

AGREEMENT

Between the

**EXECUTIVE OFFICER
of the
WAYNE-FINGER LAKES
BOARD OF COOPERATIVE
EDUCATIONAL SERVICES**

and the

**WAYNE-FINGER LAKES
ASSOCIATION OF SCHOOL
SUPPORT PERSONNEL**



JULY 1, 2017 – JUNE 30, 2021

TAYLOR LAW REQUIREMENT

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

From Section 204-a of the Taylor Law

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1) ARTICLE I – RECOGNITION

- a) The Board recognizes the Wayne-Finger Lakes Association of School Support Personnel as the exclusive bargaining agent of the unit including all regularly employed non-instructional personnel including:

A	<ul style="list-style-type: none"> • cleaner • school chauffer • laborer 	B	<ul style="list-style-type: none"> • typist • clerk • messenger
C	<ul style="list-style-type: none"> • purchasing clerk • audio visual tech • building maintenance assistant 	D	<ul style="list-style-type: none"> • stenographer • secretary I • account clerk typist • account clerk • custodian
E	<ul style="list-style-type: none"> • building maintenance mechanic • carpenter • senior account clerk typist • senior account clerk 	F	customer service representative
G	<ul style="list-style-type: none"> • information technology network technician/network technician • stock clerk I • application support services assistant I • senior data control clerk • computer services assistant/IT support tech I • telecomm network tech 	H	<ul style="list-style-type: none"> • computer programmer • senior building maintenance mechanic
K	school aide	L	<ul style="list-style-type: none"> • teaching assistant • licensed practical nurse
M	registered professional nurse	N	physical therapist assistant
O	programmer analyst	P	<ul style="list-style-type: none"> • computer systems analyst • web developer I
R	<ul style="list-style-type: none"> • information technology network analyst I/network engineer I • senior computer services assistant/IT support tech II • senior application support services assistant/app sup services assistant II • stock clerk II 	S	<ul style="list-style-type: none"> • HVAC service engineer • electrician
T	<ul style="list-style-type: none"> • senior network analyst • information technology network analysts II/network engineer II 	U	automotive mechanic
The letter refers to the employee category in the salary schedule.			

- b) Excluded from the bargaining unit are supervisor of buildings and grounds, clerk of the BOCES, treasurer, secretary to the District Superintendent, secretary to the associate superintendent, secretaries to the assistant superintendents, secretary to the director of human resources, public relations persons, internal auditor, personnel clerks, payroll clerks, supervisor of computer operators, head custodians, student employees, per diem substitutes, casual, temporary or seasonal employees, all managerial, confidential, or supervisory personnel, those managerial individuals who exercise BOCES-wide responsibility, all certified personnel except teaching assistants, and all unit members classified as regular professional nurse, audio visual technician, clerk, and messenger employed 35% or less of a normal work assignment.
- c) Long-term substitutes who work at least six (6) continuous months, and where those months are determined in advance and are for the replacement of a member of the bargaining unit, are recognized as belonging to the bargaining unit. Any benefits to which these persons are entitled shall be as specified in this Agreement.
- d) The parties further understand and agree that this recognition clause supersedes the Public Employment Relations Board unit certification dated July 15, 1980, and that from this date forward, the bargaining unit shall be considered a recognized bargaining unit.

2) ARTICLE II -- MANAGEMENT RIGHTS

- a) The parties agree that the Board and its designated supervisory officials are responsible for the operation of the BOCES.
- b) The Association also recognizes the basic responsibility of the Board, pursuant to the Education Laws of the State of New York, except as those policies are modified by the terms of this Agreement.
- c) Further, the parties understand and agree that the BOCES retains all of the rights, authority, prerogatives, and responsibilities possessed by it prior to the signing of this Agreement, including the right to subcontract or contract for any work, operation, or delivery of BOCES service, except as may be modified by the specific and express terms of this Agreement. Should the BOCES subcontract or contract for any work, operation, or delivery of BOCES services, the BOCES agrees to negotiate the impact.

3) ARTICLE III -- EMPLOYEE RIGHTS

a) Access to Personnel File

- i) By appointment, unit members shall be given access to their official personnel file maintained by the BOCES, except for confidential material contained therein. The unit member may be accompanied by one (1) Association representative of his/her choice. Material contained within the official personnel file may not be removed from said file without the specific and express written authorization of the Executive Officer or his authorized designee. A member of the administrative staff or his authorized designee shall be unobtrusively present during this review. This

presence is intended to recognize the employee's right to privacy, but at the same time, it assures the contents of the employee's file remain intact.

- ii) The unit member shall have the right to copy all materials, except for confidential material therein, contained in his/her file at a nominal fee of five cents (\$.05) per page.
- iii) In the event that any document, except for that initiated by the unit member, relating to an employee's conduct is placed in the official personnel file, a copy of the document shall be shown to the employee who shall sign the document to signify that s/he has read such document. The signature in no way indicates agreement with the contents of the document. The unit member shall also be given a copy of the document.
- iv) A unit member shall have the right within 10 working days to attach a response to the material placed in his/her personnel file.

b) Disciplinary Action

- i) Other than specified in Section a-iii of this Article, in the event that a unit member's work performance is deemed unsatisfactory by the administration, s/he will be so informed verbally. If improvement is not made, the verbal warning will be followed by a written notice.
- ii) If a scheduled meeting is held where disciplinary action may result, the employee may be accompanied by a representative.
- iii) In the event that an employee is summarily discharged or suspended from his/her position, the employee may request a meeting with the Executive Officer or his authorized designee. The employee may be accompanied by a representative. The Executive Officer or his designee shall conduct such a meeting as soon as possible to review the action taken.
- iv) This Article shall not be applicable to probationary employees.

4) ARTICLE IV -- WORK HOURS AND WORK YEAR

a) Operation & Maintenance/Buildings & Grounds Personnel - Regular Employees (Categories A, B, C, D, E, H, S, U)

- i) The normal work day shall consist of eight (8) hours per day excluding a one-half hour unpaid lunch period.
- ii) The normal work week shall consist of five (5) days in any seven (7) day period, Saturday through Friday.
- iii) The normal work year shall run from July 1 through June 30.

b) Clerical Personnel - Regular Employees (Categories B, C, D, E)

- i) The normal work day shall consist of eight (8) hours per day excluding a one-half hour unpaid lunch period.
- ii) The normal work week shall consist of five (5) days in any seven (7) day period, Saturday through Friday.
- iii) The normal work year shall run from July 1 through June 30.

c) Teaching Assistants, LPN, RPN, and PT Assistant (Category L, M,N)

- i) The normal work day shall consist of seven and one-quarter (7 1/4) hours per day, including a thirty-five minute unpaid lunch period.
- ii) The normal work week shall be the same as that worked by the teachers.
- iii) The normal work year shall be the same as that worked by the teachers.
- iv) Teaching Assistants may be required to spend a maximum of 30 hours per year beyond the normal work day as may be required by their supervisor. No more than four (4) hours in any single month may be scheduled by the supervisor. Once the 30 hour limit for the year is reached, no more hours may be scheduled by the supervisor. Teaching Assistants will be compensated at their regular hourly rate for such hours beyond their normal work day.

d) School Aides - Regular Employees (Category K)

- i) The normal work day shall consist of six (6) hours per day excluding a 35 minute unpaid lunch period.
- ii) The normal work week shall be the same as that worked by the teachers.
- iii) The normal work year shall be the same as that worked by the teachers.
- iv) School Aides may be required to spend a maximum of 30 hours per year beyond the normal work day as may be required by their supervisor. No more than four (4) hours in any single month may be scheduled by the supervisor. Once the 30 hour limit for the year is reached, no more hours may be scheduled by the supervisor. School aides will be compensated at their regular hourly rate for such hours beyond their normal work day.

e) Technology Personnel - Regular Employees (Categories F, G, H, O, P, R, T)

- i) The normal work day shall consist of eight (8) hours per day excluding a one-half hour unpaid lunch period.
- ii) The normal work week shall consist of five (5) days in any seven (7) day period, Saturday through Friday.
- iii) The normal work year shall run from July 1 through June 30.

- f) Employees Other Than Full Time** -- It is understood that employees may be hired in a capacity other than regular as defined in this Article. In such cases, work hours, work week and year shall be established by the Executive Officer.
- g) Summer and Academic School Year Hours** -- At the discretion of the immediate supervisor, employees may begin work and end work up to one (1) hour earlier.
- h) Work Assignment** -- If a unit member's assignment is known by the BOCES for the following school year, the unit member shall be advised of the assignment by August 1.
- i) Lunch Period Work** -- If a unit member must remain with students at a student work-site apart from the BOCES, during his/her thirty five (35) minute lunch period (scheduled 10:00 a.m. through 2:00 p.m.), the BOCES shall pay the individual up to \$3.00 for lunch. The individual shall be dismissed thirty five (35) minutes before the end of his/her regular work shift that day. This provision does not apply if the employee actually receives his/her thirty-five (35) minute lunch period anytime between 10:00 a.m. through 2:00 p.m. If a unit member is employed in EduTech, specifically to provide services to multiple sites in a single day, then reimbursement for meals shall be made as described in administrative regulations.
- j) Entry to Work Locations** -- Members will follow the procedures and protocols as determined by the host District.
- k) Itinerant Staff Calendar**
 - i) 10-month itinerant staff shall work with their direct supervisor to compare the BOCES calendar and the calendar(s) of the employee's assigned district(s) by October 1 of each school year, or within two (2) weeks of a new assignment.
 - ii) 12-month itinerant staff shall work with their direct supervisor to compare the BOCES calendar and the calendar(s) of the employee's assigned district(s) by August 1 of each school year, or within two (2) weeks of a new assignment.
 - iii) The employee and Supervisor will develop a plan to determine how to provide services while ensuring the employee's work year does not exceed the terms of the contract (187 work days for 10 month-staff and 13 paid holidays for 12 month-staff) and submit the plan to the director/assistant superintendent of the department and Director of Human Resources for approval each year.
- l) Faculty Meetings** -- Unit members (certified and classified staff) assigned to work in the K-12 Department will attend periodic faculty meetings. The faculty meetings shall take place no more than eight (8) times a year and never on the same week as a scheduled professional development hours, except in emergency situation. Faculty meetings during contractual time may be scheduled in the morning, mid-day, or afternoon, depending on the schedule that fits best to the individual site and needs of the program. Faculty meetings scheduled outside of the normal workday, whether in advance or for emergency purposes, will be paid time for any employee with less than a 1.0 FTE appointment, when attendance is required. Faculty meetings should be announced at least one (1) week in advance, except in the case of emergencies. Faculty meetings should not result in loss of the unpaid lunch period.

m) Professional Development Hours

Unit members may be required to participate in Professional Development for up to ten (10) hours per a school year outside of the normal work day. These hours may be in-person, self-directed, webinar, or other method at the direction of the department. Each department may develop a professional development plan and communicate such plan to employees as far in advance as practicable. The scheduled dates will be communicated to unit members prior to June 30th of each year.

