

Collective Bargaining Agreement Addendum

This Agreement (“MOA”) by and between the Broome-Tioga-Delaware Board of Cooperative Educational Services (“BOCES”) and the Information Technology Professionals Association (“Association”) herein collectively referred to as the “Parties” sets forth the following changes to the 2022 – 2026 Collective Bargaining Agreement between the Parties:

Article 1.D. Collective Bargaining Unit shall read:

For the purposes of this Collective Bargaining Agreement (“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:

Associate Coordinator – Managed Services – Level 1
Associate Coordinator – Managed Services – Level 2
Associate Coordinator – Managed Services – Level 3
Associate Coordinator for Data Security and Privacy – Level 1
Associate Coordinator for Data Security and Privacy – Level 2
Associate Coordinator for Data Security and Privacy – Level 3
Business Analyst (BOCES) – Level 1
Business Analyst (BOCES) – Level 2
Business Analyst (BOCES) – Level 3
Computer Programmer – Level 1
Computer Programmer – Level 2
Computer Programmer – Level 3
Computer Programmer/Analyst – Level 1
Computer Programmer/Analyst – Level 2
Computer Programmer/Analyst – Level 3
Computer Services Coordinator – Level 1
Computer Services Coordinator – Level 2
Computer Services Coordinator – Level 3
Data Analyst – Level 1
Data Analyst – Level 2
Data Analyst – Level 3
Data Visualization Specialist – Level 1
Data Visualization Specialist – Level 2
Data Visualization Specialist – Level 3
Data Security and Privacy Coordinator – Level 1
Data Security and Privacy Coordinator – Level 2
Data Security and Privacy Coordinator – Level 3
Engineer – IT Level 1
Engineer – IT Level 2
Engineer – IT Level 3
Graphics Assistant – Level 1
Graphics Assistant – Level 2
Graphics Assistant – Level 3
Information Technology Assistant (BOCES)

Information Technology Project Coordinator – Level 1

Information Technology Project Coordinator – Level 2

Information Technology Project Coordinator – Level 3

IT Specialist – Level 1

IT Specialist – Level 2

IT Specialist – Level 3

Library Automation Specialist – Level 1

Library Automation Specialist – Level 2

Library Automation Specialist – Level 3

Microcomputer Specialist

Network Engineer – Level 1

Network Engineer – Level 2

Network Engineer – Level 3

Network Specialist – Level 1

Network Specialist – Level 2

Network Specialist – Level 3

PC/LAN Technician – Level 1

PC/LAN Technician – Level 2

PC/LAN Technician – Level 3

Photographer/Videographer – Level 1

Photographer/Videographer – Level 2

Photographer/Videographer – Level 3

Software Support Specialist – Level 1

Software Support Specialist – Level 2

Software Support Specialist – Level 3

Systems Training Assistant – Level 1

Systems Training Assistant – Level 2

Systems Training Assistant – Level 3

Web Application Developer – Level 1

Web Application Developer – Level 2

Web Application Developer – Level 3

Website Coordinator – Level 1

Website Coordinator – Level 2

Website Coordinator – Level 3

Article 1.E. shall read:

Employees typically work thirty-nine (39) hours per week, twelve (12) months per year and will be eligible to receive full benefits as described in this Agreement. The standard workday, for New York State Retirement reporting purposes only, is seven point eight (7.8) hours per day. No employee will work less than twenty (20) hours per week on a regularly salaried basis and any employee so described shall receive prorated salary and prorated benefits.

Article 4.D. shall read:

It is the right of any employee to request that an ITPA representative accompany them to any meeting.

Article 6.B. Procedure shall read:

Stage 1 – Supervisor

Any member can meet with **their** supervisor to address any contractual question or concern. Said meeting will take place within eight (8) working days from the meeting request unless otherwise arranged. The supervisor will upon request provide a document summarizing the meeting details and discussion.

Stage 2 – CBT Level 1

A grievance must be initiated by the Association within forty (40) days of when it first knew or should have known that an event occurred. The Association will include on the printed agenda distributed prior to the CBT meeting “Grievance CBT Level 1” along with a written summary (see Appendix A) setting forth the specific nature of the grievance. Initial discussion about the particulars of the grievance will occur during this meeting.

