

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

DISTRICT SUPERINTENDENT

BOARD OF COOPERATIVE EDUCATIONAL SERVICES

SOLE SUPERVISORY DISTRICT

ONONDAGA-CORTLAND AND MADISON COUNTIES

AND THE

CORTLAND-ONONDAGA-MADISON BOCES ORGANIZATION

JULY 1, 2018 - JUNE 30, 2021

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ARTICLE I RECOGNITION

The Onondaga-Cortland-Madison Board of Education hereby recognizes the Cortland-Onondaga-Madison BOCES Organization, hereinafter referred to as COMBO, as the exclusive bargaining agent for all full-time employees included in the bargaining unit of COMBO and all part-time salaried titles employed at least 50% or more. In the event that a new position is created by BOCES that appears to be appropriate for inclusion in the COMBO unit, the BOCES will notify the COMBO President in writing of the position title, civil service category, and proposed grade.

ARTICLE II PAYROLL DEDUCTIONS

A. ORGANIZATION DUES

1. The Board agrees to deduct dues and assessments from each employee belonging to COMBO as authorized in writing by the employee.
2. An employee may withdraw his/her dues deduction authorization at any time by written notice to the COMBO president and the BOCES personnel office.
3. The Dues for the Organization shall be deducted in twenty (20) equal installments.

B. AGENCY FEE

1. The BOCES shall deduct an agency fee from the salary of each bargaining unit employee who is not a member of COMBO. This fee, which shall be payable and forwarded to COMBO in the same manner as members' dues, shall not exceed the dues amount.
2. COMBO agrees to indemnify the BOCES and hold it harmless against any and all claims that may arise against the BOCES for complying with the agency fee provision. The BOCES shall give to the COMBO President the original or true copy of any notice or claim made on the BOCES pertaining to the agency fee provision.

C. FEDERAL SAVINGS BONDS

Employees may secure Federal Savings Bonds through payroll deductions.

D. TAX SHELTERED ANNUITIES

Contributions for a Tax Sheltered Annuity or Roth 403(b) may be made through payroll deduction.

E. UNITED WAY

An annual contribution to the United Way may be made through individual payroll deduction authorization.

F. DIRECT DEPOSIT

BOCES shall provide direct deposit of the employee's payroll check or part thereof any bank or credit union in the United States.

G. FLEXIBLE SPENDING PLAN (IRS Code - Section 125)

BOCES shall provide a Flexible Spending Plan, in accordance with the provisions of the Internal Revenue Service Code, Section 125. Such plan shall include a premium payment account, unreimbursed medical expenses account, and dependent care expense account. The third party administrator and the operating procedures for the plan shall be jointly determined.

H. NYSUT BENEFIT TRUST

1. The BOCES agrees to provide for voluntary payroll deductions for the NYSUT Benefit Trust.
 2. The NYSUT Benefit Trust assumes responsibility for the proper withholding of funds from NYSUT Members and Agency Fee Payers and shall save harmless BOCES for liability arising out of the withholding or lack of withholding of such funds for the purpose of paying for those benefits secured to Members and Agency Fee Payers by the Trust, unless such withholding or lack of withholding upon which liability is predicated is the result of a criminal act or acts on the part of BOCES.
- I. Effective July 1, 2010, the BOCES agrees to provide voluntary payroll deductions for NYSUT VOTE-COPE. NYSUT assumes responsibility for the proper withholding of funds from NYSUT members and shall save harmless BOCES for liability arising out of the withholding or lack of withholding of such funds.

**ARTICLE III
NEGOTIATIONS PROCEDURES**

The parties shall equally share the costs of printing the contract to provide each unit member with one copy of the Agreement. Additional copies for BOCES and COMBO shall be paid for on a prorata basis by the party requesting the additional copies.

**ARTICLE IV
LEGISLATIVE ACTION**

It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not be effective until the appropriate legislative body has given approval.

**ARTICLE V
GRIEVANCE PROCEDURE AND ARBITRATION**

A. DEFINITIONS

1. "Grievance"

A grievance shall mean any claimed violation of the terms and conditions of employment specifically specified in this Agreement.

2. "Grievant"

A grievant is any unit employee or the COMBO.

3. "Day"

Days shall mean regular working days, Monday through Friday, excepting legal holidays or other days when the BOCES is not officially open for business.

4. "Immediate Supervisor"

Immediate Supervisor shall mean the Council level administrator with the most immediate supervisory authority over the aggrieved party or his/her designee.

B. GENERAL PROCEDURES

1. All grievances shall be in writing and include the name and position of the grievant, the identity of the contract provision involved, the day and place where the alleged event(s) or condition(s) contributing to the grievance existed, the identity of the party responsible for causing said event(s) or condition(s), if known to the grievant, and a general statement of the nature of the grievance and redress sought. Failure to provide said information will preclude the processing of said grievance upon written notice from the immediate supervisor to the grievant and COMBO.

2. Except for informal decisions at Step 1, all decisions shall be rendered in writing and shall be transmitted to the grievant and COMBO.

3. All meetings between the parties held pursuant to the grievance procedure (except Step 1) shall be held outside the hours of employment unless otherwise mutually agreed upon. Preparation of grievances and other unilateral activities in connection with grievances shall be conducted outside the hours of employment.

4. For the purpose of facilitating the processing of grievances, each party will furnish the other, upon request, with any and all documents which they are required by law to furnish.

5. Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance informally adjusted without intervention of the COMBO, provided the adjustment is not inconsistent

with the terms of this Agreement and COMBO has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, such adjustment shall be final and binding upon the grievant, but shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

6. If any provision of this grievance procedure or any application thereof to any employee or group of employees in the unit shall be finally determined by any court to be contrary to law, then such provision or application shall be deemed invalid, but all other provisions or applications will continue in full force and effect.
7. Grievances shall be submitted to Step 1 within fifteen (15) working days of the act, event or occurrence giving rise to the grievance or it shall be barred and there shall be no right to process the grievance.
8. Failure by the grievant after Step 1 to process said grievance within the time frames set forth herein shall be considered a bar and there shall be no right to process the grievance any further.
9. Should the employer or his representative not process the grievance in a timely fashion, the grievant may move to the next step of the grievance process as though an answer had been received within the stated time frame.

C. STEP PROCEDURES

Step 1

The grievance shall first be discussed between the grievant and/or his/her representative and the grievant's immediate Supervisor and/or his/her designee. If the grievance is not resolved at Step 1, it must be submitted to Step 2 within ten (10) days of receipt of the Step 1 decision. If a grievance is not submitted in writing to the Superintendent or his designee within the ten (10) days, there shall be no right to process the grievance further.

Step 2

If the grievance is not resolved in Step 1, and the grievant wishes to have it reviewed further, the grievant shall submit to the Superintendent or his/her designee a written statement setting forth the specific nature of the grievance and the facts relating thereto. Within ten (10) days of receipt of the grievant's written statement, the Superintendent or his/her designee shall hold an informal hearing at which the grievant and/or his/her representative will appear to present oral and written arguments. Within ten (10) days after the close of the hearing, the Superintendent or his/her designee will answer the grievance in writing. If the grievant is not satisfied with the answer in Step 2, the grievant may appeal to Step 3.

Step 3

If a grievance remains unresolved after Step 2, the grievant or COMBO may submit said grievance in writing within fifteen (15) working days from receipt of the decision at Step

2 to the American Arbitration Association under its Voluntary Arbitration Rules. No grievance shall be submitted to arbitration without the consent of COMBO.

The decision of the arbitrator shall be final and binding on both parties.

The fees and expenses of the arbitrator shall be shared equally by the Board and COMBO.

The arbitrator shall have no power to add to, subtract from, or change, any of the provisions of this Agreement, nor to render any decision which conflicts with any law, regulation, directive, or other obligation binding upon the Board, nor to imply any obligation which is not specifically set forth in this Agreement. Each demand for arbitration shall list only one (1) grievance unless the parties otherwise agree to handle several grievances for hearing before an arbitrator.