Any dates that need to be rescheduled due to unanticipated conflicts will require a minimum of two (2) weeks' notice prior to the new date.

Unit members may choose to attend additional Professional Development Hours as long as attendance is pre-approved by the immediate supervisor.

Professional Development scheduled outside of contractual time, whether in advance or for emergency purposes, will be paid time for any unit member, when attendance is required or pre-approved by the immediate supervisor.

In the case that a unit member cannot attend a scheduled Professional Development opportunity they may seek pre-approval by the immediate supervisor to attend at another BOCES site if the same or similar professional development opportunity is offered.

If an employee is on an approved unpaid leave, the unit member will not be required to attend the scheduled Professional Development hours, however, the unit member remains responsible for any New York State Education Department (SED) required Continuing Teacher and Leader Education (CTLE) hours or other required trainings or hours for the unit member's state licensures and/or certifications.

5) ARTICLE V -- SENIORITY/LAYOFF PROCEDURE

- a)** In the event of the abolition or reduction of positions in the Wayne-Finger Lakes BOCES resulting in layoff of employees who are in the Competitive Class of the classified service of Ontario County Civil Service, the process shall be governed by Section 80 of the Civil Service Law.
- b)** In the event of the abolition or reduction of positions in the Wayne-Finger Lakes BOCES resulting in layoff of employees who are classified as teaching assistants, Section 2510 of the Education Law will prevail.

In the event of the abolition or reduction of Teaching Assistants with less than 1.0 FTE in the Wayne-Finger Lakes BOCES resulting in layoff the following procedure will apply:

- i)** Years of service shall be determined by continuous service as a teaching assistant. Any consecutive school years worked, regardless of the start date of the appointment, shall count for years of service purposes.
- ii)** A separate priority list shall be maintained for all teaching assistants with less than a 1.0 FTE at the end of each school year.

For purposes of hiring, those teaching assistants on the priority list, who are not offered an appointment to a teaching assistant position for the subsequent school year, will be notified by the BOCES of anticipated open teaching assistant positions prior to the school year.

- iii) Teaching assistants, who can certify that they hold a current certification, meet the requirements and can fulfill the essential elements of the position, will be eligible for appointment and will be considered first for any open position.
 - iv) Teaching assistants on the priority list must respond to the mailing by the date indicated to express their interest in open positions. It is understood that the entire priority list will receive this information and be eligible for any opening they qualify for at any BOCES site/program, regardless of years of service. If a teaching assistant on the priority list declines a position, he/she will not be on the priority list in the following year, however, he/she may still apply in the future for a new position and appointment at BOCES.
- c) In the event of the abolition or reduction of positions in the Wayne-Finger Lakes BOCES resulting in layoff of employees who are in the Non-Competitive or Labor Class of the classified service of Ontario County Civil Service, the following procedure will apply:
- i) Seniority will be determined from the date that an employee was last appointed to a non-competitive or labor class position followed by continuous service thereafter. Exceptions to this method of seniority calculation will be established by Ontario County Civil Service based on applicable Civil Service Laws. For purposes of this Article, the following will apply:
 - (1) Full-time service will be as specified for regular employees under Article IV, Work Hours and Work Year. In calculating the total months of service, only months actually worked will be counted. For example, a regular 10 month employee would be credited with 10 full months of seniority service in a budget year. A regular 12 month employee would be credited with 12 months seniority service in a budget year.
 - (2) Seniority for part-time service will be determined by the number of continuous months worked in that budget year multiplied by the assigned FTE. For example, a person with .5 FTE who worked all 12 months in a budget year would be credited at the end of the year, for seniority purposes, with 6 months.
 - ii) Situations may arise where persons started work on the same date, have the same FTE, and are regular employees. Should layoff be necessary, the following procedure will be followed for these people:
 - (1) The dates of Board action appointing the persons will be checked. Layoff will occur in inverse order of Board action to appoint.
 - (2) In case the dates the persons in question started work and the dates the persons in question were appointed by the Board are the same, personnel records will be

examined to determine the date employment was offered. Layoff will occur in inverse order of the date employment was offered.

- (3) In case the dates on which employment began, on which Board action occurred, and on which employment was offered are the same, order of layoff will be determined by the order in which the Board acted to appoint as specified in the Board minutes.
- iii) Persons employed on a substitute/temporary basis to fill in for persons on leave do not earn seniority with one exception. Should a person be employed on a temporary/substitute basis and then, without any break in continuous service, be continued in the same position as a result of the person on leave resigning or otherwise leaving the BOCES, continuous service shall be granted from the date that the person in question was last appointed.
- iv) Continuous service shall be broken by any one of the following actions:
 - (1) Resignations
 - (2) Terminations or suspension not followed by reinstatement
 - (3) Retirement
 - (4) Failure to return to work in accordance with notice of recall from layoff in accordance with recall procedures defined in this Article
 - (5) Failure to be recalled from a layoff list within four (4) years from the date of layoff
- v) Unpaid leaves of absence shall not break continuous service, but shall not be counted for purposes of computing seniority.
- vi) Persons appointed to valid, temporary positions in accordance with the rules of the Ontario County Civil Service Commission, are excluded from the provisions of Article V, with the exception of Article V-c-iii. In other words, the provisions of Article V-c-iii apply to persons appointed to valid, temporary positions.

d) Layoff

- i) Layoffs among positions within the non-competitive or labor class in the Ontario County Civil Service will proceed in inverse order (last in, first out) of the standing on the seniority list for that layoff unit of employees holding the same class title. The layoff unit shall be defined as the Wayne-Finger Lakes BOCES. A unit member who is laid off from the unit may exercise his/her right to fill a vacant position in the same job title in the layoff unit.
- ii) In the event that a senior part-time employee bumps a junior regular employee in the same class title, the part-time employee must accept the bumped employee's regular assignment or said employee will be processed as a quit.

e) Recall

- i) Any employee who is laid off shall be placed on a recall list in the order of seniority. Such placement shall be in effect for a period of four (4) years from the date of layoff. Recall will be in order of seniority. The affected position will not be filled from the

outside until eligible employees in the job titles in the layoff unit have had the opportunity to exercise their recall rights. In the case of an emergency, the position may be filled on a temporary basis.

- ii) Notification of recall will be sent to the employee by certified or registered mail to the employee's last address as on file with the BOCES human resources office.
 - iii) Failure by the employee to notify the BOCES human resources office, in writing, within fourteen (14) days from the date of the mailing of the notice of recall from layoff will be considered a refusal and the employee will forfeit any and all recall rights. The notice of recall will be accompanied by a form provided by the BOCES for the purpose of said written notification. The form will include the requirements of this position. Should the BOCES determine that the employee has forfeited his/her recall rights in accordance with this provision, the employee will have the opportunity to present any pertinent information relating to unusual circumstances.
 - iv) The laid off employee, if recalled during the period of his/her valid recall list, shall have his/her previously earned and unused sick leave restored to him/her, and his/her previously earned seniority will be restored.
- f) Merged Departments** -- In the event that any department is merged with a department from another BOCES or with a department from a school district, employees shall be notified of such merger intention prior to the date of said merger.

6) ARTICLE VI -- HOLIDAYS

- a) All regular twelve month employees shall be entitled to thirteen (13) paid holidays per year.
- b) The paid holidays shall be as follows:
 - i) Independence Day
 - ii) Labor Day
 - iii) Columbus Day
 - iv) Veterans' Day
 - v) Thanksgiving Recess (2)
 - vi) Holiday Recess (2)
 - vii) New Year's Day
 - viii) Dr. Martin Luther King Day
 - ix) Presidents' Day
 - x) Spring Recess (1)
 - xi) Memorial Day
- c) All regular 10 and 11 month employees covered by this Agreement shall be entitled to those paid holidays which are celebrated by the BOCES during the employees' regular work year.
- d) The actual calendar dates for the paid holidays shall be established by the Executive Officer. The parties further understand and agree that the holidays as defined above may be celebrated by the BOCES on a day other than the officially recognized date.
- e) The paid holidays are granted with the provision that any need to make up snow days will be used for that purpose. Should this occur, the Executive Officer will substitute the day(s) needed during the school vacation periods and/or during the month of June.

- f) The number of paid holidays shall not change, however, at the discretion of the District Superintendent; a floating holiday may be utilized in any given school year. The determination to use a floating holiday shall be communicated to the Association President prior to notification being sent to all BOCES employees.

1) ARTICLE VII -- VACATION

a) 12 month employees

- i) All regular 12 month employees and part-time employees with an assigned FTE of .50 or more will be eligible for vacation with pay as follows and subject to the procedures in Section c below. Vacation for eligible part-time employees will be pro-rated according to FTE.
 - (a) Employees with 1 through less than 4 full years of continuous regular service in this BOCES will accrue ten (10) days of paid vacation annually.
 - (b) Employees with 4 through less than 10 full years of continuous regular service in this BOCES will accrue fifteen (15) days of paid vacation annually.
 - (c) Employees with 10 or more full years of continuous regular service in this BOCES will accrue one additional day of paid vacation annually up to a maximum of 22 days
- ii) Twelve month employees hired after July 1, 2003 will have their vacation credited immediately. However, days will be pro-rated depending on their hire date. If the employee should leave the BOCES, prior to earning vacation days which were previously taken, they will have the value of those days deducted from their final compensation.

b) 10 and 11 month employees

- i) Ten and eleven month employees hired after July 1, 1981 are not eligible for paid vacation.
- ii) Neither teaching assistants nor school aides receive vacation.
- iii) All regular 10 and 11 month employees and part-time employees with an assigned FTE of .50 or more, hired prior to July 1, 1981 will be eligible for vacation with pay as follows and subject to the procedures in Section c below. Vacation for eligible part-time employees will be pro-rated according to FTE.
 - (1) Employees with 1 through less than 4 full years of continuous regular service in this BOCES will accrue ten (10) days of paid vacation annually.
 - (2) Employees with 4 or more full years of continuous regular service in this BOCES will accrue fifteen (15) days of paid vacation annually.

c) Vacation procedures

- i) The anniversary date for determination of a full year of service is July 1.

ii) An employee whose first year of service covers less than the full 12-month period of July 1 through June 30 will:

(1) Be credited with a full year of service for determination of years only if that service began before February 1. If such service began on or after February 1, no service credit for purpose of determining continuous service will be given.