Stage 2 – CBT Level 2

Not less than five (5) days prior to the next scheduled CBT meeting the District will respond in writing with its findings, determination and any redress or settlement.

Stage 3 – District Superintendent

Within ten (10) days after the District issued its determination above, the Association may submit a written statement to the Superintendent setting forth the specific (and amended if necessary) nature of the grievance, and why the determination of Level 2 was unsatisfactory.

The Superintendent or **their** designee will meet with **the** Association within eight (8) days of receipt of the written statement. Within eight (8) days after the hearing, the Superintendent or **their** designee will answer the grievance in writing.

Stage 4 – Arbitration

1. If the grievance remains unresolved after the Superintendent’s answer, the Association may submit said grievance in writing to the American Arbitration Association within ten (10) days following receipt of the Level 3 answer. The Association will provide a copy of said arbitration demand to the Superintendent. The Arbitration shall be under the AAA Voluntary Rules.
2. The decision of the arbitrator will be final and binding on all parties.
3. 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 the law.
4. The AAA expenses of the arbitration will be shared equally by the ITPA and the BOCES.

Article 6.D. Purpose shall read:

1. 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.
2. All processing of grievances shall be done after work hours, unless approved by the Superintendent or **their** designee.
3. Any person to whom the 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.

Article 9 Job Title and Minimum Salaries (*Grades 1, 2, 7, 8, 9 and 10 are unchanged by this MOA*) shall read:

GRADE 3

Computer Programmer – Level 1
Graphics Assistant – Level 1
Library Automation Specialist – Level 2
Microcomputer Specialist
PC/LAN Technician – Level 2
Photographer/Videographer – Level 1
Software Support Specialist – Level 2
Systems Training Assistant – Level 2
Website Coordinator – Level 1

GRADE 4

Computer Programmer – Level 2
Computer Programmer / Analyst – Level 1
Data Visualization Specialist (BOCES) - Level 1
Graphics Assistant – Level 2
IT Specialist – Level 1
Library Automation Specialist – Level 3
Network Specialist – Level 1
PC/LAN Technician – Level 3
Photographer/Videographer – Level 2
Software Support Specialist – Level 3
System Training Assistant – Level 3
Web Application Developer – Level 1
Website Coordinator – Level 2

GRADE 5

Associate Coordinator – Managed Services – Level 1
Associate Coordinator for Data Security and Privacy – Level 1
Business Analyst (BOCES) - Level 1
Computer Programmer – Level 3
Computer Programmer / Analyst – Level 2
Data Analyst (BOCES) - Level 1
Data Visualization Specialist (BOCES) - Level 2
Graphics Assistant – Level 3
IT Specialist – Level 2
Network Specialist – Level 2
Photographer/Videographer – Level 3
Web Application Developer – Level 2
Website Coordinator – Level 3

GRADE 6

Associate Coordinator – Managed Services – Level 2
Associate Coordinator for Data Security and Privacy – Level 2
Business Analyst (BOCES) - Level 2
Computer Programmer / Analyst – Level 3
Computer Services Coordinator – Level 1
Data Analyst (BOCES) - Level 2
Data Visualization Specialist (BOCES) - Level 3

Engineer IT (BOCES) - Level 1

IT Specialist – Level 3

Network Engineer – Level 1

Network Specialist – Level 3

Web Application Developer – Level 3

Article 12 Hazard Days shall read:

1. Members that do not have an existing telecommuting agreement in place will not be required to report to work during a travel ban that has been announced by the Sheriff or County Executive which prohibits vehicular travel for the county in which the employee lives or works at the time of the event. Members with an active telecommuting agreement in place will be required to work during a travel ban that has been announced by the Sheriff or County Executive. Historical reference refers to MOU #6, January 26, 1996.
2. Emergency Leave for Telecommuting and non-Telecommuting Members:
 - a. In the event of an emergency due to weather or unforeseen situations (such as power outage, facility issue, etc.), the District Superintendent (or their designee) may designate such day(s), specific time period(s) and/or specific locations as an “Emergency Telecommuting” day or time period. At the time of the emergency, all members that have existing telecommuting agreements in place between the employee, their supervisor, and the bargaining unit are expected to work their normal schedule as per their agreement. Members that are not eligible for telecommuting and do not have a telecommuting agreement in place at the time of the “Emergency Telecommuting” day or time period will be granted emergency leave time without being required to use personal, sick, or vacation time.
 - b. If there is a significant emergency, the District Superintendent (or their designee) may designate such day(s) and/or specific time period(s) as a “Complete Closure.” A Complete Closure means telecommuters and non-telecommuters will be granted emergency leave time and members will not be required to use personal, sick, or vacation time. Essential staff that are required to work will be paid according to Article 13.D.

Article 13 Overtime shall read:

- 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 forty (40) hours in any work week. Any holiday defined in Article 15.A. counts as a full day of work towards the forty (40) hours.
- D. When an employee is called in to work on their day off, they will be guaranteed three (3) hours pay for an onsite visit and one (1) hour pay for telecommuting at the applicable overtime rate. This will apply when the employee is specifically required to work on their day off or is called to come into work for an

emergency or problem situation, on their day off. An employee's day off is defined as a day they are 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 an employee represented by the Association to travel overnight in the performance of their duties, the employee will be compensated, in overtime or compensatory time excluding mealtime, for all time spent in travel beyond their normal workday.

Article 14 Compensatory Time shall read:

- A. An employee may have the option to accumulate compensatory time when approved in advance by the employee's immediate manager 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 forty (40) hours in any work week in accordance with the appropriate State and Federal laws. Any holiday defined in Article 15.A. counts as a full day of work towards the forty (40) hours.
- B. For extra hours worked up to a total of forty (40) hours in one week, compensatory time will be accumulated on a one-for-one basis.
- C. Upon termination, employees are entitled to be paid for accrued compensatory time.
- D. Unused accrued compensatory time will be paid out at the end of each fiscal year or earlier upon request by the member. Any members that are in their first fiscal year of employment will have the compensatory time rolled over unless requested to be paid out by the member prior to the fiscal rollover process.

Article 15 Holidays shall read:

- A. All employees shall be given holiday off with pay for the following fourteen (14) days:

| | |
|------------------------|-----------------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Day | Veterans Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Friday following Thanksgiving Day |
| Juneteenth | Christmas Day (2)* |
| Independence Day | |

| If Christmas falls on | Paid Holiday |
|-----------------------|------------------------------|
| Sunday | Friday Before – Monday After |
| Monday | Monday-Tuesday |
| Tuesday | Monday-Tuesday |
| Wednesday | Tuesday-Wednesday |
| Thursday | Thursday-Friday |
| Friday | Thursday-Friday |

Saturday

Friday Before – Monday After

B. If a federal holiday (other than Christmas) falls on a Saturday it is observed on Friday. If it falls on Sunday it is observed on Monday. If Juneteenth falls on a Saturday it is not observed. If it falls on a Sunday it is observed the following Monday.

C. There may be instances where the observance of holidays for employees differs from component school district calendars and employees may be needed to work. When this occurs, the employee will be credited with the holiday pay plus the rate of time and one-half.

Article 16 Vacations shall read:

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 and 13th fiscal year - 18 days
- During 14th and 15th fiscal year - 19 days
- During 16th and 17th fiscal year - 20 days
- During 18th and subsequent fiscal years - 21 days

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 they have accumulated at the time of separation.

- B. In the case of the death of such an employee, payment for unused vacation will be made to their estate.
- C. Unused earned vacation, not to exceed ten (10) days, may be carried from one year to the next.
- D. All vacation requests will be scheduled subject to the needs of the organization. Any vacation requests of greater than five (5) consecutive workdays must be submitted for approval no later than forty-five (45) calendar days in advance. Approval or denial will be given within five (5) working days.

Article 17.F. Bereavement Leave shall read:

A. Up to five (5) days bereavement leave, applicable twice during any fiscal year, will be granted for death of a family member. An employee is expected to provide management with written and reasonable notice of impending bereavement leave. Reasonable notice for this paragraph shall mean as much notice as possible with the intent of balancing the urgency for the employee and the obligations for the employer.

