

AGREEMENT

BETWEEN

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

AND

BOCES UNITED SUPPORT STAFF

July 1, 2017 - June 30, 2021

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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 BOCES United Support Staff ("Association") as the exclusive bargaining representative for employees in the following unit:

Included: All full-time, part-time employees and regular/long term substitutes in the following titles of:

Bus Driver, Full-Time Substitute Bus Driver, Part-Time Substitute Driver, Bus Attendant, Bus Mechanic, Cleaner, Custodial Assistant, Laborer, Maintenance Mechanic I, Maintenance Mechanic II, Maintenance Mechanic III, School Sentry I, School Sentry II, Food Service Helper, Assistant Cook Manager, Cook Manager, Groundskeeper and Head Groundskeeper. A regular/long-term substitute is an employee who is employed for more than 60 consecutive days in the same assignment.

Excluded: All other employees.

Upon submission of a new job title within the general job classifications of the BUSS bargaining unit to the Civil Service Commission, the Director of Human Resources will notify the Association President. Any disagreement regarding whether a position should be included in the unit will be determined by PERB.

ARTICLE 2 ASSOCIATION RIGHTS

Section 1. Dues Deduction

The Board agrees to deduct dues from the salary of unit members and to transmit such money 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 money so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability thereof. 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 the current collective bargaining agreement to each new employee who is a member of the bargaining unit. Upon ratification, the BOCES agrees to make available a paper copy of this Agreement for distribution by the BOCES United Support Staff to each member of the bargaining unit.

BOCES will make the collective bargaining agreement available on the BOCES website.

The unit president may request additional paper copies of the collective bargaining agreement as needed.

Section 2. VOTE-COPE/Member Benefits Trust

The BOCES agrees to deduct from the pay of each unit member payments to the NYSUT Member Benefits Trust 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 MANAGEMENT'S 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 4
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 component districts. The parties are interested in helping to insure a successful school experience for all the participants in our programs.

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.

**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 Association to represent the aggrieved employee(s) and 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 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. Unless otherwise specified, all days under this provision shall refer to school days.
- 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 Unit members shall not discuss or process grievances during work time.
- 2.5 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 or the President of the Association or his/her designee.
- 2.6 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 and the Association Representative within five (5) school days after the grievance has been presented to him/her. A grievance must be submitted at this stage within fifteen (15) school 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) If the grievance is denied at Stage 1, 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 Superintendent of Schools shall be made within ten (10) school days of the receipt of the facts relating to the grievance to the

aggrieved party and the Association Representative. Election of an alternative course of action (such as a settlement) or remedy prior to the submission of a grievance at this stage shall be considered 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 Association may submit the grievance to arbitration by submitting a written notice to the District Superintendent of Schools within seven (7) school days of the Stage 2 determination.

If the parties are unable to agree upon an arbitrator within ten (10) school days after written notice of submission to arbitration, a request for a 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, except for each party's ability to challenge the award under New York State law.
7. The fees and expenses of the Arbitrator and the cost 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.

ARTICLE 6 LEAVES

Section 1. Sick Leave

- 1.1 On July 1 of each work year, each unit member will be granted sick leave day's 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. Unused leave days in the following amounts shall be carried over to the next school year: fifteen (15) days for 10 month employees, sixteen (16) days for 11 month employees and seventeen (17) days for 12 month employees. 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.
- 1.2 Unused sick leave days may accumulate from year to year to a maximum of two hundred and fifty (250) days in 2014-15, two hundred and seventy-five (275) days in 2015-16, and two hundred and seventy-five (275) days in 2016-17 to be used for personal illness. Unit members are encouraged to bank sick days in order to build their own short-term disability bank.
- 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 sick leave may be deducted from future years' sick leave accumulations.
- 1.4 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.

- 1.5 Notice of accumulated sick leave days: Members will be notified in writing of accumulated sick and personal days in the second paycheck of each month.
- 1.6 The minimal use of sick leave will be two hours.
- 1.7 Attendance Incentive

In each year of the agreement, 10, 11, and 12-month full-time employees will receive an attendance incentive based on the prior year's attendance record, according to the chart below.