(2) Receive pro-rated vacation for that year based on full months employed.

iii) Generally vacation will be taken in the fiscal year it is earned and cannot be accumulated from one year to another. At the end of the fiscal year, unit members may convert up to three (3) vacation days into accumulated sick leave (subject to the maximums, as described above). Unit members wishing to make this election must submit their request to the Human Resources Department using a BOCES-developed form, by June 15th of each fiscal year.

In rare circumstances, due to documented operational requirements if the unit member is denied from taking vacation and the employee ends the school year with more than three (3) vacation days total, the member may carry-over up to two (2) vacation days beyond the three (3) converted days, with the written authorization of the Director of Human Resources. Rare circumstances relate only to unforeseen operational circumstances, not personal preference. These days are non-cumulative.

iv) Requests for vacation will be submitted in writing to the employee's immediate supervisor at least three (3) weeks in advance for a vacation of two or more days in length. Requests for one or two days of vacation will be submitted in writing at least one (1) week in advance. Vacations will be scheduled when possible as requested by the employee within the limitations imposed by work load, peak periods, and other requests for vacation.

v) If an employee resigns or retires, he or she may be paid earned but unused vacation time provided at least two (2) weeks' written notice is given.

vi) Employees having a holiday occur within their vacation period will be entitled to an additional day off with pay at a time mutually agreeable with the BOCES.

8) ARTICLE VIII – LEAVES

By September 1st of each school year, supervisors shall notify all members of the department's procedure for notification of sick and personal time. Employees using leave time may follow up with an email to the supervisor after the department's notification procedure has been completed.

a) Sick Leave

i) 12 Month Employees

- (1) Regular twelve (12) month employees shall be entitled to one (1) sick leave day per month for each month worked plus two (2) additional sick days. Sick leave days may be accumulated to a maximum of 235 days. Effective July 1, 1998, sick leave for a school year will be provided at the commencement of a school year.
- (2) Part-time employees with an assigned FTE of .50 or more shall earn sick leave days as provided in sub-paragraph (1) of this paragraph and said days shall be pro-rated accordingly.
- (3) When the administration has reasonable belief to question the legitimacy of a request, it may, within three (3) school days of the absence, request the employee to provide a physician's statement attesting to the need for the employee's absence from the work place. The employee agrees to provide such statement.

ii) 11 Month Employees

- (1) Regular eleven (11) month employees shall be entitled to one (1) sick leave day per month for each month worked plus two (2) additional sick days. Sick leave days may be accumulated to a maximum of 235 days. Effective July 1, 1998, sick leave for a school year will be provided at the commencement of a school year.
- (2) Part-time employees with an assigned FTE of .50 or more shall earn sick leave days as provided in sub-paragraph (1) of this paragraph and said days shall be pro-rated accordingly.
- (3) When the administration has reasonable belief to question the legitimacy of a request, it may, within three (3) school days of the absence, request the employee to provide a physician's statement attesting to the need for the employee's absence from the workplace. The employee agrees to provide such a statement.

iii) 10 Month Employees

- (1) Regular ten (10) month employees shall be entitled to one (1) sick leave day per month for each month worked plus two (2) additional sick days. Sick leave days may be accumulated to a maximum of 235 days. Effective July 1, 1998, sick leave for a school year will be provided at the commencement of a school year.
- (2) Part-time employees with an assigned FTE of .50 or more shall earn sick leave days as provided in sub-paragraph (1) of this paragraph and said day shall be pro-rated accordingly.
- (3) When the administration has reasonable belief to question the legitimacy of a request, it may, within three (3) school days of the absence, request the employee to provide a physician's statement attesting to the need for the employee's absence from the work place. The employee agrees to provide such statement.

d) Physical Disability

- i) Should a unit member become aware of a future period of temporary physical disability due to a scheduled surgery, pregnancy, etc., the Executive Officer shall be notified as soon as practical and shall be furnished, in writing, the unit member's and his/her physician's best estimate as to the beginning and termination of the period of disability. The physician shall submit additional certificates at the onset of actual physical disability and at the termination of such physical disability. At his discretion, the Executive Officer may request, and the unit member shall honor, such requests for physical examinations by the BOCES physician.
- ii) Notification of not less than five (5) school days shall be given whenever an employee who has been physically disabled intends to return to work subject to the limitation of paragraph (i) of this section.

e) Doctor's Verification -- This may be requested by the BOCES at the discretion of the Executive Officer after two (2) days personal illness use on or before or after a vacation/holiday period.

f) Bereavement Leave

- i) Up to three (3) days with pay will be allowed for each death in the immediate family upon approval of the Director of Human Resources.
- ii) The immediate family shall include spouse, children, and members of the same household, father and mother, brothers and sisters, grandmother and grandfather, grandchildren, comparable relatives of the unit member's spouse.
- iii) Bereavement leave in no way affects sick leave or personal leave and is not accumulative.

g) Personal Business Days

- i) Each regular unit member as defined by Article IV and each 10 and/or 11 month clerical employee who works eight (8) hours per day will be granted three (3) personal business days per year. Personal business leave shall be granted for the conduct of personal business which cannot be conducted outside of work hours.
- ii) Personal business leave shall not be used for recreation, hunting, or vacation purposes.
- iii) At the end of each year, any unused personal business leave will be credited to cumulative sick leave.
- iv) If a personal business leave day is requested to be taken within two (2) days prior to or after a school holiday or a vacation, the specific reason, in writing, shall be submitted to the personnel officer who, in his/her discretion, may grant or deny the request.
- v) Except in emergencies, applications for personal business leave shall be submitted

on forms provided by the personnel office at least two (2) days before the intended date of the leave. In the case of an emergency, said form shall be filed upon the employee's return to work. No reason shall be required except as noted under Point iv immediately above.

- vi) Notwithstanding the requirements of Point v immediately above, the parties understand and agree that the building administrator or the appropriate administrator may question the applicant to determine if the request falls within the intent of personal business leave if s/he has reason to believe the leave is being abused.
- vii) Part-time employees with an assigned FTE of .50 or more shall earn two personal business days, and such days will be pro-rated accordingly.
- viii) Personal business days are limited to the amount granted. Any requests for unpaid personal business days beyond the granted amount must be submitted for review and approval to the Director of Human Resources or designee. The review of any requests for unpaid personal time may involve the request for further information and explanation.

If an employee should exceed the granted personal business days without prior approval, the employee may be subject to the disciplinary process. If an employee requests unpaid personal time on a regular basis in terms of frequency or pattern, the Director of Human Resources or designee, may deny such request without further information or explanation.

The Director of Human Resources, or designee, shall have the right, in his/her discretion, to grant or deny such leave without the establishment of any precedent. Such decision will be final and shall not be subject to the grievance procedure.

h) Extended Leaves of Absence

- i) After one (1) year of service to the BOCES, any unit member may request a leave of absence without pay for up to one (1) year. In the case of an urgent or special circumstance, a unit member with less than one (1) year of service to the BOCES, may make a request for a leave of absence without pay. Applications for such leave shall be made directly to the District Superintendent or designee, who will present the request, together with his/her recommendation, to the Board, which shall have the right, in its discretion, to grant or deny such leave without the establishment of any precedent thereby. Such decision shall not be subject to the grievance procedure contained herein.

The one (1) year of service requirement does not apply to unit members who are requesting a leave to take another position within the BOCES.

- ii) Requests for a leave of absence without pay for less than thirty (30) consecutive work days shall be made to the District Superintendent or designee, who shall have the right, in his/her discretion, to grant or deny such leave without the establishment of any precedent thereby. Such decision shall not be subject to the grievance procedure.

- iii) Any employee on an unpaid leave of absence may retain his/her current health coverage by reimbursing BOCES the full premium cost.

i) Injury on the Job

- i) Employees shall be afforded time within 48 hours of the injury, if necessary, to be initially examined by a physician following a work place assault or injury. This one time absence, associated with the assault or injury will not be deducted from sick, personal or vacation time and is not accumulative.
- ii) Sick leave taken by a regular employee as a result of an on the job injury shall be reinstated to the employee's accumulated sick leave on a pro-rated scale based on the extent to which the employer is reimbursed by the compensation carrier for wages during the employee's absence from work. This shall be computed by dividing the daily wage of the employee into the total reimbursement from the compensation with the quotient equal to the number of days to be reinstated. Fractions less than one-half day will not be credited, but fractions more than one-half day will be credited as full day.
- iii) Employees incurring on-the-job injuries on or after July 1, 1989, who are approved for Workers' Compensation shall be eligible for health insurance coverage subject to Article IX of this Agreement for up to five (5) months for 10 month employees, up to five and one-half (5 1/2) months for 11 month employees, and up to six (6) months for 12 month employees. In the event such employee's Workers' Compensation claim should be denied, s/he will be obligated to reimburse the BOCES for the cost of the health insurance coverage. If an employee whose compensation claim has been denied returns to active employment with BOCES, such cost can be deducted from the employee's paycheck.
- iv) Effective July 1, 2009, Employees who are required to undergo medical examinations, directed by the Wayne-Finger Lakes Area Workers' Compensation Plan administration, will not have that absence deducted from sick, personal or vacation time.

j) Sick Leave Bank

- i) The definition of a workday as used within this provision shall be an actual day the employee works.
- ii) In order to be eligible to withdraw day from the Sick Bank each member of the bargaining unit must contribute two (2) days of accumulated sick leave within 30 days of initial employment or during the month of October (annual open enrollment period).
- iii) The following criteria have been established for utilization of Sick Leave Bank:
 - (1) Any bargaining unit member who contributes to the Sick Leave Bank will automatically be in the Sick Leave Bank.