Awards may not be retroactive beyond fifteen (15) working days prior to the service of the Step 1 written Grievance.

ARTICLE VI ORGANIZATION ACTIVITIES

- A. Upon submission to the Director of Personnel Relations, by the COMBO President or his/her designee, COMBO shall be granted the use of ten (10) days leave, without loss of pay or benefits for Union business. No more than two (2) individuals may use such leave on any given day.
- B. The Organization has the right to use bulletin boards, interschool mail service and employee mailboxes to perform its functions provided it does not interfere with the operation of BOCES.
- C. COMBO has the right to use school buildings for its functions provided such use does not conflict with school functions or other scheduled use of space. COMBO must make prior arrangements with the administrator in charge of the building and complete any appropriate building use forms required.

ARTICLE VII LEAVES OF ABSENCE

Full-time employees shall be granted the full Leave of Absence benefit. Part-time employees shall be granted leave of absence benefits on a pro-rated basis.

A. LEAVE FOR PERSONAL BUSINESS

- 1. At the beginning of each fiscal year, all full-time employees shall be credited with three (3) days of personal leave as specified below:
 - a) Those ten (10), eleven (11) and twelve (12) month employees commencing work at the beginning of the fiscal year shall be credited with three (3) personal leave days a year at the beginning of their work year.

- b) Those ten (10), eleven (11) and twelve (12) month employees commencing work after the start of the work year will be immediately credited with one (1) day of personal leave for each three (3) remaining months of their work year to a maximum of three (3).
 - c) Personal business leave shall not exceed three (3) days per year. Unused days shall be added to personal sick leave accumulation at the end of each school year.
- 2. Employees will be granted such leave for personal business which would otherwise create a hardship failing such leave. The employee is to use his/her best efforts to schedule personal business matters at times outside of the normal workday.
 - 3. Generally, personal business leaves will not be approved for days immediately preceding or following a scheduled holiday period except in extraordinary cases where the need for such leave could not have been known in advance or where the personal business could not be scheduled during the holiday. In these cases, the employee shall be required to provide the Director of Personnel with the specific reason for the personal business leave request and, if requested by the Administration, supporting information concerning the request for leave.
 - 4. Although not all inclusive, personal business leave shall not be utilized for the purpose of engaging in other gainful employment, a "day off," vacation extensions or travel before or after scheduled holiday or vacation periods. Personal business leave shall not be used for purposes of attending to activities on behalf of COMBO.

B. LEAVE FOR RELIGIOUS OBSERVANCE

Full-time employees will be granted leave not to exceed three (3) days per annum for the purpose of religious observance providing that such obligation cannot be accomplished outside of the employee's regular workday. This leave shall not be cumulative.

C. SICK LEAVE

- 1. A maximum of twelve (12), thirteen (13) or fourteen (14) days of absence from service normally provided shall be granted annually without loss of remuneration to each ten (10), eleven (11) or twelve (12) month employee respectively, provided such absences are due to personal illness.
- 2. On the effective date of employment, an employee's personal sick leave credit for his/her first fiscal year of employment will be prorated from his/her effective date of employment through June 30. Credit will be based on the number of full months of anticipated active employment during that first year. Thereafter, personal sick leave credit will be credited on July 1 of each succeeding fiscal year based on the number of full months of anticipated active employment in each year.
- 3. An employee who commences an unpaid leave of absence will have his/her personal sick leave credit prorated to reflect full months of active employment

preceding the commencement of the unpaid leave of absence. Personal sick leave credit will also be prorated for employees who return from an unpaid leave of absence based on the number of full months of employment remaining in the fiscal year in which the employee returns.

4. Unused personal sick leave shall accumulate without limit.
5. A signed doctor's certificate may be required to verify sick leave of employees absent upon request of the District Superintendent or his designee.
6. It shall be the responsibility of the employee to report promptly all absence together with the reasons therefor through his/her program supervisor.
7. Effective July 1, 2000, an employee entering service with OCM BOCES from another school district or other public employer who provides sick leave accumulation, will receive credit for one-half (1/2) of their sick leave accumulated with that employer not to exceed the maximum accumulation under Section C.4 of this Article. The sick leave credit will be transferred only from the employer immediately preceding employment with OCM BOCES.

D. FAMILY LEAVE

1. Family leave credits, not to exceed five (5) days per annum may be used for verified serious illness in the full-time employee's immediate family requiring attendance and care by the employee. If the above family illness leave days are exhausted the employee may use up to an additional five (5) days which will be deducted from the employee's sick leave accumulation. Immediate family shall be defined as spouse, parent, child, step child, foster child, brother, sister, mother-in-law, father-in-law, grandparents, grandchild or any other relatives who are members of the employee's household.
2. Employees commencing work after the start of their work year shall be credited with prorated family leave on the basis of the number of full months of employment remaining in the fiscal year divided by the number of months in the employees' regular work year multiplied by the annual leave allocation rounded to the nearest one half (1/2) day increment.
3. Medical/dental appointments for an employee's immediate family are to be charged to Family Leave.
4. Unused Family Leave days shall be added to the employee's sick leave accumulation at the end of each fiscal year.

E. ABSENCE DUE TO ON THE JOB INJURY

Whenever an employee is absent from work as a result of a job related injury the employee shall use her or his sick leave (or sick leave bank as appropriate) while absent. Any Workers' Compensation payments made to the employee during this time will be turned over to the BOCES and the employee's sick leave will be credited on a pro-rated basis based on the amount of payment received.

F. QUARANTINE LEAVE

Full-time employees required to remain absent because of quarantine shall present a certificate issued by the attending physician or by the local health officer establishing the necessity thereof. Under these circumstances they shall be granted leave with pay and no charge shall be made against sick leave or other leave benefits if the executive officer is satisfied that the conditions warrant such actions. Prior to return to duty, a medical certification may be required.

G. LEAVES FOR BEREAVEMENT

Four (4) days per occurrence to a maximum of ten (10) days per year for full-time employees (noncumulative) for death in the immediate family shall be allowed without loss of pay. Additional days may be granted in the discretion of the Superintendent or his/her designee. "Immediate family" means parents, grandparents, spouse, children, grandchildren, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, aunts, uncles, nieces, nephews and persons living with the employee.

H. JURY DUTY

On submission of written proof of the necessity of jury service, or attendance at court pursuant to subpoena or other court order not as a party to litigation, any full-time employee shall be granted a leave of absence with pay for such purpose providing any remuneration received for such service by the court be reimbursed to the Board.

I. MILITARY LEAVE

All employees engaged in the performance of military duty under proper orders shall be granted all benefits guaranteed under military law.

J. UNPAID LEAVE

1. The Board may grant a leave of absence, not to exceed one (1) year, without pay to unit members as follows:
 - a) Application for such leave must be made with the Superintendent, in writing, at least six (6) months prior to the beginning of such leave except as extreme circumstances dictate otherwise.
 - b) Upon return, the employee shall be returned, consistent with his/her seniority, to a position similar to the one formerly held.
 - c) The Board may, in its discretion, extend such leaves.
 - d) All benefits to which an employee was entitled at the time the employee's leave of absence commenced, including unused accumulated sick leave and service credit, will be restored to the employee upon the employee's return.
 - e) Additional benefits will not be accumulated during the period of the leave.

- f) In the case of a non-permanent employee, the time accrued during such leave shall not be credited to the probationary period for the purpose of obtaining permanent status under civil service.
 - g) Upon return from such leave, the employee's salary will be determined in accordance with the rules for step movement as stated in Article XVIII-Salary.
 - h) The above conditions, (a) thru (g) are applicable for all unpaid leaves of absence as noted in sections one (1) and two (2) respectively.
2. In the case of a birth or adoption of a child, an employee upon written request will be granted a leave of absence of up to one (1) year for child rearing purposes under the following conditions:
- a) Requests shall be submitted at any time between the commencement of the pregnancy and one (1) month prior to the anticipated birth of the child and as soon as possible in cases of adoption.
 - b) In the event of the death or institutionalization of the newly born or adopted child, the employee, upon one (1) month's written notice may return to work before the scheduled termination of the leave.
3. If an employee is enrolled for group health and dental insurance benefits and wishes to continue such coverage while on unpaid leave of absence, (s)he may do so by paying the full applicable premium rate. To provide for continued coverage, it is the employee's responsibility to contact the Personnel Office to make arrangements for premium payment. Failure to make arrangements will result in the cancellation of insurance coverage effective the end of the month in which the unpaid leave commences.

