRS rate.

Article 23

SAVINGS CLAUSE

- A. This agreement incorporates the entire understanding of the parties on all issues which have been subject to negotiations.
- B. If any article or part thereof of this Agreement, or any addition thereto, should be found in violation of any federal, state, or local law, or its adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of agreement, or any addition thereto, will not be affected.

If such a determination or decision is made, the parties will convene immediately for the purpose of negotiating a satisfactory replacement.

LABOR-MANAGEMENT COMMITTEE

- A. The parties, in order to encourage the greatest degree of cooperation among their respective representatives and among the employees through a full understanding of the respective rights and responsibilities of the Superintendent and the DPEA agree that the Superintendent and the DPEA will each designate two (2) representatives who shall confer, at the request of either party, at mutually convenient times during the term of this agreement.

Article 25

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 26

This agreement entered into by and between the parties this 7th day of September, is the full and complete contract and shall be in effect through June 30, 1993.

Elizabeth P. Honorato
Witness

James E. Moody
Witness

James A. Haley
District Superintendent

An Marie Battaglene
Association Representative

E
Association Representative

September 7, 1990
Date