- (2) Any bargaining unit member who is employed as of September 30th may contribute to the Sick Leave Bank during the Month of October. People employed after September 30th must contribute within one month after employment or wait until the next school year. If at any time the number of accumulated days in the sick bank falls below 150 then each member wishing to remain eligible for sick bank use shall contribute one day from their personal sick leave accumulation account. The sick bank committee shall establish and administer all rules governing the bank.
 - (3) A sick day request form may be obtained from the Association Building Representative. It must be submitted to the Sick Bank Chairperson, or their designee, who will convene a meeting of the Sick Bank Committee and, if the request is approved, shall forward the form to the Business Office.
 - (4) A member may withdraw from the Sick Leave Bank, but may not take back contributed days.
 - (5) No benefits may be used while on unpaid personal leave or after leaving employment of the Wayne-Finger Lakes BOCES.
- iv) To be eligible to draw upon days in the Sick Bank:
- (1) Sick Leave Bank is for the employee's personal illness.
 - (2) Be absent from work for a personal illness.
 - (3) Use up all accumulated sick leave and be out of work a total of 10 consecutive workdays
 - (4) Meeting the above requirements, a member may draw from the bank up to one half the number of days which, s/he had when the prolonged illness began provided s/he has contributed two days to the Sick Leave Bank. For people who have only contributed one day to the Sick Leave Bank, the Bank benefits will be pro-rated at one-quarter the number of days, which s/he had when the prolonged illness began. As of July 1, 2005 all members must contribute a total of two days.
 - (5) If, after returning to work following the prolonged illness, an individual suffers a relapse, the member may draw an additional 20 days from the Sick Leave Bank. The member, who has contributed only one day to the Sick Leave Bank, may draw an additional 10 days.
 - (6) A member may apply for sick days by submitting an application directly to the Sick Leave Bank Committee Chairperson. The chairperson shall convene a meeting of the Sick Leave Bank Committee for the purpose of reviewing the sick bank member's application and making a determination as to the amount of sick leave that shall be granted. The committee has the authority to grant fewer days as necessary.

- (7) The Sick Leave Committee requires submission of a doctor's statement and any other information they may find necessary to render a decision.
- (8) The Sick Leave Bank is to be administered by a committee of five, three appointed by the Association, two appointed by the Chief School Officer.
- (9) Application will be considered in the order in which they are received.
- (10) If there are more requested days than there are available days, the Committee may, in its discretion, grant fewer days than requested or may order a mandatory donation from current sick bank members as per 3 b, above.
- (11) All decisions made by the Sick Bank Committee shall not be subject to the Grievance Procedure (Article XIII).

k) Excused Leave for Breast Cancer and Prostate Cancer Screening

- i) Association members, who are salaried under the BOCES payroll system, shall be paid for leave time related to breast cancer and prostate cancer screening. That means, that there will be no deduction from sick, personal or vacation time required covering the absence. An employee is considered to be salaried if they are regularly paid the same amount of money every two weeks.
 - ii) Employees who are .5 FTE or more shall be eligible for this benefit.
 - iii) For purposes of accountability, the BOCES year runs from July 1 through June 30. That means that you cannot exceed four hours during this period for either breast or prostate cancer screening.
 - iv) Any time for either screening that occurs outside the employee's work day is not eligible for compensation.
 - v) In order to receive a paid absence for the purpose of breast and/or prostate cancer screening, the employee is required to provide supporting documentation for the absence. This documentation may take the form of a notice that you receive from your doctor's office indicating your appointment, a note from your doctor's office indicating that you underwent screening, a note from the testing facility that you underwent screening or a personal note from the employee. If the required documentation is not submitted to your supervisor within ten (10) days of the absence, then this time will be charged to your sick time.
- l) Summer Benefits** -- Personnel employed for the summer session shall be given one day sick leave and one day bereavement leave as defined in Article VIII-d. Unused sick time shall be accrued to the employee's sick leave.

3) **ARTICLE IX -- HEALTH INSURANCE COVERAGE**

Health Insurance coverage shall be provided as follows:

- a) The BOCES participates in the Finger Lakes Area School Health Plan (FLASHP) for health insurance. Upon application, all unit members are eligible, within the provisions stated in this Article, to receive a medical and dental coverage. The unit member will be required to provide documentation for eligible family members.
- b) Full-time Employees (.75 FTE or more). The employee will be responsible for a percentage of the premium cost of health insurance coverage as stated for each contractual year as prescribed in this Article.
- c) Part-time Employees (.35 FTE to .74 FTE). The BOCES will pay the FTE pro-ration of the cost of health insurance coverage for employees whose FTE is .35 FTE through .74 FTE. The employee must pay the rest of the cost.
 - i) Example: For an employee having a .60 FTE, who desires health insurance coverage, the BOCES will pay 60% of the premium the BOCES pays on behalf of a full time employee. The balance of the premium to be paid by the individual unit member.
- d) Employees with less than .35 FTE will not receive health insurance coverage unless they pay 100% of the cost.
- e) The BC/BS Blue Point 2 (\$15) plan with \$0/\$30/\$50 prescription rider shall only be available to members enrolled in this plan as of June 30, 2014.
- f) Effective July 1, 2014, plan offerings for current employees shall be changed as follows:
 - i) BC/BS Blue Point 2 (\$20) plan with \$0/\$30/\$50 prescription rider
 - ii) BC/BS Healthy Blue (\$25/\$40) plan with \$5/\$25/\$50 prescription rider
 - iii) BC/BS High Deductible plan HSA 100% seeded at \$1,300/\$2,600
- g) Effective on or after July 1, 2014, newly hired unit members, shall be offered only the following plans:
 - i) BC/BS Healthy Blue (\$25/\$40) plan with \$5/\$25/\$50 prescription rider
 - ii) BC/BS High Deductible plan HSA 100% seeded at \$1,300/\$2,600
- h) BC/BS Blue Point 2 (\$20) with \$0/\$30/\$50 prescription rider shall be the base offering. Employees eligible under paragraph e of this section to remain enrolled in BC/BS Blue Point 2 (\$15) with \$0/\$30/\$50 prescription rider must pay the difference between the employer's coverage of the these two plan premiums in accordance with the employer and employee contribution rates prescribed in this section.
- i) Premiums shall be paid based on the following percentages:
 - i) **BC/BS Blue Point 2 (\$20) plan with \$0/\$30/\$50 prescription rider**
Effective July 1, 2016, the BOCES will pay 93% and the employee will pay 7% of the premium.

ii) BC/BS Healthy Blue (\$25/\$40) plan with \$5/\$25/\$50 prescription rider

- (a) Effective July 1, 2016, the BOCES will pay 96% and the employee will pay 4% of the premium.
- (b) Effective July 1, 2018, the BOCES will pay 95% and the employee will pay 5% of the premium.
- (c) Effective July 1, 2019, the BOCES will pay 94% and the employee will pay 6% of the premium.
- (d) Effective July 1, 2020, the BOCES will pay 93% and the employee will pay 7% of the premium.

ii) BC/BS High Deductible plan HSA 100% seeded at \$1,300/\$2,600

Effective January 1, 2017, the BOCES will pay 96% and the employee will pay 4% of the premium.

j) Right to Select Insurance Carrier

- i) The BOCES shall have the right to select the insurance carrier as long as the schedule of benefits is equal to or better than the benefits contained in Article IX-a.
 - ii) The BOCES shall have the right to provide a schedule of benefits which is equal to or better than the benefits contained in the current health plan in force through a program of self-funding.
 - iii) If the BOCES is considering a change in health insurance coverage pursuant to this section, the Association will be notified and have the opportunity of discussing the contemplated change with the Executive Officer.
 - iv) The BOCES plan shall also provide for a prescription rider with a co-pay equivalent to whatever a prescription rider with Blue Cross/Blue Shield may be at that time.
 - v) Should the BOCES implement a change in health insurance coverage pursuant to this section, then it shall make a good faith effort to incorporate the major components of the health care plan in effect at the time of the change, i.e. conversion rights, participating physician, and/or hospital. This is not to be considered a commitment to provide a mirror image of the health care plan in effect at the time of the change.
- k)** If an employee changes his/her coverage (go from family to individual or vice versa), health insurance coverage shall be governed by this Article.
- l)** If an employee currently covered under Article IX leaves BOCES employment, his/her coverage terminates as with any other employee. If the person later returns to BOCES employment, s/he will be governed by this Article.
- m)** In the event that a unit member dies while actively employed, the BOCES will provide continuation of current health insurance to the surviving spouse and dependent children currently covered under the unit member's plan for sixty (60) days after the unit member's death. The BOCES's rate of contribution shall remain at the same percentage as prescribed in this Agreement. The surviving spouse and/or dependent children will make an arrangement acceptable to the BOCES for payment of the remaining

percentage. After sixty (60) days, the surviving spouse and/or dependent children will have the option to enroll in health insurance pursuant to BOCES policy through COBRA.

To cover the cost of insurance for the spouse and/or family, the member's accumulated sick days shall be used towards health insurance as if the member had retired.

n) Health Insurance Waiver – Buy Out Option (.75 FTE or More)

- i) Eligible unit members (.75 FTE or more) who elect not to participate in any of the BOCES health insurance plans, are not covered under another BOCES employee's dependent/family plan, provide written proof, in the form required by the BOCES, of alternative coverage and who complete the BOCES health insurance waiver form, shall be annually paid \$1,250. The amount paid will be pro-rated by month if hired after September 1st in any given school year.
- ii) The payment will be made into the employees' Section 403(b) retirement savings account in two equal payments in January and June of each year. The employee must establish a Section 403(b) retirement savings account with a BOCES approved vendor.
- iii) In the event the unit member, due to unforeseen circumstances resulting in the loss of coverage or any other qualifying event, must rejoin the BOCES health insurance plan, the stipend will be prorated accordingly.

o) Health Maintenance Organization -- All unit members will be permitted to participate in any health plan mutually agreed upon and offered by the parties.

p) Dental Plan -- The BOCES shall provide a dental insurance plan to all unit members who qualify for health benefits and who meet the criteria for such dental coverage. The plan shall be Dental Blue 3. In the case that the Dental Blue 3, is no longer available, a substantially equivalent plan shall be offered.

Employees shall pay 10% of the premium costs and the BOCES shall pay 90% of the premium for any tier of the Dental Blue 3 plan offered by the BOCES.

q) Medical Reimbursement

- i) Any unit member enrolled in Healthy Blue High Deductible will not receive a deposit into a Section 105 medical reimbursement account. Unit members enrolled in the Healthy Blue High Deductible plan will receive a deposit into a health savings account as prescribed in this Article.
- ii) All unit members with at least one year of service and an assigned FTE of .75 or more and who participate in a BOCES health insurance plan may be eligible for reimbursement of medical expenditures through a Section 105 medical reimbursement account, according to the terms of this section.
- iii) In accordance with this section, the BOCES shall deposit into each eligible unit member's medical reimbursement account six hundred dollars (\$600.00) annually.