K. LEAVE FOR DENTAL AND MEDICAL VISITS

- 1. Accumulated sick leave credit may be used in units of days or half days to permit dental or medical visits for employees which may not be accomplished other than during working hours.
- 2. Approval of the immediate BOCES Supervisor shall be secured, except in emergencies, at least two (2) days in advance of such leave and should not interfere with the regular operation of the program.
- 3. In the case of emergency, notification must be given to the immediate BOCES Supervisor or designee upon leaving the work area.

L. LEAVE FOR PROLONGED ILLNESS

In the event a leave is granted in the discretion of the Board, because of a prolonged illness or injury to a member of the immediate family, an employee on such leave shall have the right to return prior to the expiration of such leave upon one (1) month's written notice to the Superintendent or his designee.

M. FAMILY AND MEDICAL LEAVE ACT LEAVE

1. In accordance with the applicable provisions of the federal Family and Medical Leave Act of 1993 (“FMLA”), eligible unit members shall be entitled to up to twelve (12) weeks (60 work days) of unpaid leave for FMLA approved absences per fiscal year (July 1 - June 30).
2. To be eligible for FMLA leave an employee must have worked for OCM BOCES for at least 12 months and at least 1,250 hours during the 12 months immediately preceding commencement of leave.
3. Eligible employees wishing to take FMLA leave must make application for such leave, in advance (30 days where possible, or as soon thereafter as the employee becomes aware of the need for such leave), on a form available from the BOCES personnel office.
4. An employee granted FMLA leave will continue to be covered under OCM BOCES’ group health and dental insurance plans, under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. The employee will be responsible for paying their portion of the applicable premium rate(s).
5. Absences of four (4) or more consecutive days for personal illness (paid or unpaid) and any previous FMLA leave occurring from July 1 to the effective date of the current FMLA leave request, will be subtracted from the employee’s total annual FMLA leave entitlement for that fiscal year. If a leave is for the employee’s own serious medical condition, paid sick leave shall run concurrently with the FMLA leave. Employees who have paid vacation leave or other applicable paid leave credits (i.e. personal and family illness leaves) may, at the employee’s option, apply such paid leave time against their FMLA leave and such paid leave shall run concurrently with and be a part of the FMLA absence.
6. Except as otherwise provided for herein, FMLA leave shall be subject to and governed by the applicable statute.

N. ABSENCE NOTIFICATION

Except as otherwise provided in this Article with respect to absence notification, an employee shall give notice as soon as possible prior to the time (s)he is to be absent.

O. SICK LEAVE BANK

The Sick Leave Bank shall be administered according to the following guidelines:

1. The Sick Leave Bank shall be administered by the Personnel Office which shall provide COMBO with a written accounting of its status upon written request by COMBO but not more than twice each year.
2. A new unit member may opt to join the bank immediately upon hire by contributing one (1) sick day. However, these Employees are not eligible to draw from the sick bank until they have completed twelve (12) months of service.

Unit members who have not joined the bank may choose to join the sick bank during the month of June by contributing two (2) sick days. However, such unit members are not eligible to draw from the bank until they have completed twelve (12) months of service after joining

3. Unit members who have not joined the bank may choose to join the sick bank during the month of June by contributing two (2) sick days. However, such unit members are not eligible to draw from the bank until they have completed twelve (12) months of service after joining.
4. The maximum number of days in the bank shall not exceed four hundred fifty (450) days.
5. The bank will be replenished when the number of days in the bank reaches thirty (30) or less.
6. Replenishment of days will be automatic for all bank members. One day shall be taken from each member each time replenishment occurs.
7. Only participating unit employees may draw on the bank.
8. An eligible employee drawing on the bank must first exhaust all of his/her accumulated sick leave and have an illness or disability of at least four (4) weeks' duration.
9. Participating employees may draw on the bank based upon the following guidelines:
 - a) Five (5) days for each year of full-time continuous service with the Onondaga-Cortland-Madison BOCES or its predecessor.
 - b) One (1) day for each two (2) days of accumulated sick leave as of the beginning of the contract year during which the disability or illness commences.
 - c) The above formula will be capped at two hundred (200) days for any (same) illness or disability.
10. The Administration may require medical documentation of any claim to the bank at any time.
11. Requests for Bank days shall be made for no more than twenty five (25) days at one time and may be renewed on a first come, first serve basis within the guidelines listed in Section 9 above.

P. MAKE UP TIME

Upon approval of the employee's supervisor, an employee wishing to absent himself/herself from work for 2 hours or less shall be able to do so for medical matters, dental appointments, parental responsibilities, or other occasions as may be approved by

the employee's supervisor provided the employee agrees to make up the absent time within two days before or two weeks after the absence. Failure to make up the time will subject the employee to a half-day charge against applicable leave time.

Q. ADOPTION LEAVE

Unit members may use family leave, vacation and personal days or any combination for the placement with the employee of a child for adoption and to care for the newly placed child. Leave to care for a new born child or for a newly placed child must conclude within twelve (12) months after the birth or placement.

**ARTICLE VIII
JOB POSTINGS**

- A. Before bargaining unit positions are filled other than on a temporary basis, job vacancy notices will be posted in each BOCES center for two (2) weeks. Such notices shall also be sent to the COMBO President.
- B. The job posting will include the date of post, the location of the position, and the salary grade for the position.
- C. All applications for such positions shall be made in writing and all applicants shall be notified when such position is filled.

**ARTICLE IX
EMPLOYEE EVALUATION**

- A. Employees shall be evaluated by their immediate Supervisor or an Administrator at least once during their probationary period. Permanent and provisional employees shall be evaluated by their immediate Supervisor, or an Administrator, at least once each twelve (12) month period from July 1 - June 30.
- B. The employee shall be given two (2) copies of the evaluation report within ten (10) workdays. The employee must sign the original copy and return it to the evaluator immediately. The employee's signature only signifies that (s)he has read, or had the material read to him/her.
- C. Either the employee or the evaluator may call for a post evaluation conference no later than five (5) workdays after the employee has received the evaluation. The conference shall take place no later than ten (10) workdays thereafter.
- D. The employee shall have the right to append comments, written on a separate sheet of paper, to the signed evaluation form, noting the attachment on the form itself. The comments must be appended no later than ten (10) workdays after the date the employee received a copy of the evaluation.
- E. Bargaining unit employees will have the right to review the contents of their personnel file with the exception of confidential recommendations. No derogatory material shall be entered in the file without written notification to the employee.

- F. Any employee who is absent from his/her work assignment without reason and notification for two (2) days shall be considered to have resigned his/her position effective the first date of such absence.

ARTICLE X LAYOFF/RECALL

A. COMPETITIVE CLASS EMPLOYEES

1. Those employees classified in the competitive class of Civil Service shall, where layoffs occur, be excessed pursuant to section 80 of the Civil Service Law.

B. NONCOMPETITIVE AND LABOR CLASS EMPLOYEES

1. Where layoffs occur in the non competitive and/or labor class, employees shall be excessed in order of reverse seniority in the job title.
2. Recall to the position from which the employee was excessed shall be for four (4) years from the date of layoff or from first refusal, whichever comes first. Recall shall be on the basis of seniority.
3. Employees in the same job title whose commencement date of service is identical shall be ranked (seniority) according to initial appointment date (i e., Board action date). If a tie still exists the Board shall determine the criteria to break said deadlock. Such criteria shall be uniformly applied in all cases.