No sick days used*	\$150
Up to one sick day used*	\$100
Up to two sick days used*	\$50

*Unless there is a mandate to stay home because of a Health Department order, documentation must validate this mandate.

The prior year's attendance record shall be measured from July 1 – June 30. Sick days used during ESY and any "No Pay Days" (unless a "No Pay Day" is approved by the District Superintendent or his/her designee) will count towards sick days used for purposes of the attendance incentive.

- 1.8 Two-Hour Sick Leave: 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 72 hours' notice of medical appointment when electing to take sick leave in 2-hour increments. Unit members are required to complete a 2-Hour Medical/Dental Request Form and submit a receipt to Human Resources to support appointment within five (5) school days. The 72 hours' notice may be waived by Supervisor.

Section 2. Credit for Unused Sick Days

- 1. Effective July 1, 2008, retirees shall be paid twenty dollars (\$20.00) for every unused sick day accumulated up to and including their final year of service (Maximum of two hundred and fifty (250) days in 2014-15, two hundred and seventy-five (275) days in 2015-16, and two hundred and seventy-five (275) days in 2016-17). Retirees shall be defined as individuals who retire meeting the eligibility requirements from the New York State Employees'

Retirement System. Payment will be made in one (1) lump sum and shall be deposited into an employer sponsored 403(b) account within a reasonable period following retirement.

2. 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.
3. Effective July 1, 2017, 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 275 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 275 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 3. Personal Business Leave

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.
2. Personal leave is leave, which shall be available 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 BOCES, 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 recess. However, an employee must have a reason, which conforms to this section.

3. Persons taking personal business days on the day before a holiday or recess begins, or on the day after the holiday or recess ends, must have approval of the District Superintendent or his/her designee. A specific reason must be attached to the personal day request form; thereafter, a determination will be sent to the member notifying him/her of the approval/disapproval.
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 two hundred and fifty (250) days in 2014-15, two hundred and seventy-five (275) days in 2015-16, and two hundred and seventy-five (275) days in 2016-17.
5. The minimal use of personal leave is one-half day.

Section 4. 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 the 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 as 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 5. Family and Medical Leave Act (FMLA)

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

Section 6. Other Leaves

Upon request by a unit member, the District Superintendent may, at his/her 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 7. Worker's Compensation

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.
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 8. Proration of Sick and Personal Leave

1. Unit members who commence work following the start of their normal work year (10, 11 or 12 months) shall have their sick and personal days prorated in accordance with the number of months worked.
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 work day. 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 work day.

Section 9. Jury Duty

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

Section 10. Death in the Immediate Family

1. A unit member may be absent without loss of pay for not more than five (5) days per death, when a death occurs in the immediate family.
2. Such allowances for death in the family are not accumulative.
3. The immediate family is defined as: spouse, child, parent, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, domestic partner as in Article 8, Section 1.4, step parent, step child, and 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.
4. A unit member may be absent without loss of pay to attend the funeral of a relative or friend. Such absence without the loss of pay shall not exceed one (1) day, per death.

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

**ARTICLE 7
VACATIONS AND HOLIDAYS**

Section 1. Vacations

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

- 1.1 Effective July 1, 2014, upon employment unit members will be eligible for ten (10) vacation days (prorated if employment begins after July 1st).
- 1.2 Employees hired before July 1, 2014 shall keep their accrued vacation days and will receive payment for unused days at their last per diem rate upon resignation or retirement.
- 1.3 Each subsequent year, on July 1st, the employee shall receive ten (10) days' vacation per year. 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.
- 1.4 After three (3) full fiscal years of service, unit members will be granted vacation days as per the schedule below on July 1st:

Completion of 3 full fiscal years through 6 full fiscal years	15 days
Completion of 7 full fiscal years	16 days
Completion of 8 full fiscal years	17 days
Completion of 9 full fiscal years	18 days
Completion of 10 full fiscal years	19 days
Completion of 11 full fiscal years through 12 full fiscal years	20 days
Completion of 13 full fiscal years	21 days
Completion of 14 full fiscal years	22 days
Completion of 15 full fiscal years or more	23 days

- 1.5 If a BOCES unit member is hired into a twelve month unit position, his or her 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.