- iv) All unit members who select the Blue Point 2 \$20 co-pay shall receive one hundred fifty dollars (\$150.00) additional, which shall annually be deposited into their medical reimbursement account.
- v) All unit members who enroll in the BC/BS Healthy Blue Plan shall receive two hundred dollars (\$200.00) additional, which shall annually be deposited into their medical reimbursement account.
- vi) In the event an employee is not actively working and is in an unpaid status as of July 1 (12 month employee), August 1 (11 month employee) or September 1 (10 month employee), of the school year, no medical reimbursement funds will be credited to their account until they return to a paid status. At that time, the amount credited to their account will be pro-rated based on the number of months left in the school year. Deposits are made to the medical reimbursement accounts as follows: 12 month employees, during the month of August, 11 month employees during the month of September and 10 month employees during the month of October.
- vii) Eligible unit members who resign, terminate employment or go on unpaid leave during the course of the year will have the contribution to the medical reimbursement fund prorated. The BOCES may deduct any excess contribution from remaining paychecks or the employee may make other arrangements acceptable to the BOCES for repayment of the excess contribution for a school year shall be based on number of months service completed in the school year divided by the unit members work year of ten, eleven or twelve months.

r) Sick Day Usage Upon Retirement

- i) An employee, who is eligible to retire under the Employee or Teacher Retirement Systems, retires from the BOCES and has completed 10 years of full time continuous service as defined in Article V-c-i-1 (or who is considered a full-time child care aide) with the BOCES, and who provides written notification to the Human Resources Department at least 3 weeks prior to the date of retirement, will receive his/her per diem rate of compensation based on the following parameters:
 - (1) 1-100 accumulated sick days: payment for one half of his/her accumulated sick days
 - (2) 101-200 accumulated sick days: payment for three quarters of his/her accumulated sick days
 - (3) 201-235 accumulated sick days: payment for all of his/her accumulated sick days.
- ii) Within the regulations of the Internal Revenue Service (IRS) and the Affordable Care Act (ACA), this amount may be designated to remain in an employer-funded health reimbursement account or health savings account, which shall be used for the purpose of paying for the premiums of the employee's health insurance program or other eligible medical expenses until such amount is liquidated subject to an annual custodial fee equal to the account fee charged to BOCES by the plan administrator.
- iii) The money as determined in this section will be paid pursuant to one of the following:

FIRST. This amount shall be applied toward the purchase of health care insurance at the full rate of the annual premium for each year until such time as the benefits earned are exhausted.

OR

SECOND. In the event that the unit member has provided acceptable proof of other health insurance coverage at the time of retirement, the money shall be provided to the unit member to the maximum dollar limit established by the IRS, as an employer non-elective contribution to a tax sheltered annuity plan in an employee established 403(b) account. The remaining balance will be paid via payroll check to the employee directly and applicable taxes will apply.

- s) **Flexible Benefits** -- The BOCES shall establish a Section 125 flexible benefits plan, including a dependent care option, with no contribution by the BOCES. Participation in Flexible Benefits Plans is subject to regulations of the IRS and the Affordable Care Act.

10) **ARTICLE X -- MISCELLANEOUS ITEMS**

a) **Job Postings**

- i) **Civil Service Announcements** -- The BOCES Human Resources Office shall continue its current practice of posting Civil Service examination announcements received from the Ontario County Civil Service Commission.
- ii) **Vacancies**
 - (a) If the BOCES decides to fill a vacant position during the school year, notices of all bargaining unit vacancies will be posted in all BOCES buildings. Upon written request to the Director of Human Resources, notice of bargaining unit vacancies will be mailed to field-based employees.
 - (b) No vacancies shall be filled prior to one (1) week from the date of posting except in case of emergency.

- b) **Job Description** -- On or before July 1, 2018, the BOCES shall make all current job descriptions available to employees on the BOCES website. The Association President will be notified whenever a job description is created or updated prior to posting on the BOCES intranet.

- c) **Notice of Personnel Changes** -- By September 15 each year, the BOCES shall furnish the Association with a list of names, titles, locations, salaries and addresses for all unit members. Thereafter, comparable information will be transmitted to the Association President on December 15, February 15, and April 15.

- d) **Involuntary Transfers** -- All unit members are subject to being transferred due to reduction in budgets, staffing imbalances, change/reductions in student enrollment/services requests and/or the directive of an outside agency/component

district. The BOCES reserves the right to transfer employees. Normally, a unit member will not be involuntarily transferred outside of the currently assigned geographic area(s).

All transfers, including transfers within BOCES program and between buildings within the same program, will be made in writing via a personnel appointment form, or other form as designed by the Department of Human Resource, before the effective date of the transfer, if possible. Within two weeks of written notice of transfer, a unit member may request a meeting with the unit member's direct supervisor and the Director of Human Resources, or designee.

Temporary reassignment, for less than a full school year, for special projects or assignments, coverage or other operational purposes will not be considered a transfer.

e) Payroll Deduction

i) Dues

- (1) Upon the written authorization of an employee, the BOCES will deduct from the salary of the employee such amounts for membership dues as the Association may specify and will transmit said sums once a month to the Wayne-Finger Lakes Association of School Support Personnel upon completion of payroll authorization. Said deductions shall be made from each pay period of the school year.
- (2) In the event that an employee authorizes dues deduction after the beginning of the school year, pro-rated deductions will begin within thirty (30) days after the business office has received the authorization.
- (3) Authorization for dues deduction shall remain in effect until revoked in writing. It is understood that such revocation may be at any time upon two (2) weeks written notice to the business office and to the Association.
- (4) The Association shall save harmless the BOCES and its agents from any liability resulting from action taken by BOCES or its agent for the purpose of complying with Article X.

ii) **NYSUT Benefit Trust** -- BOCES shall provide payroll deduction for members electing to participate in the NYSUT Benefit Trust Program and for members electing to purchase Disability Income Protection through the NYSUT Benefit Trust.

iii) **VOTE/COPE** -- Upon the written authorization of an employee, the BOCES will provide payroll deduction for payment of donations to NYSUT VOTE/COPE. The monies shall be transmitted per pay period to the location designated by the Association.

f) Direct Deposit -- Unit members may participate in direct deposit of their payroll checks at any bank or financial institution including their branches as long as the unit member's bank has direct deposit capability through the Wayne-Finger Lakes BOCES lead bank.

- g) Use of Personal Vehicle Mileage Allowance** -- A unit member who is required to use his/her car on BOCES business will be compensated at a rate set in Board policy.
- h) Right to Meet** -- The Association President or his/her designee shall have the right to meet with the Executive Officer and/or his/her designee for the purpose of discussing matters of mutual concern. Such meetings shall be at mutually agreed upon places and times.
- i) President's Release Time** -- The Association President and/or his/her designee may be granted release time with the permission of his/her immediate supervisor not to exceed seventeen (17) days of leave annually without loss of compensation, for the purpose of conducting Association business. The Association is to reimburse the BOCES for the cost of salary, retirement, and social security, if any, for the substitute, if one is necessary. The Association President and the Director of Human Resources shall develop a reporting system for release time.

Members of the Association's Executive Committee shall be granted release time not to exceed 2 hours once per month to attend the Executive Committee meeting. The 2 hours shall include travel and meeting time. No Executive Committee meeting will start before 4 PM.

- j) Jury Duty** -- Unit members called on jury duty shall be granted leave as necessary for this duty. The unit member shall receive full pay and return to the BOCES his/her payment for jury duty, excluding mileage.
- k) Liaison Committee** -- The Association and the BOCES shall form a joint liaison committee consisting of three (3) members appointed by the Association President and three (3) members appointed by the Executive Officer of the BOCES. This Committee shall attempt to resolve problems not covered by this Agreement or otherwise related to the terms and conditions of employment of unit members.
- l) Evaluation Committee** -- The Association and the BOCES shall establish a joint committee with up to five (5) representatives from each to develop an evaluation system for all unit members. The Committee shall report its recommendations to the Executive Officer and the Association President no later than December 31, 2018. The parties also agree that the Civil Service Commission procedures must be followed. The recommendations shall be accepted or rejected in whole or in part by the District Superintendent and Association President or their respective designees. It is understood that in the absence of agreement by both parties, the current evaluation system will continue until such time as an agreement is reached. The parties also understand that any evaluation system will take effect on July 1st of the first year of implementation. In the event that an agreement is made after July 1st, the evaluation system will not be implemented until the following school year.
- m) Mid-Contract Term Negotiations** -- The District and Association agree that the District may demand to negotiate salaries and other benefits for selected job titles at any time during the life of this agreement. Upon demand from the BOCES, the Association will enter into good faith negotiations and consider market place factors in negotiating the salaries and benefits for such selected job titles.

- n) **New Contract Negotiations** -- Negotiations for a new Agreement may commence any time on or before December 15. If the parties have not reached an agreement by 120 days prior to the end of the fiscal year, either may request the State Public Employment Relations Board to assist the parties in reaching an agreement (Impasse).

4) **ARTICLE XI -- COMPENSATION (SEE ALSO APPENDIX B – SALARY SCHEDULES)**

a) **Increases**

- i) 2017-18: Each step, off step and top step 2016-17 salary shall be increased by 3.2%
- ii) 2018-19: Each step, off step and top step 2017-18 salary shall be increased by 3.2%
- iii) 2019-20: Each step, off step and top step 2018-19 salary shall be increased by 3.2%
- iv) 2020-21: Each step, off step and top step 2019-20 salary shall be increased by 3.0%

- b) **Minimum Wage** – At no time shall any unit member be paid less than the current New York State minimum hourly wage.

- c) **Longevity** -- Each unit member who has completed 15 years of service with the BOCES will receive a longevity payment of \$.25 per hour commencing with his/her 16th year of service. Regular substitute service which directly precedes a regular appointment in the same job title shall be included in the service calculation.