- C. Employees shall receive two (2) weeks notice of layoff or reduction.

ARTICLE XI WORK DAY/WORK WEEK

A. WORK DAY

The full-time equivalent work day for all bargaining unit employees, except teacher aides, shall be seven and one half (7 1/2) hours per day inclusive of two (2) fifteen (15) minute paid breaks. In addition, there will be an unpaid lunch break of one half (1/2) hour per day.

B. WORK WEEK

The full-time equivalent work week for all bargaining unit employees, except Teacher Aides, shall be thirty seven and one half (37 1/2) hours per week, exclusive of lunch breaks.

- C. Flexible work hours are available to bargaining unit employees under certain conditions. A COMBO/BOCES committee shall meet to establish the procedures for whether, when, and under what conditions flexible hours may be established.

D. **TEACHER AIDE WORK DAY**

Teacher Aides shall work the same day as the BOCES teachers in the building in which they are assigned.

A Teacher Aide who is asked and agrees to work the lunch break or who works the lunch break in an emergency shall be compensated for the additional half hour. Upon the approval of the Supervisor, the teacher aide may choose instead to leave work one half (1/2) hour earlier that day.

**ARTICLE XII
CIVIL SERVICE EXAMS**

- A. Permanent employees shall be allowed time off with pay to take open competitive or promotional examinations held for BOCES positions under the jurisdiction of the Office of the Commissioner of Personnel.
- B. Provisional employees in the bargaining unit shall be permitted time off with pay to take examinations for the position in which they are serving provisionally.

**ARTICLE XIII
OVERTIME**

- A. Overtime service must be rendered only upon the prior direction and approval of the employee's immediate supervisor.
- B. When overtime work is assigned to employees the supervisor will first consider volunteers for the overtime, provided the volunteer is capable of performing the work to be done.
- C. Those employees in grade nine and below, plus employees in the following job titles, are eligible for overtime compensation: Account Clerk III, Administrative Aide, Administrative Assistant, AV Repair Technician, AV Repair Worker, AV Specialist, Computer Operations Shift Supervisor, Computer Repair Technician, Custodian II, Custodian III, Data Center Help Desk Specialist, Data Center Help Desk Supervisor, Education Aide, Information Systems Coordinator, Inventory Control Specialist, LAN Technical Support Specialist, Maintenance Mechanic, Maintenance Mechanic II, Maintenance Worker II, Public Information Specialist, Systems Training Assistant, Telecommunications Coordinator and Telecommunications Network Technician.
- D. Those employees who are eligible for overtime payments shall be compensated at a time and one half rate for (1) all time worked beyond forty (40) hours in any work week, and (2) all time worked on Sundays or holidays.
- E. Any bargaining unit employee who is called back to work after completing his/her own regular shift and who is eligible for overtime payments shall be compensated at a time and one half rate for all hours worked, with a minimum payment of two (2) hours at time and one half, plus a call back mileage reimbursement from home to work and return.

**ARTICLE XIV
INSURANCES**

A. HEALTH INSURANCE

The Board agrees to contribute toward the cost of health insurance eighty-seven percent (87%) of the premium cost for individual coverage, or eighty-five percent (85%) of the premium cost for dependent coverage.

The Prescription Plan co-pay shall be as follows:

Drug Level	Retail <i>(30-day supply)</i>	Mail Order <i>(90-day supply)</i>
Tier 1	\$10	\$20
Tier 2	\$25	\$50
Tier 3	\$40	\$80

The extent of coverage will not be reduced during the term of the Agreement. The parties agree that contract negotiations may be reopened during the life of this Agreement for the purpose of considering a change of the health insurance carrier.

COMBO may select a HMO of its choice with appropriate notice to OCM BOCES. BOCES' contribution toward the HMO premium rate shall be equal to the dollar amount contributed toward the health insurance indemnity plan.

B. DENTAL INSURANCE

Bargaining unit employees may participate in the group dental insurance program. BOCES shall contribute up to two hundred twenty five (\$225) dollars for each participating member for individual coverage and up to two hundred seventy five (\$275) dollars for family coverage. If the carrier for the dental plan is to be changed, such plan and carrier shall be mutually selected. If the plan is provided by Blue Cross/Blue Shield, the current carrier, COMBO shall have the right to select the plan design to be provided to its unit employees.

C. RULES AND REGULATIONS

Enrollment, plan regulations and administrative procedures for both the health and dental plans are attached to this Agreement as Appendix II and III respectively.

D. VISION CARE REIMBURSEMENT

The District will offer a new vision plan for COMBO members as chosen by COMBO. Costs of this plan will be paid by the enrolled unit member. The District shall permit unit members to send the premium costs through the Flex plan.

**ARTICLE XV
HOLIDAYS**

Twelve (12) month bargaining unit personnel will be entitled to fourteen (14) paid holidays per year. Minimally, such paid holidays shall include Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day (2 days), Christmas Day, New Year's Day, Martin Luther King Day, Famous American's Day, Good Friday, Memorial Day, and one (1) Floating Holiday. Those who work less than twelve (12) months shall receive the holidays as they fall. A new hire will be eligible for the floating holiday (if such is included in the office holiday schedule) provided the employee is hired on or before January 1 of the fiscal year in which first employed. The holiday schedule will be mutually determined for the following school year no later than March 31.

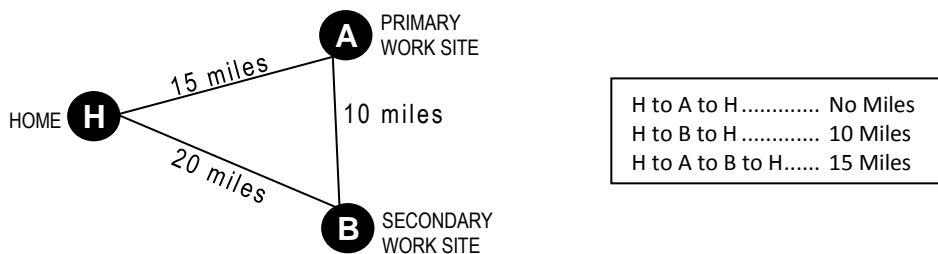
**ARTICLE XVI
VACATIONS**

- A. Twelve (12) month employees will earn paid vacation at the rate of 5/6 day for each full month of employment for the first four (4) fiscal years of service (ten [10] days per year), 5/4 days for each full month of employment for the fifth (5th) through tenth (10th) fiscal years of service (fifteen [15] days per year); earn sixteen (16) days in the eleventh (11th) year, earn seventeen (17) days in the twelfth (12th) year, earn eighteen (18) days in the thirteenth (13th) year, earn nineteen (19) days in the fourteenth (14th) year and 5/3 days for each full month of employment from the fifteenth (15th) fiscal year of service and beyond (twenty [20] days per year). Part-time employees shall be granted vacation benefit on a pro-rated basis.
- B. Ten (10) month employees will earn paid vacation at the rate of 4/5 day for each full month of employment for the first (1st) four (4) fiscal years of service (eight [8] days per year); 6/5 days for each full month of employment for the fifth (5th) through fourteenth (14th) fiscal year of service (twelve [12] days per year) and 8/5 days for each full month of employment from the fifteenth (15th) fiscal year and beyond (sixteen [16] days per year). Part-time employees shall be granted vacation benefit on a pro-rated basis.
- C. Eleven (11) month employees will earn vacation on the same schedule as ten (10) month employees but will receive one (1) additional day of vacation credit subsequent to completing the eleventh (11th) month of service in any year. Part-time employees shall be granted vacation benefit on a pro-rated basis.
- D. Earned vacation is credited on July 1 of each succeeding fiscal year.
- E. An employee whose initial effective date of employment is other than July 1 will begin earning vacation at the start of the next succeeding month. Total vacation time earned will be rounded to the nearest whole day.
- F. A new employee must work six (6) months before being entitled to use earned vacation.
- G. Upon termination, vacation time will not be credited for one half (1/2) or less of a month worked immediately prior to termination.
- H. Vacation pay is based on the employee's salary rate at the time of vacation or termination of employment.