B. For purposes of bereavement leave, the definition of family member includes:

- Spouses/Domestic partners
- Parents and Spouse's Parents or legal guardians
- Children (biological, adopted, foster or stepchild) and their spouses
- Siblings and their spouses
- Grandchildren and their spouses
- Grandparents or spouse's grandparents

Article 17.B. Sick Leave shall read:

Sick leave will be earned at the rate of one and one quarter (1 ¼) days per month worked, credited on July 1st, up to a maximum accumulation of three hundred (300) days. Sick days may be utilized for the following reasons:

1. Any illness or injury, for which the BOCES may require a certificate from a physician for an absence of three (3) or more consecutive days of illness.
2. Employees who exhaust their sick leave may request an unpaid leave.
3. The express purpose of this provision is to permit an excused paid absence from work for any illness or injury. The BOCES reserves the right to discipline and/or deny leave to any employee who abuses the provisions of this Article.

When a Bargaining Unit Member either resigns or is terminated from active service, any accumulated sick leave balance shall be transferred to the sick leave bank. Should BOCES compensate an employee for their unused sick leave said accumulated leave will not transfer to the sick leave bank. When a Bargaining Unit Member retires from active service, BOCES will compensate the member for their unused sick leave in accordance with Article 19.B. Any days above and beyond those allowed as per Article 19.B. will be transferred to the sick bank.

Article 17.C.2.c. shall read:

- C. New employees covered by this agreement will be given an opportunity to join the bank within the two (2) week period following their first day of employment as a new ITPA member. If a member wishes to enroll after this time, they will be considered a new member and Article 17, 2b will apply.

Article 17.C.2.j. shall read:

- j. 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 Human Resources Administrator. If a member wishes to re-enroll, they will be considered a new member and Article 17, 2b will apply.

Article 18.C. shall be re-lettered as follows:

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

Article 19.B. shall read:

- B. Each bargaining unit member who retires after July 1, 2022 will be eligible for an award of money. This award shall be eighty-five (\$85) dollars times the number of unused sick days the bargaining unit member has **accrued up** to a limit of three hundred (300) days. Such contribution will be made to a 403(b) program able to accept employer contributions as defined in the Internal Revenue Code.

Early Retirement Notice Incentive

A Retirement An Early Retirement Notice Incentive will be paid **if to** the retiring employee **that who** has worked consecutively at BT BOCES for more than ten (10) years and who provides at least six (6) months advance notice in writing to the Board Clerk **will receive in the amount of** five thousand (\$5,000) dollars. Such contributions will be made to a 403(b) program able to accept employer contributions as defined in the Internal Revenue Code.

Article 19.C.2.B. shall read:

For all members in the New York State Teachers Retirement System (“TRS”) with a membership date in the TRS on or after June 17, 1971, and for all members in the **New York State and Local Employees Retirement System** regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the **Contribution Limit**, such excess shall be reallocated to the Employee the following year as an employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after **the** year of the Employee’s employment severance, until such time as the employer Non-elective contribution is fully deposited into the Employee’s 403(b) account. In no case shall the Employer **Non-elective Contribution** exceed the Contribution Limit of the *Internal Revenue Code*.

Article 19.C.5. shall read:

This **Article** shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.

Article 19.C.6. shall read:

This **Article** shall further be subject to the approval of the 403(b) Provider, which shall review the **Article** solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company (“ILIAC”) agrees to provide the Employer with ILIAC’s standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.

Article 21.B. shall read:

- 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, they will be given prior notification stating the reason for termination, and the probationary employee will have the right to meet with their supervisor to discuss the reason.

Article 22.A. shall read:

- A. Any employee will have the right, upon notice of one (1) working day, to review their 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 they deem to be adverse or unjust. All confidential communications from the employee's former employer(s) shall be removed prior to this review.

Article 23 Personal Vehicle Use and Travel Expenses shall read:

Any employee covered by this Agreement who is required by the BOCES and authorized in advance by their 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.

SIGNATURES:

For the BOCES

DATE

For the ASSOCIATION

DATE

For the ASSOCIATION

DATE