- 1.6 A total of 5 earned but unused vacation days may be carried over for a maximum of one year from July 1st. Exceptional circumstances will be considered.
- 1.7 There shall be no pay in lieu of earned but unused vacation days.
- 1.8 Vacation time shall be paid at the employee's regular rate of pay.

Section 2. Holidays

Holidays: 10-month employees shall receive 10 paid holidays, 11-month employees shall receive 11 paid holidays, and 12-month employees shall receive 12 paid holidays as set forth on the BOCES calendar.

ARTICLE 8 INSURANCE

Section 1. Medical Insurance

- 1.1 Effective September 1, 2014 BOCES will pay 88% of the premium cost of the RASHP2 Blue Point 2 Value (\$20 copay) plan (the Base Plan) for full-time unit members. The employee shall contribute 12% of the premium cost based on full-time employment. Full-time unit members may select other RASHP2 plans and BOCES will pay the premium costs for the selected plan up to 88% of the RASHP 2 Blue Point 2 Value plan. The unit member will pay the difference between the BOCES contribution and the total premium cost for the plan. Effective July 1, 2015 BOCES will pay 85% of the premium cost of the RASHP2 Blue Point 2 Value plan (the Base Plan) for full-time unit members. The unit member will pay 15% of the premium cost based on full-time employment. All full-time unit members who select the RASHP 2 Blue Point 2 Value Plan will receive \$500.00 annually from the BOCES that will be placed into a 105 plan consistent with IRS rules. All full-time unit members who select the RASHP 2 Blue Point 2 Select Plan will receive \$400.00 annually from the BOCES that will be placed into a 105 plan consistent with IRS rules.

- 1.2 Unit members may select other RASHP2 plans. The RASHP 2 Value Plan will be considered the base plan. If another plan is selected, the unit member will pay the difference between the BOCES contribution for the base plan and the total premium cost of the plan selected. If the plan is less than the BOCES contribution for the base plan, the member will have no contribution to the selected plan.
- 1.3 Part-time unit members are eligible for prorated health insurance contributions based upon the percentage of time worked.
- 1.4 Full-time unit members who elect not to take health insurance from the BOCES for the entire calendar year and who are not covered under another employee's plan will receive an annual stipend of \$400.00, 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 during the calendar year, the stipend will be pro-rated accordingly.
- 1.5 Domestic partners are eligible for health insurance coverage as provided under BOCES policy. A domestic partner affidavit must be presented to the Human Resources Department.

Section 2. Retiree Health Insurance

Unit members who were full-time employees as of July 1, 2008 who are eligible for retiree health insurance and who retire after September 1, 2014, will be provided health care insurance from among the plans available to active BOCES employees. The employer contribution is based upon the Base Plan offered to active employees. All health care premiums for full-time employees as of July 1, 2008 who retire from BOCES meeting the eligibility requirements for retirement from the Employee's Retirement System will be paid by BOCES according to the following schedule:

YEARS OF SERVICE WITH BOCES	EMPLOYER CONTRIBUTION	EMPLOYEE CONTRIBUTION
15 YEARS	42.50% of Base Plan premium amount	57.50%
16 YEARS	51.00% of Base Plan premium amount	49.00%
17 YEARS	59.50% of Base Plan premium amount	40.50%
18 YEARS	68.00% of Base Plan premium amount	32.00%
19 YEARS	76.50% of Base Plan premium amount	23.50%
20 YEARS	85.00% of Base Plan premium amount	15.00%

Unit members who were full-time employees hired after July 1, 2008 who are eligible for retiree health insurance will be provided health care insurance from among the plans available to active BOCES employees. All health care premiums for full-time employees hired after July 1, 2008 who retire from BOCES meeting the eligibility requirements for retirement from the Employee's Retirement System will be paid by BOCES according to the following schedule:

20 YEARS	50.00% of Base Plan premium amount	50.00%
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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.