- d) **Base Salary** -- If the base salary for a classification is increased, no employee will be hired or paid below the new base as per 1.0 FTE and pro-rated accordingly.

e) **Overtime**

- i) Overtime compensation shall be paid at the rate of one and one-half (1 1/2) the regular compensation rate for hours worked in excess of forty (40) hours in any seven (7) day period, Saturday through Friday. Paid holidays, paid sick leave, and paid personal leave days are to be included in computing the forty (40) hours.
- ii) The BOCES reserves the right to require overtime. BOCES also recognizes that occasionally the requirement to work overtime may conflict with a personal commitment, (i.e., a planned trip, an important family obligation such as a wedding or graduation. In such case, the supervisor shall take into consideration the nature of the commitment and how long it's been planned before the final decision is made.
- iii) Employees will be given as much advance notice as possible when overtime is required.
- iv) Each type of premium compensation described within this Agreement shall be considered and computed separately. At no time shall any of these premiums be coupled or pyramided.

f) Building Checks

- i) Effective July 1, 2014, the BOCES will designate two (2) members per location (WTCC, FLTCC and RSC) to perform a minimum of fifty (50) building checks per a school year.
 - ii) Only Building Maintenance Mechanics and Building Maintenance Assistants will be eligible for this designation.
 - iii) Any employee who performs building checks will be compensated for all hours worked at straight time until the employees' weekly hours exceed forty hours. Hours worked in excess of forty hours will be compensated at time and one-half. Building checks performed on BOCES scheduled holidays will be paid double time.
 - iv) At the end of the year, the BOCES will pay the designated employee(s) who complete(s) the minimum number of buildings checks (fifty (50) building checks) the difference of the rates specified in this section and \$2,615. Designated employee(s) who do not complete fifty (50) building checks shall not receive the difference described in this section and will receive straight and overtime rates for building checks only.
 - (a) If the total annual payment for building checks does not meet or exceed \$2,615, the designated employee(s) will be paid the difference between building check earnings at straight time and overtime and \$2,615.
 - (b) If the total annual payment for building checks meets or exceeds \$2,615, the designed employee will received straight and overtime rates for building checks only.
 - v) When designated employees are not available, and with the prior approval of the Assistant Superintendent for Business, building checks may be delegated to any unit member on a temporary basis. Employees approved for temporary building checks will only receive the rate specified in paragraph iii of this section and will not be entitled to the difference described in paragraph iv of this section.
- g) In Service Training** -- On occasion, the BOCES may elect to offer in-service training to selected non-certified staff beyond the normal working day. When in-service training, beyond that specified in Article IV-c-iv and Article IV-d-iv, is required, unit members will be compensated as follows:
- i) An employee will be paid his/her regular hourly rate for all in-service training hours.
 - ii) In the event that the in-service training hours extend the employee's work week beyond forty hours, s/he shall be paid at the rate of time and one half his or her regular hourly rate for all hours worked beyond forty.
 - iii) There shall be no pyramiding of overtime.

- iv) In the event a bargaining unit member attends, during non-working hours, BOCES approved in-service training, the unit member shall be compensated for up to a maximum of six hours annually at a straight time rate.

h) Call In Pay

- i) The BOCES agrees that a regular employee who is called in for emergency duty shall be paid at least a minimum of three (3) hours at regular straight time rate of compensation or time and one-half, whichever is greater. Call-in shall be defined as that period after which the employee has completed his/her regularly scheduled work day, left the employers' premises and is subsequently notified to return back to work for emergency duty.
 - ii) If the employee is called and the time worked runs into the employee's regular shift, payment will be calculated in accordance with the regular overtime pay procedure as defined in Article XI-d.
- i) Substitute Calling** -- Effective July 1, 2009, Unit members assigned to call substitutes for the certified and support staff on behalf of the principal shall be paid an additional \$3,113 per year. Unit members assigned to call substitutes shall receive a BOCES phone and may use such phone pursuant to BOCES policy. Substitute calling protocols as approved must be followed by the assigned member.
- j) Substitute Work** -- Unit members who are assigned as substitutes for teachers shall be compensated \$8.00 per hour in addition to their regular pay for each quarter hour so assigned in any single day. The time a member is assigned as a substitute in a one day period shall be accumulative. Pro-rated payment for periods of time less than a quarter hour will not be made.
- k) Temporary Transfer** -- Except as noted in Article XI-i, when an employee is assigned to a higher rated position for more than 4 hours during any work day, that employee will be compensated for the full day at the entry level rate for that higher rated position or be given a 5% differential above the unit member's regular hourly rate, whichever is higher.
- l) Emergency Staff Members** -- All unit members designated an Emergency Staff shall receive an annual stipend of \$500.
- m) Supervision** -- Registered Professional Nurses will receive an additional 5% of their base pay as a stipend for supervising Licensed Practical Nurses.
- n) Clothing Allowance** -- Effective July 1, 2014, the following job titles, assigned to Operations & Maintenance/Buildings & Grounds, shall receive \$125 (pro-rated) per year allowance for clothing/shoes: cleaner, school chauffeur, custodian, laborer, messenger, building maintenance assistant, building maintenance mechanic, carpenter, senior building maintenance mechanic and HVAC services engineer.

o) Members Assigned to Transport Students

- i) Effective, September 1, 2014, unit members assigned to transport students shall receive an additional \$2.00 per hour when transporting students. Time spent transporting the students will be reported in a method prescribed by the BOCES and may include the use of timesheets and/or the vehicle log.
- ii) BOCES shall pay for the cost of fingerprinting, annual 19A physical and the difference between the employee's current license fees and the 19A license.
- iii) In the case that a unit member who normally transports students becomes ineligible to drive due to medical or licensure restrictions, the employee will no longer be assigned to transport students and shall be assigned to normal duties within that title.

p) Entry Level Pay Rates -- The BOCES and the Association recognize the necessity for, and importance of, paying all new hires at the appropriate pay grades. The BOCES reserves the right to pay a newly hired unit member at a rate greater than the minimum rate established for that job classification when warranted and to do so would be in the best interest of the BOCES. When it is necessary to pay a newly hired unit member at a rate above the current BOCES employees in the same contractual classification and with the same years of comparable experience, the President of the Association shall receive timely notice.

5) ARTICLE XII -- BENEFITS FOR CHILD CARE AIDES

The terms and benefits contained in the collective bargaining agreement do not apply to child care aides except for the following:

a) Holidays

- i) All twelve month child care aides shall be entitled to the equivalent of eight (8) paid holidays per year calculated based on the employee's current hourly rate times the average daily hours worked during the 40 work days immediately prior to the holiday. (i.e. Employee worked a total of 160 hours during the previous 40 work days. Employee is paid for four (4) hours for the holiday. $(160/40)$).
- ii) The paid holidays for the above shall be as follows:
 - (1) July, Independence Day
 - (2) September, Labor Day
 - (3) November, Thanksgiving Day
 - (4) November, Day after Thanksgiving Day
 - (5) December, Christmas Day
 - (6) January, New Year's Day
 - (7) January, Martin Luther King Day
 - (8) May, Memorial Day
- iii) All ten month child care aides shall be entitled to the equivalent of six (6) paid holidays per year calculated based on the employee's current hourly rate times the average daily hours worked during the 40 work days immediately prior to the holiday. i.e. Employee worked a total of 160 hours during the previous 40 work days. Employee is paid for four (4) hour for the holiday. $(160/40)$.
- iv) The paid holidays for the above shall be as follows:
 - (1) November, Thanksgiving Day
 - (2) November, Day after Thanksgiving Day
 - (3) December, Christmas Day
 - (4) January, New Year's Day
 - (5) January, Martin Luther King Day
 - (6) May, Memorial Day

b) Vacation

- i) All child care aides employed on a twelve month basis and working as a twelve month employee shall be eligible for paid vacation to be taken during the next fiscal year calculated based on the employees current hourly rate times the average daily hours worked during the previous year or portion thereof equal to or greater than 52 work days. Except as detailed in 2-4 below, vacation procedures specified in subsection C of Article VII will apply to child care aides.
- ii) A child care aide whose first year of service covers less than the full 12 month period of July 1 through June 30 will be credited with one vacation day for each 52 days of employment. (i.e. the employee was employed from February 7 through June 30 and worked a total of 728 hours, but not necessarily every day. The vacation days will be paid for equivalent to 7 hours $(728 \text{ hours}/104 \text{ days})$ for each of 2 days accrued at the employee's current hourly rate).
- iii) A child care aide with one full year through less than 4 full years of continuous regular service in this BOCES shall accrue 5 days of paid vacation annually. i.e.

During that year of employment, the employee worked the entire year from July 1 through June 30, but not necessarily every work day for a total of 1820 hours. The vacation days will be paid for, equivalent to 7 hours (1820/260) for each of the five days accrued at the employee's current hourly rate).

- iv) A child care aide with four or more full years of continuous regular service in this BOCES will accrue eight days of paid vacation annually.

c) Sick Leave

- i) Child care aides shall earn one (1) sick leave day per 20 days of employment to a maximum of twelve (12) days total accumulative to a maximum of 180 days. Sick leave must be earned before it may be used.
- ii) A sick leave day shall be calculated based on the employee's currently hourly rate times the average daily hours worked during the previous 40 days.
- iii) A maximum of five (5) of these days per year may be used for immediate family illness as defined in Article VIII, B-2. When the administration has reasonable belief to question the legitimacy of a request, it may, within three (3) school days of the absence, request the employee to provide a physician's statement attesting to the need for the employee's absence from the work place. The employee agrees to provide such statement.

d) Health and Dental Insurance

- i) Child care aides working an average of less than 20 hours a week will not receive health and dental (dental insurance effective July 1, 1998) insurance coverage unless they pay 100% of the cost.
- ii) The BOCES will pay a pro-ration of the cost of health and dental insurance coverage as described above for child care aides who work an average of 20 hours a week or more. The pro-ration shall be calculated based, in their first year, on their hours of appointment, and subsequently based on their average weekly hours of employment during the preceeding 10 months (September-June). Pro-rations for health insurance benefit calculation only produce levels of benefit as follows:
 - (1) 20-25 hours per week = .50 FTE
 - (2) 26-35 hours per week = .75 FTE
 - (3) more than 35 hours a week shall be considered full time or 1.0 FTE

- e) Minimum Work Day -- A child care aide will be granted a minimum of two hours of work when she/he is assigned and reports to work.

- f) Personal Business Days -- Child care aides will be granted personal business days as defined in Article VIII, C. A personal business day shall be calculated based on the employee's current hourly rate times the average daily hours worked during the previous 40 days.

- g) Emergency Leave -- Child care aides will be granted emergency leave as defined in Article VIII, B. An emergency leave day shall be calculated based on the employee's current hourly rate times the average daily hours worked during the previous 40 days.

h) Extended Leaves of Absence

- i) Any unit member may request a leave of absence without pay for up to one (1) year.

Applications for such leave shall be made directly to the Executive Officer, who will present the request, together with his/her recommendation, to the Board, which shall have the right, in its discretion, to grant or deny such leave without the establishment of any precedent thereby. Such decision shall not be subject to the grievance procedure contained herein.