- I. A new employee resigning within the first five (5) months of employment will not be compensated for any vacation time.
- J. Where an employee's initial employment does not commence on July 1 but where a minimum of six (6) months of service is rendered prior to the next succeeding July 1, that period of service will be counted as one (1) fiscal year of service for purposes of fifteen (15) through twenty (20) days of annual vacation entitlement.
- K. Employees exempt from overtime compensation will earn paid vacation at the rate of 5/4 days for each full month of employment for the first (1st) four (4) fiscal years of service (fifteen [15] days per year) and 5/3 days for each full month of employment for the fifth (5th) fiscal year of service and beyond (twenty [20] days per year). Vacation benefits shall otherwise be in accordance with the provisions stated above.
- L. Earned and unused vacation days as of June 30, (not to exceed 50% of that fiscal year's credit), may be carried over to the next fiscal year. The carried over days must be used by December 31 of that fiscal year. Notwithstanding the above limitation on carryover, no employee will lose vacation days as a result of illness or injury causing an absence from work of more than 20 work days between January 1 and June 30. Those who are unable to use their days as a result of such condition may carryover all their days and may have until December 31st of the next calendar year to utilize them.

**ARTICLE XVII
MILEAGE REIMBURSEMENT**

- A. Those employees who use their own vehicles for BOCES approved travel in accordance with their duties shall be paid mileage, excluding the distance from home to primary assignment and return, according to the rate established by the Internal Revenue Service. Effective January 1, 2003, any change in the rate for mileage reimbursement shall become effective on the effective date of the announced change by the Internal Revenue Service.
- B. Employees who are assigned to more than one (1) work location shall have the school closest to the employee's home designated as the primary work site. The additional distance beyond the mileage to the primary site from the employee's home shall be paid round trip on days when the employee actually travels to the second (2nd) location. Additionally, any work related travel from the first (1st) work location to the second (2nd) work location on the same day will also be paid.



- C. For Unit Members authorized to take home BOCES vehicles, tax payments for vehicle usage will be scheduled four times a year to the extent practicable.

ARTICLE XVIII SALARY

A. STEP MOVEMENT

To be eligible for step movement on the salary schedule, employees must have worked fifty (50%) percent or more of their work year in the preceding fiscal year. Time spent on unpaid leave does not count for time worked.

B. NIGHT SHIFT DIFFERENTIAL

1. A normal day (first [1st] shift) shall commence no earlier than 6 a.m.

2. Second (2nd) Shift

This shift commences on or after 11 a.m. and is completed no later than midnight. A shift differential of two thousand seven hundred twenty five dollars (\$2,725) will be paid for the second (2nd) shift.

3. Third (3rd) Shift

A third (3rd) shift shall be defined as one which commences between 10 p.m. and midnight. A shift differential of three thousand six hundred fifty dollars (\$3,650) will be paid for the third (3rd) shift.

4. For shift assignments that are less than twelve (12) months, the employee shall receive an appropriate proration of the above annual amount in accordance with the per diem calculation.

C. STARTING SALARY

New employees will not receive a starting salary rate in excess of step 4 of the salary range of their grade.

D. UPGRADE MOVEMENT WHEN PROMOTED TO A HIGHER GRADE

If current step is ten (10) or less, then for each grade advancement, subtract one (1) step with the result no less than step one (1). If current step greater than ten (10), then the calculation is as follows:

1. (new grade) – (prior grade) = difference

2. 10 – (“difference”) = step reference

3. (salary of the new grade’s “step reference”) – (salary of prior grade’s step 10)
= amount of increase

4. (“amount of increase”) + (current salary) = adjusted salary*
* if “adjusted salary” is less than step 10, move to next higher step

E. DOWNGRADE MOVEMENT WHEN RETURNED TO A LOWER GRADE

If current step is less than ten (10), then add one step for each grade down. If the current or new step is greater than ten (10), then use the following:

1. Current grade minus new grade = step differential.
2. Current grade step 10 minus step differential minus new grade step 10 = amount of decrease.
3. Current salary minus decrease amount = adjusted salary.
4. If adjusted salary less than step 10 of new grade, move to next higher step.

F. CALCULATION OF PAY RATES

1. An employee's per diem compensation rate will be determined by dividing the employee's full-time equivalent twelve (12) month salary rate by 260.
2. An employee's hourly pay rate will be determined by dividing the per diem rate by 7.5 hours.
3. An employee's overtime pay rate will be determined by multiplying the hourly rate by 1.5.

G. SALARY DETERMINATION FOR EMPLOYEES WORKING LESS THAN A TWELVE (12) MONTH WORK YEAR

1. The annual salary rate for an employee working less than a twelve (12) month work year will be determined by multiplying the applicable twelve (12) month per diem compensation rate by the number of annual office scheduled workdays in the employee's work year. Paid holidays occurring within the employee's scheduled work year will be considered workdays.
2. Effective July 1, 2008, eleven month employees shall be paid on a ten month calendar with the additional twenty (20) days compensated on an hourly basis using time sheets.

H. CALCULATION OF LOST TIME AND FINAL PAY UPON TERMINATION OF EMPLOYMENT OR COMMENCEMENT OF LEAVE WITHOUT PAY

1. The per diem rate shall be used for calculating lost time, leave without pay, per diem compensation and salary earned for employees terminating employment.
2. To determine an employee's fiscal year salary earned for final pay or leave without pay calculation, the employee's per diem compensation rate will be multiplied by the number of days worked, including paid holidays within the time worked within the fiscal year to the date of termination of employment.
3. To be eligible for holiday pay, an employee must have been on a paid status the full scheduled workday immediately preceding and following the holiday.

I. OUT OF TITLE WORK

If an employee agrees to do out of title work in a higher graded position than his/her current position, the employee shall do so at his/her current regular rate of pay for thirty (30) working days after which time (s)he shall receive the contractual rate of the higher grade if (s)he is continued in said position beyond the thirty (30) working day period noted herein.

J. TEACHER AIDE SALARY RATE CALCULATION

A Teacher Aide's annual salary rate shall be determined by multiplying the applicable schedule hourly rate by 1,350 hours. The Teacher Aide's daily rate shall be calculated by dividing the resulting annual salary rate by 200 days.

The hourly rate shall be calculated by dividing the daily rate by 6.75 hours or the annual rate by 1,350 hours.

K. SALARY: 2018-21

Each returning employee shall receive:

- 3.25% increase to base salary in 2018-19
- 3.25% increase to base salary in 2019-20
- 3.0% increase to base salary in 2020-21

The salary schedule shall be mutually developed as per past practice.

L. PAYROLL SCHEDULES

Bi weekly or semi-monthly Payroll schedules will be developed by the BOCES on an annual basis. The President of the COMBO will be notified on or before April first of any change from year to year as to which of these two schedules will be used. When a scheduled pay day falls on a Saturday, Sunday or a Monday holiday, bargaining unit members will be paid on the preceding Friday.

**ARTICLE XIX
GRADE/TITLE CHANGES**

If an employee fails to gain permanent status within a job title and, as a result, is returned to a former job title where permanent status had been earned, the employee's salary shall be calculated pursuant to Article XVIII-Salary, Section E.

**ARTICLE XX
SAVINGS CLAUSE**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, or would tend to impinge upon or reduce any way the duties or responsibilities of the Board of Education as defined in Section 1709, 1711, or other sections of the Education Law pertaining to the duties and responsibilities of the Board of

Education, 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 XXI ZIPPER CLAUSE

The parties agree that all terms and conditions of employment of concern have been discussed during the negotiations leading to this Agreement and that negotiations will not be reopened at any time on any item whether contained herein or not before the date negotiations are reopened for a successor Agreement. This Agreement may be added to, deleted from, or modified only through the voluntary mutual consent of both parties in a written and signed amendment to this Agreement.