Section 4. Retiree Dental Insurance

Those full-time unit members as of July 1, 2008 are eligible for retiree dental insurance as set forth below. Any full-time employees who retire from BOCES meeting the eligibility requirements for retirement from the Employee's Retirement System will be entitled to participate in the BOCES dental insurance plan. 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.

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. 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. The schedule of dental care benefits will be amended to provide coverage for dependent students up to age 23.

Section 5. Alternative Carrier

BOCES 1 reserves the right to select an alternative carrier for health or dental insurance subject to a BUSS determination that the 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"), the Health Care and Education Reconciliation Act of 2010 ("HCERA") and/or any other legislation, rule, or regulation impact in any way the health insurance plans, costs or benefits provided for in this Agreement, the BOCES may immediately reopen negotiations on the issue of health care, upon ten (10) calendar days prior notice. The parties hereby agree that pending negotiations, the BOCES may implement changes as necessary to comply with federal and/or state laws, rules, and regulations and/or to avoid or eliminate penalties, potential penalties, or taxes.

**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.

Section 3. Salaries

- 3.1 For the 2017-18 school year beginning on July 1, 2017 all returning unit members from the previous school year will receive a base salary increase of 1% and \$.60 or a minimum of 3.2%, whichever is greater.
- 3.2 For the 2018-19 school year beginning on July 1, 2018 all returning unit members from the previous school year will receive a base salary increase of 1% and \$.60 or a minimum of 3.2%, whichever is greater.
- 3.3 For the 2019-20 school year beginning on July 1, 2019 all returning unit all members from the previous school year will receive a base salary increase of .85% plus \$.60 or a minimum 3.2%, whichever is greater.
- 3.4 For the 2020-21 school year beginning on July 1, 2020 all returning unit members from the previous school year will receive a base salary increase of \$.60 or a minimum of 3.0%, whichever is greater.
- 3.5 Salary placement by each unit member shall be retained at the expiration of this Agreement until the terms of a successor agreement are agreed upon.

3.6 Minimum Starting Hourly Rates July 1, 2017 – June 30, 2021

Title	Eff. July 1, 2017	Eff. July 1, 2018	Eff. July 1, 2019	Eff. July 1, 2020
Bus Driver with no experience (including LTS)	\$12.00	\$12.50	\$12.89	\$13.32
Bus Driver with bus driving experience	\$12.25	\$12.75	\$13.14	\$13.57
Bus Attendant	\$10.40	\$11.10	\$11.80	\$12.50
Bus Mechanic	\$15.30	\$15.49	\$15.96	\$16.42
Cleaner	\$10.40	\$11.10	\$11.80	\$12.50
Custodial Assistant	\$11.43	\$12.16	\$12.83	\$13.53
Maintenance Mechanic I	\$15.03	\$15.49	\$15.96	\$16.42
Maintenance Mechanic II	\$14.00	\$14.45	\$14.91	\$15.36
Maintenance Mechanic III	\$12.97	\$13.42	\$13.87	\$14.32
School Sentry I	\$13.42	\$13.72	\$14.29	\$14.87
School Sentry II	\$12.11	\$12.68	\$13.25	\$13.92
Food Service Helper	\$10.40	\$11.10	\$11.80	\$12.50
Cook Manager	\$11.50	\$12.11	\$12.79	\$13.49
Assistant Cook Manager	\$10.48	\$11.18	\$11.88	\$12.60
Groundskeeper	\$10.40	\$11.10	\$11.80	\$12.50
Head Groundskeeper	\$12.07	\$12.68	\$13.25	\$13.92
Laborer	\$10.40	\$11.10	\$11.80	\$12.50

- BOCES may increase these rates as business need requires in order to continue to attract and retain highly qualified employees and will apply that increase to all current unit members in the affected title.