- ii) Requests for a leave of absence without pay for less than thirty (30) consecutive work days shall be made to the Executive Officer, who shall have the right, in his/her discretion, to grant or deny such leave without the establishment of any precedent thereby. Such decision shall not be subject to the grievance procedure.
 - iii) Any employee on an unpaid leave of absence may retain his/her health coverage by reimbursing BOCES the full premium cost.
- i) Inservice Training --** On occasion, the BOCES may elect to offer in-service training to selected non-certified staff beyond the normal working day. When in-service training, beyond that specified in Article IV, C-4 and Article IV, D-4 is required, unit members will be compensated as follows:
- i) An employee will be paid his/her regularly hourly rate for all in-service training hours.
 - ii) In the event that the in-service training hours extend the employee's work week beyond forty hours, she/he will be paid at the rate of time and one half his or her regular hourly rate for all hours worked beyond forty.
 - iii) There shall be no pyramiding of overtime.
 - iv) In the event a bargaining unit member attends, during non-working hours, BOCES approved in-service training; the unit member shall be compensated for up to a maximum of six hours annually at a straight time rate.
- j) Mileage Allowance --** A unit member who is required to use his/her car on BOCES business will be compensated at a rate set in BOCES policy.
- k) Compensation**
- i) Child Care Aide-Lead Care Giver will receive an additional \$.60 per hour
 - ii) Child Care Aide-Team Leader will receive an additional \$1.25 per hour

ARTICLE XIII -- GRIEVANCE PROCEDURE

- a) Preamble --** It is recognized that grievances may arise from misinterpretation or inequitable application of this collective Agreement. The following grievance procedure will be in force for any dispute arising over a claim based upon misinterpretation or inequitable application of a specific and express term and condition of this Agreement.
- b) Definitions**
 - i) **EMPLOYEE** - shall mean any employee whose position is in the defined negotiating unit.
 - ii) **ADMINISTRATOR** - shall mean any person responsible for or exercising any degree of supervision or authority over an employee.
 - iii) **REPRESENTATIVE** - shall mean the person designated by the aggrieved employee as his/her counsel or to act in his/her behalf.
 - iv) **GRIEVANCE** - shall mean a complaint by an employee in the negotiating unit that there has been a violation of any of the specific and express provisions of this Agreement.
- c) Basic Principles**
 - i) The settlement of the grievance at the earliest stage is encouraged.
 - ii) An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.
 - iii) An employee shall have the right to be represented at any stage of the procedures by a person of his/her own choice.
 - iv) The Association has the right to submit grievances on behalf of a class of unit members.
 - v) Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
 - vi) All hearings shall be confidential.
 - vii) It shall be the responsibility of the Executive Officer 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/her within the time specified in these procedures and make a determination within the authority delegated to him/her.
 - viii) All time limits set forth in Article XIII shall be strictly adhered to unless the parties agree to an extension of such time limits in writing. In the event there is a violation of any of the time limits by the Association, the grievance shall be declared null and

void. In the event there is a violation of any of the time limits by a BOCES Board representative or the administration, the grievance may be advanced to the next applicable step of the grievance.

- ix) Once a grievance pertaining to this Agreement has been submitted at Stage 2 of the grievance procedure in accordance with Article XIIIId-ii, all other courses of action or remedies shall be barred. Election of an alternative course of action or remedy prior to the submission of a grievance by an employee or his/her representative shall be considered to be a waiver of the right of an employee to thereafter seek recourse by means of the grievance procedure.

d) Procedures

- i) STAGE 1 - The aggrieved employee shall present his/her grievance in writing on the designated form to his/her immediate supervisor within thirty (30) work days of the action leading to the grievance. The supervisor shall discuss the grievance with the aggrieved employee. The supervisor shall render his/her determination in writing to the aggrieved employee within five (5) work days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the second stage.
- ii) STAGE 2 - In the event the grievance is not satisfactorily resolved under Stage 1, the employee may request, in writing within five (5) work days from the date of the answer in Stage 1, a hearing of his/her grievance before the personnel officer. The personnel officer shall, within five (5) work days after receipt of the request for the hearing, schedule a hearing at which time the employee may appear and present his/her oral and written statement of arguments. Thereafter the personnel officer shall answer in writing within ten (10) work days the date of the hearing.
- iii) STAGE 3 - In the event the grievance is not satisfactorily resolved under Stage 2, the employee may request, in writing within five (5) work days from the date of the answer in Stage 2, a hearing of his/her grievance before the Executive Officer. The Executive Officer shall, within five (5) work days after receipt of the request for the hearing, schedule a hearing at which time the employee may appear and present his/her oral and written statements of arguments. Thereafter, the Executive Officer shall answer in writing within ten (10) work days from the date of the hearing.
- iv) STAGE 4 - If the grievance is not satisfactorily resolved under Stage 3 and the employee is not satisfied with the Executive Officer's answer, the employee may appeal such answer within five (5) workdays from the date of the answer in Stage 3. The appeal shall consist of a written notice to the Superintendent, informing him/her that the employee wants to pursue the disputed matter to advisory arbitration.
- v) STAGE 5 - The parties shall then meet to select an advisory arbitrator that is mutually agreeable. If the parties fail to reach agreement on the advisory arbitrator, the employee may request from the American Arbitration Association a list of arbitrators. Selection will be in accordance with the agency's rules. The selected arbitrator will hear the matter promptly and will issue his/her findings not later than thirty (30) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are

submitted to him/her. The advisory arbitrator's findings of fact, reasoning, and conclusions on the issues will be submitted to the Superintendent and the aggrieved in writing. The arbitrator shall have no power or authority to make any decision which requires an act prohibited by law or which is violative of the terms of the agreement, nor add to, subtract from or modify any of the provisions of this agreement.

- (1) Each party to an advisory arbitration shall bear its own legal expense and costs incidental to its exhibits and any witness sworn by such party. The cost for the advisory arbitration transcript shall be borne by the party requesting said transcript or if both request said transcript the cost shall be shared equally. The costs for the advisory arbitrator shall be shared equally.
- vi) STAGE 6 - The aggrieved employee or the Superintendent may, within five (5) work days of the advisory determination of the arbitrator, make a written request to the Board of Education for review and determination. All written statements and exhibits of the case shall be submitted to the President of the Board of Education by the Superintendent. The Board of Education may hold a hearing to obtain further information regarding the case. The Board of Education shall render a final and binding decision within thirty (30) school days after receiving the request for review.

5) ARTICLE XIV -- AGREEMENT SCOPE

- a) This Agreement shall constitute the full and complete commitments of the BOCES to the Wayne-Finger Lakes Association of School Support Personnel. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the BOCES and the Wayne-Finger lakes Association of School Support Personnel, for the life of this Agreement, each voluntarily and unqualifiedly, waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- b) This Agreement shall supersede any rules, regulations, or practices of the BOCES which shall be contrary to the terms of this Agreement.
- c) Right to Negotiate Changes -- Before the BOCES adopts a change in policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this Agreement, the BOCES will inform the Association in writing that it is considering such a change. The Association will have the right to discuss such terms with the BOCES within ten (10) work days after receipt of said notice.

6) ARTICLE XV -- AFFIRMATION

The Association affirms that it does not assert the right to strike nor to assist or participate in any strike, slowdown, or work stoppage, not to impose an obligation to conduct, assist, or participate in any strike, slowdown, or work stoppage.

7) ARTICLE XVI -- SAVINGS CLAUSE

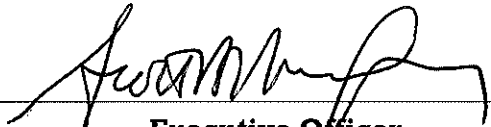

If any Article or part thereof this Agreement or any addition thereto should be decided as a violation of any federal, state, or local law, or if adherence to or enforcement of any Article or part of thereof should be restrained by a court of law, the remaining Articles of the Agreement or any addition thereto shall not be affected.

8) ARTICLE XVII -- TERMS OF THE AGREEMENT

The terms of this Agreement shall, except as specifically modified herein, become effective upon the date of ratification by the Association, Executive Officer, or the BOCES Board, and shall terminate on June 30, 2021.

FOR THE BOCES:

FOR THE ASSOCIATION:

	
Executive Officer	President
Signature Date: 12/15/17	Signature Date: 12/15/17

DATE OF BOARD RESOLUTION: November 6, 2017

Time(s) and place(s) where the alleged events or conditions constituting the grievance existed:
Identity of the party responsible for causing the said events or conditions:
General nature of the grievance:
Redress sought:

Attachments:

1. As provided by the grievant
2. Stage 1 decision (signed by Stage 1 Supervisor)
3. Appeal from Stage 1 decision (signed by grievant)
4. Stage 2 decision (signed by Stage 2 Director of Human Resources)
5. Appeal from Stage 2 decision (signed by grievant)
6. Stage 3 decision (signed by Executive Officer)
7. Appeal from Stage 3 decision (signed by grievant)
8. Stage 4 & 5 decision (signed by Advisory Arbitrator)
9. Appeal from Stage 4 and 5 decision (signed by grievant or Executive Officer)