ARTICLE XXII MANAGEMENT RIGHTS

It is understood and agreed that all the rights, power and authority possessed by the BOCES Board of Education prior to this Agreement remain vested in the Board, except those rights which are specifically deleted by this Agreement.

ARTICLE XXIII REMOVAL AND OTHER DISCIPLINARY ACTION

- A. All bargaining unit employees shall be contractually afforded Section 75 rights as described in Civil Service Law.
- B. Such rights shall be extended to all unit employees after two (2) years of service with the BOCES, or sooner if the employee has qualified for earlier protection under Civil Service Law.
- C. The officer designated to hear the charges shall be appointed from a list of five (5) persons who are mutually acceptable to the parties to serve in that capacity. The hearing officers shall be identified by name in the contract and shall be jointly contacted by the parties in rotation to hear the case. If the parties are unable to mutually agree upon five (5) individuals within a reasonable time frame, then the parties agree to use the procedures of the American Arbitration Association to select the hearing officer.
- D. The cost for the hearing officer shall be shared equally by the parties. Any stenographic record of such hearing shall be paid for by the party requesting same.
- E. Unit employees who change positions after serving the BOCES for two (2) years or otherwise qualifying for Section 75 rights shall serve new probationary periods in accordance with Civil Service Law but not greater than fifty two (52) weeks. Successful completion of this period shall again qualify the employee for Section 75 protection. An employee who does not successfully complete the new probationary period may return to his/her former position.

**ARTICLE XXIV
REMUNERATION OF TEACHER AIDES AS BUS DRIVERS**

- A. Teacher Aides, legally certified and licensed as bus drivers, will be paid an additional two dollars and fifty cents (\$2.50) per hour for required pupils' transportation. The schedules will be developed, authorized, and monitored by the Director of Special Education. Payment will be monthly upon submission of a time sheet approved by the Director of Special Education.
- B. Teacher Aides, legally certified and licensed as bus drivers, who are directed by the Director of Special Education (or the Supervisor of Special Education) to transport students beyond their regularly scheduled workday (seven and one fourth [7 1/4] hours, with an inclusive one half [1/2] hour lunch period) shall be paid their hourly rate plus the differential provided for in paragraph A of this section, for the hours they are required to transport students beyond their regularly scheduled workday.
- C. It is understood that the practice of utilizing Teacher Aides for this service may be discontinued by the BOCES.

**ARTICLE XXV
TEACHER AIDES AS SUBSTITUTE TEACHERS**

- A. With the sole exception of the circumstance noted in Section B of this article, any teacher aide who serves as a substitute teacher shall do so on a voluntary basis.
- B. The BOCES may make an involuntary assignment to a teacher aide to serve as a substitute teacher if both of the below conditions are met:
 - 1. The teacher aide is assigned as the substitute teacher to the class in which (s)he normally serves as the teacher aide.
 - 2. The BOCES has made every effort to hire a per diem teacher substitute and/or locate other appropriate personnel within the BOCES to perform the duty and has failed to find such a person.
 - 3. In the event such an involuntary assignment is made, the BOCES will take whatever steps are necessary to minimize such involuntary assignments in the future.
- C. Any teacher aide who substitutes for an absent teacher shall be compensated at the rate of 1/200 of the base pay for a teacher assistant plus twenty (\$20) dollars per day or the daily rate established for a BOCES substitute teacher, whichever is greater. The above rate shall be prorated for less than a full day's work as a substitute.
- D. In the event a teacher aide serves as a substitute teacher, the BOCES will make every effort to engage a substitute teacher aide to replace the aide while (s)he has assumed the role of the substitute teacher.

**ARTICLE XXVI
PROFESSIONAL ATTIRE**

Unit members are expected to dress in a professional manner that is appropriate for their job duties during their scheduled work hours. Uniforms will be worn when provided per Appendix IV (MOA regarding uniforms for Operations and Maintenance staff). Examples of clothing that is never acceptable include any garment that is ripped, excessively tight, revealing or midriff-baring. Exceptions may be requested for days when there are special events or celebrations.

**ARTICLE XXVII
INVOLUNTARY TRANSFER**

- A. An involuntary transfer or reassignment shall be one defined as any geographic change in an employee's work site or shift assignment which the employee has not requested.
- B. When the need for an involuntary transfer or reassignment is known, the BOCES shall seek volunteers, from among those meeting the qualifications identified below and of the position, who shall be transferred or reassigned first.
- C. If involuntary transfer occurs, the following criteria, (in rank order) shall be utilized by the District Superintendent to determine who shall be transferred, and whose decision is final:
 - 1. Job requirements including any Civil Service status.
 - 2. Experience in type of assignment.
 - 3. Preference of employee in accordance with his/her BOCES seniority provided his/her work record has been satisfactory.
- D. Written notice of involuntary transfer or reassignment shall be given to employees, and under normal circumstances, at least one (1) month prior to the effective change.
- E. No transfer shall be made for arbitrary, capricious, or disciplinary reasons.
- F. An involuntary transfer or reassignment will be made only after a meeting between the employee involved and the appropriate Supervisor at which time the employee will be notified in writing of the reason therefore. In the event that an employee objects to the transfer or reassignment, (s)he will notify the COMBO President.
- G. Employees who are being reassigned involuntarily will be given the opportunity, during working hours, to visit the location to which such reassignment will be made.
- H. In the event that an employee is involuntarily transferred and wishes to return to his/her previous assignment or shift, or an assignment closer in distance to the previous assignment, a reasonable effort will be made to accommodate this request if there is such a vacancy.

**ARTICLE XXVIII
RETIREMENT**

- A. Unit employees are eligible for coverage under the New York State Employees Retirement System in accordance with that System's Rules and Regulations. The System has different Tiers which provide different retirement benefits depending on when an employee joined the System. Unit employees who belong to Tier I (those who joined the ERS prior to July 1, 1973) and Tier II (those who joined the ERS on or after July 1, 1973, but before July 27, 1976) are covered by Retirement Plan 75-i. As an additional benefit, unit employees in Tiers I, II, III, IV, V and VI are entitled to the provisions of Section 41-j.

- B. Upon retirement, a unit employee may convert up to three hundred (300) unused sick leave days that are not utilized under Section 41-j of the NYSERS to a stipend which shall be non-elective employer contribution to an IRS Code Section 403(b) account for the employee's benefit in accordance with the following chart. The employer shall forward the amount due within thirty (30) days of the employee's retirement.

0 to 50 days	No payment
51 to 125 days	\$35 per day for each accumulated day at time of retirement
126 to 200 days	\$50 per day for each accumulated day at time of retirement
201 to 300 days	\$60 per day for each accumulated day at time of retirement, to a cap of 300 days

**ARTICLE XXIX
LONGEVITY STIPEND**

Longevity stipends of five hundred dollars (\$500) will be paid on June 30 following an employee's 15th, 20th, 25th, 30th, and 35th anniversary of continuous employment with OCM BOCES as follows:

15-19 years of Service	\$500.00
20-24 years of Service	\$1,000.00
25-29 years of Service	\$1,500.00
30-34 years of Service	\$2,000.00
35 or greater years of Service	\$2,500.00

For unit members retiring from BOCES employment at the end of a fiscal year, the longevity stipend will be paid as per the above, provided they have worked through June 28th of that year. Employees leaving for any other reason, must work through the end of the regular work year in order to be eligible for this stipend.