- 3.7 Drivers who are assigned to train new drivers shall receive an extra \$1.00 per hour for hours worked training new drivers. If the Assistant Cook Manager substitutes for the Cook Manager, he/she will receive an additional \$2.00 per hour for hours worked as the Cook Manager.
- 3.8 The Director of Human Resources shall establish the rate for employees who return to BOCES after a break in service.
- 3.9 Unit members hired after July 1, 2014 who do not work a consistent number of hours per week must be paid on timesheet.
- 4.0 Drivers and attendants assigned to wheelchair buses will be paid an additional 25 cents per hour.
- 4.1 New hires starting at minimum wage in each respective year will progress through the wage chart.

	2017-2018	2018-2019	2019-20	2020-2021
NYS Minimum Wage	10.40	11.10	11.80	12.50
	<i>*10.44</i>	11.14	11.84	12.54
		<i>11.18</i>	11.88	12.58
			<i>11.92</i>	12.62
				<i>12.66</i>

New hires in each respective year will progress through the wage chart. The purpose of this chart is to ensure that the wages of returning unit members are never outpaced by new hires in the same title. This pay chart sunsets after the 2020-21 school year and will not be carried forward.

* This represents employees hired in the 2016-17 school year at the minimum wage.

Section 4. Longevity

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

5 through 9 years	-	\$200
10 through 14 years-		\$400
15 years plus	-	\$600

The longevity award will be given to eligible employees in a single payment on the last payroll date of August.

Section 5. Promotional Increase

If a unit member is promoted to a higher rated position, he/she shall receive a promotional increase.

Section 6. Overtime

In order to be eligible for payment, all overtime must be approved in advance.

Section 7. Emergency Call in's/Building Checks for Operations and Maintenance Staff and Security Staff

- 7.1 When operations, maintenance and/or security staff are called in to work for any reason when he/she is not normally scheduled, he/she will receive compensation equal to three (3) hours wages, or compensation for actual hours worked at time and one half, whichever is greater. This includes weekend work.
- 7.2 When operations, maintenance and/or security staff are required to work on an emergency day or a holiday they will be compensated at time and one half, plus their regular pay for the emergency day or holiday. Compensation will be equal to three (3) hours wages or compensation for actual hours worked, whichever is greater.
- 7.3 Cross training will be provided for association members per Article 13 - Section 15 Professional Development and In-service for Unit Members.
- 7.4 **Emergency day pay for all other Association Members**
When all BOCES facilities are closed for an emergency closing day and a unit member still performs the duties of their job, the unit member will receive time and one half for hours worked plus their regular pay for the emergency day.

Section 8. Safety Shoes and Equipment

BOCES-supplied safety shoes, uniforms, and equipment must be purchased using a BOCES Purchase Order (PO) and must be worn at all times during work hours. Unit members who are required to but who do not wear BOCES-supplied safety shoes, uniforms, and equipment at all times during work hours may be asked to reimburse BOCES for the cost.

Maintenance mechanics, bus mechanics, and laborers will receive \$200.00 annually for the purchase of safety footwear and shoe caps plus any purchasing discount that may apply.

Food service employees will receive \$50.00 annually for the purchase of safety footwear, plus any purchasing discount that may apply. Food service workers will also receive three (3) aprons annually, if needed (unit member may choose full or half apron).

New Security Staff members will receive: 1 summer, 1 winter, 1 fleece jacket, 5 long sleeve shirts, 5 short sleeve shirts, and 5 summer shirts.

Cleaners/laborers/groundskeepers/maintenance and all others regularly assigned outside duties will receive the following every five (5) years or as approved by supervisor: 1 Carhart jacket with hood, 1 pair of Carhart bib overalls, 2 hooded sweatshirts, 2 pairs of gloves, and 1 pair of yellow rubber boots.

Safety glasses, as recommended by OSHA, will be provided by BOCES for all unit members required to wear them as part of their job responsibilities.

Upon separation from BOCES employment the employee will return the uniforms/equipment that were issued by BOCES.

Workplace attire and grooming must be neat, clean and appropriate for the work being performed and the setting in which the work is performed. For example, clothing that is ripped, torn, or otherwise inappropriate is not acceptable.

The Association shall have a permanent seat on the BOCES' wide Health and Safety committee. A specific form shall be developed to document safety issues or unit members concerns for submission to the Health and Safety Committee.

Section 9. Shift Differential

Unit members in maintenance or security positions will receive an additional \$.45 per hour when assigned to work the 3:00 p.m. to 11:00 p.m. shift and an additional \$.60 per hour when assigned to work the 11:00 p.m. to 7:00 a.m. shift.

Section 10. Food Service Minimum Pay

If a food service unit member reports for work and is then sent home, he/she will receive compensation equal to one-half (1/2) days' wages or compensation for actual hours worked, whichever is greater.

ARTICLE 10 TRANSFER AND VACANCY

Section 1. 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, hours, location and work day.

Section 2. Transfer

Unit members, if qualified, may request a transfer to another unit position and will be given first consideration. A transfer is defined as moving to a unit position which is equal in job category or below. The unit member who transfers relinquishes rights to the previously held position except as specified by Civil Service Law.

Section 3. Probationary Period

Prior to starting work, unit members must attend orientation and complete payroll papers. Within thirty (30) days of hire unit members must attend an orientation.

ARTICLE 11 PERSONNEL FILES

A member 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 for a mutually convenient time during which the review of their file will occur.

**ARTICLE 12
RELEASE TIME**

It is agreed that the person holding the office of the President of the Association (or his/her designated representative) shall be granted up to five (5) days, or its equivalent, during the school year to attend conferences or meetings of NYSUT or its affiliates. Such release time shall be charged to school business.

An acceptable distribution of release time for the Association President (or his/her designated representative) shall be approved by the appropriate Supervisor and the BOCES Superintendent.

It is agreed that the person holding the office of President of the Association shall be released from duties equivalent to four hours per week to attend meetings and conduct union business as mutually agreed upon by the appropriate supervisor and the BOCES Superintendent.

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

**ARTICLE 13
MISCELLANEOUS PROVISIONS**

Section 1. Work Week

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

Section 2. Lunch Period

Maintenance, Food Service, and Security unit members will be provided a duty-free lunch period of 30 minutes if they work at least a six hour day.

Section 3. Employee Assistance Program

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

Section 4. Flexible Benefits Plan

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

Section 5. Association Meetings

The Association shall be allowed to use BOCES buildings and grounds for meetings and the BOCES mail system consistent with BOCES procedures. Notices of meetings and other Association business may be posted on bulletin boards located in various work locations accessible to unit members.

Section 6. Recruitment and Staffing

A joint committee shall be established to consider and make recommendations to the Association and the BOCES concerning the recruitment and staffing of positions in the Association. The committee shall consist of two (2) representatives designated by the BUSS and two (2) designated by the BOCES. The committee shall report its findings to both parties no later than June 1, 2018.

Section 7. Extended School Year Work

Ten and eleven month unit members who wish to be employed during the summer session shall indicate their interest to BOCES in accordance with BOCES procedures. All eleven month food service helpers will remain eleven months as long as they agree to work the full six (6) week Extended School Year (ESY) Program. If they are unable to commit to this agreement, they will become ten month food service helpers with the option of working the ESY Program. Any future food service helper will be hired as a ten month employee with the option of working the ESY Program if work in that title is available (not mandated to work).

Section 8. Summer Work Hours

During the months of July and August, unit members working 12 months may, with approval of their immediate supervisor, start work up to one hour early in order to end the workday one hour earlier.