ARTICLE XXX
ADULT EDUCATION COURSES

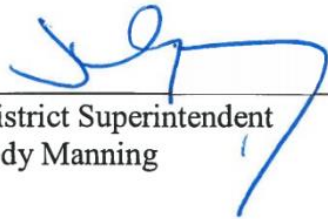
- A. COMBO unit members shall be entitled to take part-time continuing education avocational enrichment courses through the BOCES Adult Education Division without charge to the employee based on the following constraints:
1. Up to ten (10%) percent or thirteen (13) unit members, whichever is greater, will be eligible to enroll for tuition free adult education courses each semester.
 2. Full-Time Program offerings, day or night, will not be available for unit members under this tuition free program, i.e., Step Programs and part-time specialty courses such as Dental Assistant and Tractor Trailer.
 3. Before any COMBO unit employee will be eligible to participate in a course offering, said course offering must be registered with a sufficient number of paying students (minimum enrollment) to insure the course will not sustain a loss and there is sufficient space to accommodate the applicant(s).
 4. Unit member(s) shall be eligible to participate in one course offering each semester up to the maximum number specified in point one above.
 5. Course enrollment shall be restricted to those offerings located at the BOCES Main Campus, Thompson Road Campus and Cortlandville Campus.
 6. Unit members will be responsible for any costs, other than tuition, required by the course and/or instructor.
 7. Unit employees shall register for a specific course, as would any other potential student, and forward said registration to the attention of the Director of Adult Education.
 8. Thereafter, the Director of Adult Education or his/her authorized designee shall notify the employee of his/her enrollment or non-enrollment in said program. In case a unit member is not enrolled for a particular course, the employee shall be advised of the reason for same.
 9. This program is designed for course work related to personal enrichment and not for career training, advancement and/or change.

**ARTICLE XXXI
DURATION**

This Agreement shall be effective as of July 1, 2018 - June 30, 2021.

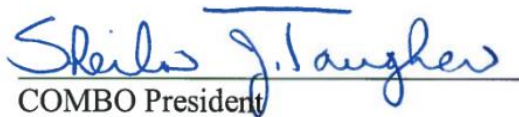
Board of Cooperative Educational Services
Sole Supervisory District of
Onondaga-Cortland-Madison Counties

Date: 8/1/18

By: 
District Superintendent
Jody Manning

Cortland-Onondaga-Madison
BOCES Organization

Date: 8/1/18

By: 
COMBO President
Sheila Taugher

APPENDIX I
SALARY SCHEDULE, JOB TITLES AND SALARY GRADES

The Salary Schedules are available on the OCM BOCES website.

1. Go to website: ocmboces.org
2. Navigate to : Personnel Forms
3. Click the link of the available Salary Schedule; for example:
 - a) COMBO 2018-2019 Salary Schedule
 - b) COMBO 2019-2020 Salary Schedule
 - c) COMBO 2020-2021 Salary Schedule

JOB TITLES AND SALARY GRADES

Grade 1

- Teacher Aide

Grade 2

Grade 3

- Clerk I
- Guard
- Media Scheduler
- Stock Attendant

Grade 4

- Attendant (Driver)
- Data Entry Equipment Operator
- Film Inspector
- Food Service Helper 1
- Steno I
- Stock Clerk
- Switchboard Operator
- Office Machine Operator

Grade 5

- Account Clerk I
- Account Clerk/Typist I
- Duplication Machine Operator I
- Library Clerk I
- Word Processing Operator

Grade 6

- Cook 1
- Data Entry Supervisor
- Driver-Messenger
- Film Librarian
- Information Aide
- Peripheral Equipment Operator
- Photocopy Machine Operator
- School Monitor
- Senior Control Clerk
- Typist I

Grade 7

- Clerk II
- Computer Equipment Maintenance Specialist
- Control Clerk
- Control Clerk Supervisor
- Custodial Worker I
- Library Clerk II
- Publication Aide
- Purchasing Clerk
- Steno II

Grade 8

- Clerk III
- Custodial Worker II
- Duplicating Machine Operator II
- Maintenance Worker I
- Programmer Trainee
- Storekeeper
- Typewriter Repair Worker

Grade 9

- Account Clerk II
- Computer Services Assistant
- Console Operator
- Custodian I
- Financial Aid Examiner
- Graphics Technician
- Library Media Specialist
- PC Software Support Specialist
- Typist II

Grade 10

- Administrative Aide
- Audio Visual Repair Worker
- Audio Visual Specialist
- Data Center Help Desk Specialist
- Documentation Support Specialist
- Inventory Control Specialist
- Library Clerk III
- Programmer I

Grade 11

- Account Clerk III
- Administrative Assistant
- Computer Repair Technician
- Custodian II
- Maintenance Worker II
- System Programmer Trainee
- Systems Training Assistant
- Technical Support Specialist
- Telecommunications Network Technician

Grade 12

- Assistant School Purchasing Officer
- Audio Visual Repair Technician
- Computer Support Specialist
- Cook Manager
- Information Systems Coordinator
- Inventory Control Supervisor
- Junior Systems Programmer
- Programmer II

Grade 13

- Assistant Systems Consultant (Financial)
- Computer Operations Shift Supervisor
- Custodian III
- Education Aide
- LAN Technical Support Specialist
- Maintenance Mechanic
- Media Development Specialist
- Micro Computer Specialist

Grade 14

- Accountant I
- Data Center Help Desk Supervisor
- Network Administrator
- Programmer Analyst
- Public Information Specialist
- Safety Officer
- Systems Programmer
- Web Site Administrator

Grade 15

- Communication Network Analyst/Info Tech
- Enterprise Support Specialist
- Public Health Educator
- Senior Systems Programmer
- Systems Analyst
- Systems Consultant
- Telecommunications Coordinator

Grade 16

- Central Stores and Mail Manager
- Maintenance Mechanic II

Grade 17

- Custodial Supervisor
- Maintenance Crew Leader
- School Dietician
- Senior Network Administrator
- Senior Systems Consultant for Network Computers
- Senior Website Administrator

Grade 18

- Database Administrator

Grade 19

Grade 20

Off Grade Position(s)

- Coordinated School Health Training Specialist

APPENDIX II GROUP HEALTH INSURANCE ADMINISTRATIVE PROCEDURES

Employee Eligibility

To be eligible for health insurance coverage an employee must have been hired on a salaried basis for a minimum of fifty (50%) percent of a regularly scheduled work week for an anticipated period of employment of at least three (3) months. A unit employee who is involuntarily reduced below the 50% threshold eligibility shall have his/her insurance continued at the same rate of contribution if (s)he continues employment.

Employees who are married to each other may not enroll for an individual and family or two (2) family coverages. Employees who are married to each other may each enroll for individual coverage or one employee may enroll for family coverage only. This enrollment restriction shall be effective at such time as the flexible spending plan is operational.

Dependent Eligibility

The following types of dependents are eligible for coverage under your enrollment:

- Your spouse (a legally separated spouse is eligible for coverage under the Program but a former spouse is not);
- Your unmarried children under 19 years of age;
- Your unmarried children 19 years of age or older but under 25 who receive more than half of their support from you and who are full-time students at a secondary or preparatory school or college or other accredited educational institution. Time spent in military service, not to exceed four (4) years, may be deducted from the dependent's age for the purpose of establishing eligibility for coverage.

A dependent child whose 19th birthday occurs during the school vacation period will continue to be covered under the Program, provided the child is enrolled in a school and it is anticipated the child will resume full-time student status at the end of the vacation period. In the event a dependent student is disabled and is granted a medical leave by the school (s)he is attending, coverage will be continued for a maximum of twelve (12) calendar months following the month in which the child withdraws from school plus the time between the end of that period and the beginning of the next regular semester.

- Your unmarried child 19 years of age or older who is incapable of self-support by reason of mental or physical disability and who became so incapable before reaching age 19.

The eligibility of such a dependent should be established as early as possible.

This should be done at the time of your initial enrollment if the child is age 19 when you first enroll in the Program, eligibility for continued coverage should be established at the time of the child's 19th birthday.

In this Program, the term "child" or "children" includes:

- An employee's own child or legally adopted child, regardless of the child's place of residence or the degree of support provided;
- Any stepchild of the employee;
- Any child whom the unit member has "legal guardianship."

An employee's parents are not eligible for coverage even though they may qualify as dependents for income tax purposes.

Effective Dates of Coverage

If an employee applies within thirty (30) days of date of employment, coverage will begin on the first day of the month coinciding with, or following, the date of employment.