Section 9. Full-time Work

Full-time status for bus drivers will be 35 hours per week. Full time status for bus attendants will be 27.5 hours per week.

Full-time status for food service unit members will be 30 hours per week.

Full-time status for operations and maintenance unit members (including bus mechanics) and safety and security unit members will be 40 hours per week.

Section 10. Transportation Assignments

1. Drivers will bid on assignments by seniority according to the following process. This process will be reviewed and revised, if necessary, annually by a committee consisting of two Administrators and two members of the BUSS Executive Committee.
 - The dates of selecting the bus routes will be announced so that all drivers are aware of these dates so that they can make themselves available. Unit members will be given no less than sixty (60) calendar days' notice of the date for selecting bus routes.
 - There will be a union representative present during this process.
 - Assignment will be according to seniority. Drivers will be called into training room one at a time starting at the top of the seniority list and working to the end. Drivers will be able to review route packets with cover letters that display in/out Schools, Attendant, approximate start/end times and approximate hours of run. (40 Hour Full Time Substitute positions will not be considered a run.)
 - If the driver is not available to come into Transportation Department for the pick process, they must either submit in writing their top 3 choices to the Director of Transportation or, if due to an emergency, must call and talk to the Director of Transportation with their selections and confirm verbally with the Association Representative. When their name comes up, the top choice on their list that is still available will be pulled from the table and held for that driver.
 - This process will be followed until all drivers have been assigned according to seniority.
 - If the driver does not show for the pick process, and no notice of preference has been given, then a run will be assigned to him/her by the Director of Transportation along with the union representative after all other drivers have picked.

- If there is a situation where a driver cannot have the assignment he/she chooses due to student or parent conflict and/or unsatisfactory attendance, then he/she will be assigned to another run by the Director of Transportation along with the union representative.

The Director of Transportation reserves the right to assign the 40-hour full-time substitute position(s). The following factors shall be considered: safety record, attendance, confidentiality, attitude and flexibility. Upon request of the Association President, there shall be a discussion about the applicants and/or the appointed substitutes. A bus driver or bus attendant who is assigned to a 40-hour full-time substitute position may be re-assigned to a different run if his/her attendance record is unsatisfactory.

2. Bus Attendants will be assigned to a bus route/driver according to the Bus Attendant's credentials (student needs, skills, experience, ability to get along with their peers, and attendance records). Bus Attendants may submit a list of preferred assignments to the Director of Transportation. Every effort will be made to make assignment to one of these choices by seniority. The final decision is made by the Director of Transportation. Mid-day runs will be assigned by seniority, however, the Director of Transportation or his/her designee will take into account the Bus Attendant's credentials as defined above.
3. During the school year when an assignment becomes permanently open, the assignment will be posted and drivers may bid on the assignment by seniority as long as it does not interfere with their current assignment.
4. Full-time drivers and attendants shall have first consideration for mid-day work (field trips, shuttles, CBIs) when not assigned to other assignments and they have the necessary qualifications.
5. Seniority lists shall be updated each semester. These lists shall be posted on the bulletin board in the Transportation department at the end of each semester.
6. Unit members in the Transportation Department shall receive a calendar of tentative professional development opportunities and mandated meeting dates by the end of the first full week of each new school year.

Section 11. Mandatory Meetings During Breaks

1. There will be choices to participate in the mandatory trainings or meetings: if the driver is not available because of a previous commitment, they will have an opportunity to attend another meeting or to look for alternative dates with the appropriate trainer.
2. Each year the BUSS representatives will meet with the Transportation Administration to agree on the annual dates of the state workshops.

Section 12. Cancellation of Transportation Work

Drivers and Attendants must be given 24 hours' notice if any work is cancelled. If 24 hours' notice is not provided, the Driver/Attendant will be paid for time assigned to the work.

In order to be eligible for such pay, the Drivers and Attendants must be present at the work place and available to complete the work. If there is not any work, the employee will be paid for the time assigned to the cancelled work.

Section 13. "Whistle blower" Protection

The BOCES shall hold mandatory meetings regarding Board policies on "Whistleblower protection" and detailing the process for addressing health & safety issues and concerns for unit members no later than October 1st of each school year.

The BOCES will make every effort to provide translators for such whistleblower protections training in the native languages of employees as requested. Should current Association members be used for translating services, they will be compensated for such work. Compensation will be a differential of \$10.00 in addition to the employee's hourly wage for the length of the meeting.

Section 14. Professional Development and In-service for Unit Members

Unit members shall be provided professional development choices and in-service opportunities that could improve performance and prepare them for career growth.

The President of BUSS (or designee) shall be provided the opportunity to meet with administrators and director of departments to have input in the

development of the professional development and in-service opportunities.

The Director of Human Resources (or designee) shall send the President of the Association information identifying Civil Service exam testing dates.

ARTICLE 14 EVALUATION, DISCIPLINE, AND DISMISSAL

Section 1. All members will be evaluated by their supervisors annually. Evaluations will be discussed with each member within five (5) school days, and the members will have ten (10) school days after the discussion to attach a response if they choose.

A joint committee shall be established to consider and make recommendations to the Association and the BOCES concerning the development of new, updated procedures and forms for the evaluation of unit members. The committee shall consist of two (2) representatives designated by the BUSS and two (2) designated by the BOCES.

The committee shall report its findings to both parties no later than June 1, 2018. No action on the procedures and forms being negotiated shall be taken until such procedures and forms have been agreed upon by both the BUSS and the BOCES.

Section 2. Dismissal and discipline procedures are followed in accordance with the Monroe County Civil Service regulations. All unit members would be classified in the following categories:

a) Labor: have no minimum qualifications, e.g. entry level service employees and laborers. These unit members' titles are but limited to Bus Attendant, Cleaner, Laborer, and Food Service Helper job titles. These unit members are considered employees at will and are always in a probationary employment.

b) Noncompetitive: specific experience and education are required and it is impractical to hold a competitive examination to fill them, e.g. various part-time positions and mechanic positions. (Included in the noncompetitive class can be a competitive position that is reclassified for a disabled applicant). These unit members' titles are but limited to Bus Driver, Bus Mechanic, Custodial Assistant, Maintenance Mechanic I, II,

and III, Assistant Cook Manager, Cook Manager, Grounds Keeper and Head Groundskeeper. These unit members have a five-year probationary period and after the probationary period, they would be considered permanent and would have Section 75 rights.

c) Competitive: require applicants to meet both minimum qualification and pass an examination. Those candidates with the highest examination scores are the first to be considered for appointment. These unit members' titles are but limited to School Sentry I and II. These unit members have a one-year probationary period after being hired off of Civil Service List and after the probationary period, they would be considered permanent and would have Section 75 rights.

BOCES will not terminate or ask for a resignation from any BUSS unit member without first meeting with the unit member and giving him/her the opportunity to improve his/her performance and/or attendance. The only exception to this would be if the unit member's conduct is grossly objectionable.

ARTICLE 15 TUITION REIMBURSEMENT

Unit members who are in active employment will be eligible for tuition reimbursement for undergraduate, graduate college credited course(s) or workshops as follows: Tuition reimbursement is for pre-approved courses or workshops which have the support of the unit member's supervisor, written approval from the BOCES Superintendent, are related to the employees' work duties and subject to available BOCES funds. Unit members will only be eligible for such reimbursement if the unit member remains in active employment with the BOCES for a period of two years following completion of the pre-approved course or workshop.

Employees who work 20 or more hours per week may request full reimbursement; those who work from 10 to 19 hours per week may request half reimbursement.

ARTICLE 16 FULL COMMITMENT OF PARTIES

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

**ARTICLE 17
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 18
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, 2021. 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.

(Signature Page Follows)

DATED: 6/7, 2018

FOR THE BOCES:


Daniel T. White District Superintendent

FOR THE ASSOCIATION:


Ann Diehl President