Enrollment Changes

If an employee applies for Family coverage within thirty (30) days of marriage, then Family coverage will become effective on the first day of the month following his/her request for Family coverage.

Dependent children are eligible from moment of birth. The employee must apply to add the dependent child within thirty days of birth.

An employee may request a change from Family coverage to Individual coverage at any time if (s)he:

- No longer has dependents eligible for coverage.
- No longer wishes to provide coverage for his/her dependents even though (s)he is still eligible. Such dependents cannot be re-enrolled until the next open enrollment period.

Leave Without Pay

Coverage may be continued while on an approved leave of absence without pay as long as the employee pays the total applicable premium cost at the group rate.

Waiver of Premium for Disability

- 1) A waiver of premium for a period up to three (3) months in duration may be granted to an employee who is totally disabled while on authorized leave without pay
- 2) In order to be eligible for such a waiver the employee must meet all of the following conditions:

- a. (S)he must be totally disabled as a result of sickness or injury and have been continuously so disabled for at least three (3) months.
- b. The employee must be on authorized leave without pay.
- c. (S)he must have kept coverage in effect during the period (s)he has been off the payroll.

Layoff and Preferred List

An employee whose services have been terminated due to the abolition of his/her job may continue coverage in accordance with the provisions of COBRA. During the first three (3) months of continuance, the premium shall be shared in the same manner as for active employees. During the remaining period of continuance, the enrollee is required to pay the total applicable premium cost (individual or family).

Retirement - Service Retirement

An enrolled employee is eligible to continue coverage after retirement if (s)he has completed ten (10) years of service with BOCES, and is at least 55 years of age and qualified for retirement as a member of the appropriate New York State Retirement System, at the time of retirement.

Effective June 30, 2015, any enrolled employee hired on or after January 1, 2005 is eligible to continue coverage after retirement if (s)he has completed fifteen (15) years of service with the BOCES, and is at least 55 years of age and qualified for retirement as a member of the appropriate New York State Retirement System, at the time of retirement

BOCES will pay ninety (90%) percent of the premium for individual coverage and seventy-five (75%) percent of the premium for dependent coverage.

Retirement - Disability Retirement

If you are granted an accidental disability retirement, you may continue your health insurance coverage, regardless of your age or length of service. BOCES will pay ninety (90%) percent of the premium for individual coverage and seventy five (75%) percent of the premium for dependent coverage. Effective July 1, 2003, the employer contribution rate will be the same as that for Service Retirement.

If you are granted an ordinary disability retirement, you may continue your coverage regardless of age, if you have the number of years of BOCES service required to continue coverage after retirement. BOCES will pay ninety (90%) percent of the premium for individual coverage and seventy-five (75%) percent of the premium for dependent coverage.

Vested Status

An employee who is eligible to vest his/her retirement and who has fifteen (15) years of BOCES service and who is either age 50 or within five (5) years of retirement under either the New York

State Teachers' Retirement System or the New York State Employees' Retirement System who terminates employment may continue in the group insurance provided full payment of the premium is made.

To continue coverage as a vestee, enrollee must pay the full cost of coverage. When the enrollee is eligible to receive a retirement allowance the enrollee will be required to pay only the enrollee's share of the cost. To be eligible to continue coverage as a retiree, the enrollee must have been enrolled during the entire time (s)he was in vested status. Any interruption of coverage because of failure to remit payments for the full cost of coverage will disqualify the enrollee from continuation of coverage in retirement.

Death of Enrollee - Survivor Coverage

Coverage will continue for three (3) months without cost to the presently enrolled and covered dependent(s). If the deceased employee had ten (10) years of BOCES service, the surviving dependent(s) can continue in the group by paying the full premium. If the deceased employee had less than ten (10) years of BOCES service and death was due to a work related accident, the surviving dependent(s) can continue in the group by paying the full premium.

Termination of Coverage Upon Termination of Employment

When you cease to be employed, your coverage will end on the last day of the month in which your employment ends.

Medicare Reimbursement

The BOCES will continue to reimburse the cost of Medicare Part B for those enrollees who were employed prior to April 1, 1983. Enrollees employed on or after April 1, 1983 will be responsible for the cost of Medicare Part B.

APPENDIX III DENTAL INSURANCE ENROLLMENT PROCEDURES

Employee Eligibility

To be eligible for dental insurance coverage an employee must have been hired on a salaried basis for a minimum of fifty (50%) percent of a regularly scheduled work week for an anticipated period of employment of at least three (3) months. A unit employee who is involuntarily reduced below the 50% threshold eligibility shall have his/her insurance continued at the same rate of contribution if (s)he continues employment.

Initial Enrollment - Effective Date of Coverage

The effective date of coverage for either individual or family coverage for a new employee will be established in one (1) of the following ways:

1. If the employee applies for coverage within thirty (30) days from the date of employment (Initial Open Enrollment Period), coverage will begin on the first day of the month coinciding with, or following, the date of employment.
2. If the employee fails to apply for coverage during the Initial Open Enrollment Period, the employee may thereafter apply for coverage during the Annual Open Enrollment Period which is December of each year.

Enrollment Changes - Effective Date of Coverage

If an employee, who is insured for Individual Coverage, applies for Family Coverage within thirty (30) days from first acquiring dependents, family coverage will begin on the first (1st) day of the month following the date of application for family coverage.

If an employee fails to apply for family coverage within thirty (30) days from first acquiring dependents, the employee may thereafter apply for coverage during the Annual Open Enrollment Period.

An employee may request a change from Family Coverage to Individual Coverage at any time if the employee:

1. no longer has dependents eligible for coverage.
2. no longer wishes to provide coverage for dependents even though they are still eligible. In this case, the employee may only re-enroll for family coverage during the Annual Open Enrollment Period.

An employee may cancel dental insurance at any time to be effective at the end of the month in which the insurance is cancelled. In this case, the employee may re-enroll for dental insurance only during the Annual Open Enrollment Period.

Termination of Coverage Upon Termination of Employment

When an employee ceases to be employed, dental insurance coverage will end on the last day of the month in which employment ends.

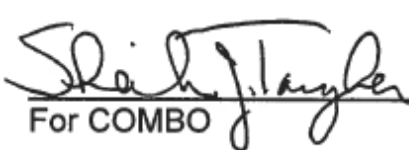
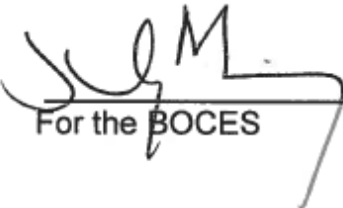
**APPENDIX IV
UNIFORMS MOA**

**Memorandum of Agreement
Between the
District Superintendent of the Onondaga-Cortland-Madison BOCES
And the
Cortland- Onondaga-Madison BOCES Organization**

The parties have met to discuss the issue of uniforms for Operations and Maintenance staff employed by the BOCES. Based on those discussions, it is agreed to the inclusion of the following under the terms of the Collective Bargaining Agreement between the parties:

1. Unit members in Operations and Maintenance positions are expected to wear BOCES purchased uniforms while on duty. The uniform will consist of a BOCES shirt. The employee can opt to wear their own pants, but pants will be available. Shorts for summer use will be included as an option on the approved list of options.
2. Upon completion of a period three (3) months full time regular employment, the BOCES will allocate up to \$250 for the employee to purchase uniforms from the BOCES approved list of uniform options. For purposes of implementation, Operations and Maintenance Staff meeting this criteria as of June 1, 2013 will be allocated \$250 for such use.
3. In each following year, each returning Operations and Maintenance employee will be allotted up to \$150 for new and replacement uniform purchases.
4. If a uniform item is damaged during work hours, and is deemed unwearable, the employee may turn it in for replacement by the BOCES.

By their signatures below, the parties hereby agree to the above and its inclusion under the terms of the Collective Bargaining Agreement between the BOCES and COMBO.

 Date 5/20/13  Date 20 May 13
For COMBO For the BOCES