APPENDIX B – SALARY SCHEDULES

SEE FOLLOWING PAGES

2017-2018

2018-2019

2019-2020

2020-2021

2017-18 SALARY SCHEDULE											
	Titles	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Off Step
A	Cleaner School Chauffeur Laborer	24,385	24,760	25,147	25,543	25,949	26,364	26,750	27,140	27,534	27,937
B	Typist Clerk Messenger	25,965	26,340	26,727	27,124	27,530	27,944	28,331	28,743	29,161	29,586
C	Purchasing Clerk AV Tech Bldg Maint Asst	25,670	26,045	26,432	26,829	27,235	27,649	28,036	28,445	28,860	29,279
D	Stenographer Secretary I Acct Clerk Typist Acct Clerk Custodian	26,277	26,652	27,039	27,436	27,842	28,256	28,643	29,060	29,484	29,912
E	Bldg Maint Mech Carpenter Sr Acct Clerk Typist Sr Acct Clerk	29,831	30,256	30,695	31,144	31,604	32,074	32,516	32,990	33,472	33,958
F	Customer Service Rep	29,662	30,087	30,526	30,975	31,435	31,905	32,347	32,819	33,297	33,784
G	Info Tech Net Tech/Network Tech Stock Clerk I App Supp Svcs Asst I Sr Data Control Clerk, Comp Svcs Asst/IT Support Tech I Telecomm Network Tech	31,405	31,830	32,269	32,718	33,178	33,648	34,090	34,585	35,092	35,603
H	Computer Programmer Sr Bldg Maint Mech	39,025	39,550	40,092	40,647	41,215	41,795	42,348	42,967	43,595	44,233
K	School Aide (200 days, 6 hours)	12,189	12,389	12,595	12,806	13,023	13,244	13,437	13,631	13,826	14,026
L	Teaching Assistant (200 days, 6.67 hrs) Licensed Practical Nurse (200 days, 6.67 hrs)	23,022	23,397	23,784	24,181	24,587	25,001	25,388	25,757	26,132	26,513
M	Registered Professional Nurse (200 days, 6.67 hours)	29,058	29,483	29,921	30,371	30,831	31,300	31,742	32,205	32,675	33,151
N	Physical Therapist Asst (200 days, 6.67 hours)	32,800	33,225	33,664	34,113	34,573	35,043	35,485	36,003	36,529	37,062
O	Programmer Analyst	49,306	50,031	50,780	51,546	52,331	53,132	53,906	54,694	55,495	56,306
P	Computer Systems Analyst Web Developer I	53,135	53,860	54,609	55,375	56,160	56,961	57,735	58,579	59,436	60,305
R	Info Tech Net Analyst I/Network Engineer I Sr Comp Svcs Asst/IT Support Tech II Sr App Supp Svcs Asst/App Supp Svcs Asst II Stock Clerk II	44,714	45,389	46,086	46,800	47,531	48,277	48,995	49,711	50,437	51,177
S	HVAC Service Engineer Electrician	39,059	39,584	40,125	40,680	41,249	41,829	42,382	43,001	43,629	44,266
T	Sr Network Analyst Info Tech Net Analyst II/Network Engineer II	66,788	67,763	68,769	69,800	70,856	71,934	72,983	74,053	75,136	76,238
U	Automotive Mechanic	33,303	33,828	34,370	34,925	35,493	35,953	36,505	37,058	37,610	38,163
Minimum Wage – At no time shall any unit member be paid less than the current New York State minimum hourly wage.											

2018-19 SALARY SCHEDULE											
	<u>Titles</u>	<u>Minimu</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Off Step</u>
A	Cleaner School Chauffeur Laborer	24,790	25,165	25,552	25,951	26,361	26,780	27,207	27,606	28,008	28,415
B	Typist Clerk Messenger	26,421	26,796	27,183	27,583	27,992	28,411	28,839	29,238	29,663	30,094
C	Purchasing Clerk AV Tech Bldg Maint Asst	26,117	26,492	26,879	27,278	27,687	28,107	28,534	28,933	29,355	29,784
D	Stenographer Secretary I Acct Clerk Typist Acct Clerk Custodian	26,743	27,118	27,505	27,905	28,314	28,733	29,160	29,560	29,989	30,427
E	Bldg Maint Mech Carpenter Sr Acct Clerk Typist Sr Acct Clerk	30,361	30,786	31,224	31,677	32,141	32,616	33,100	33,556	34,046	34,543
F	Cust Service Rep	30,186	30,611	31,050	31,503	31,966	32,441	32,926	33,382	33,869	34,363
G	Info Tech Net Tech/Network Tech Stock Clerk I App Supp Srvs Asst I Sr Data Control Clerk Comp Srvs Asst/IT Support Tech I Telecomm Network Tech	31,985	32,410	32,849	33,301	33,765	34,240	34,725	35,181	35,692	36,215
H	Computer Programmer Sr Bldg Maint Mech	39,749	40,274	40,815	41,375	41,947	42,534	43,133	43,703	44,342	44,990
K	School Aide (200 days, 6 hours)	12,379	12,579	12,785	12,998	13,216	13,440	13,668	13,867	14,067	14,268
L	Teaching Assistant (200 days, 6.67 hrs) Licensed Practical Nurse (200 days, 6.67 hrs)	23,384	23,759	24,146	24,546	24,955	25,374	25,801	26,201	26,582	26,969
M	Registered Professional Nurse (200 days, 6.67 hours)	29,562	29,987	30,426	30,879	31,342	31,817	32,302	32,758	33,236	33,720
N	Physical Therapist Asst (200 days, 6.67 hours)	33,425	33,850	34,288	34,741	35,204	35,680	36,164	36,620	37,155	37,698
O	Programmer Analyst	50,159	50,884	51,632	52,404	53,196	54,006	54,833	55,631	56,444	57,271
P	Computer Systems Analyst Web Developer I	54,111	54,836	55,584	56,356	57,147	57,957	58,784	59,582	60,454	61,338
R	Info Tech Net Analyst I/Network Engineer I Sr Comp Srvs Asst/IT Support Tech II Sr App Supp Srvs Asst/App Supp Servs Asst II Stock Clerk II	45,470	46,145	46,842	47,561	48,297	49,052	49,822	50,563	51,302	52,051
S	HVAC Service Engineer Electrician	39,783	40,308	40,850	41,409	41,982	42,569	43,168	43,738	44,377	45,025
T	Sr Network Analyst Info Tech Net Analyst II/Network Engineer II	67,950	68,925	69,932	70,970	72,034	73,124	74,235	75,319	76,422	77,540
U	Automotive Mechanic	33,843	34,368	34,910	35,469	36,042	36,629	37,103	37,674	38,244	38,814
Minimum Wage – At no time shall any unit member be paid less than the current New York State minimum hourly wage.											

2019-20 SALARY SCHEDULE											
	Titles	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Off Step
A	Cleaner School Chauffeur Laborer	25,208	25,583	25,970	26,370	26,782	27,204	27,637	28,078	28,490	28,905
B	Typist Clerk Messenger	26,892	27,267	27,654	28,053	28,465	28,888	29,320	29,761	30,173	30,612
C	Purchasing Clerk AV Tech Bldg Maint Asst	26,578	26,953	27,340	27,739	28,151	28,573	29,006	29,447	29,859	30,294
D	Stenographer Secretary I Acct Clerk Typist Acct Clerk Custodian	27,224	27,599	27,986	28,385	28,797	29,220	29,652	30,094	30,505	30,949
E	Bldg Maint Mech Carpenter Sr Acct Clerk Typist Sr Acct Clerk	30,907	31,332	31,771	32,223	32,691	33,169	33,659	34,159	34,630	35,135
F	Customer Service Rep	30,727	31,152	31,591	32,044	32,511	32,989	33,480	33,980	34,450	34,953
G	Info Tech Net Tech/Network Tech Stock Clerk I App Supp Svcs Asst I Sr Data Control Clerk Comp Svcs Asst/IT Support Tech I Telecomm Network Tech	32,583	33,008	33,447	33,900	34,367	34,845	35,336	35,836	36,306	36,834
H	Computer Programmer Sr Bldg Maint Mech	40,496	41,021	41,562	42,122	42,699	43,290	43,895	44,513	45,101	45,761
K	School Aide (200 days, 6 hours)	12,575	12,775	12,981	13,194	13,414	13,639	13,870	14,105	14,311	14,517
L	Teaching Assistant (200 days, 6.67 hrs) Licensed Practical Nurse (200 days, 6.67 hrs)	23,757	24,132	24,519	24,919	25,331	25,753	26,186	26,627	27,039	27,432
M	Registered Professional Nurse (200 days, 6.67 hours)	30,083	30,508	30,947	31,400	31,867	32,345	32,836	33,336	33,806	34,299
N	Physical Therapist Asst (200 days, 6.67 hours)	34,069	34,494	34,933	35,385	35,852	36,331	36,821	37,321	37,792	38,344
O	Programmer Analyst	51,039	51,764	52,512	53,285	54,081	54,898	55,734	56,587	57,411	58,250
P	Computer Systems Analyst Web Developer I	55,117	55,842	56,590	57,363	58,159	58,976	59,812	60,665	61,489	62,388
R	Info Tech Net Analyst I/Network Engineer I Sr Comp Svcs Asst/IT Support Tech II Sr App Supp Svcs Asst/App Supp Svcs Asst II Stock Clerk II	46,250	46,925	47,622	48,341	49,083	49,843	50,622	51,416	52,181	52,943
S	HVAC Service Engineer Electrician	40,532	41,057	41,598	42,157	42,735	43,326	43,931	44,549	45,137	45,797
T	Sr Network Analyst Info Tech Net Analyst II/Network Engineer II	69,150	70,125	71,131	72,169	73,241	74,339	75,464	76,611	77,729	78,868
U	Automotive Mechanic	34,401	34,926	35,468	36,027	36,604	37,196	37,801	38,291	38,879	39,467
Minimum Wage – At no time shall any unit member be paid less than the current New York State minimum hourly wage.											

2020-21 SALARY SCHEDULE											
	Titles	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Off Step
A	Cleaner School Chauffeur Laborer	25,590	25,965	26,351	26,749	27,161	27,585	28,020	28,466	28,920	29,345
B	Typist Clerk Messenger	27,324	27,699	28,085	28,483	28,895	29,319	29,754	30,200	30,654	31,079
C	Purchasing Clerk AV Tech Bldg Maint Asst	27,000	27,375	27,761	28,160	28,571	28,996	29,431	29,876	30,331	30,755
D	Stenographer Secretary I Acct Clerk Typist Acct Clerk Custodian	27,666	28,041	28,427	28,825	29,237	29,661	30,096	30,542	30,996	31,421
E	Bldg Maint Mech Carpenter Sr Acct Clerk Typist Sr Acct Clerk	31,409	31,834	32,272	32,724	33,190	33,671	34,164	34,669	35,184	35,669
F	Customer Service Rep	31,224	31,649	32,087	32,539	33,005	33,486	33,979	34,484	34,999	35,484
G	Info Tech Net Tech/Network Tech Stock Clerk I App Supp Svcs Asst I Sr Data Control Clerk Comp Svcs Asst/IT Support Tech I Telecomm Network Tech	33,136	33,561	33,999	34,450	34,917	35,398	35,891	36,396	36,911	37,396
H	Computer Programmer Sr Bldg Maint Mech	41,185	41,710	42,251	42,809	43,385	43,980	44,588	45,212	45,849	46,455
K	School Aide (200 days, 6 hours)	12,752	12,952	13,158	13,370	13,590	13,816	14,048	14,286	14,528	14,740
L	Teaching Assistant (200 days, 6.67 hrs) Licensed Practical Nurse (200 days, 6.67 hrs)	24,095	24,470	24,856	25,255	25,666	26,091	26,526	26,971	27,426	27,850
M	Registered Professional Nurse (200 days, 6.67 hours)	30,561	30,986	31,424	31,875	32,342	32,823	33,316	33,821	34,336	34,821
N	Physical Therapist Asst (200 days, 6.67 hours)	34,666	35,091	35,529	35,981	36,447	36,928	37,421	37,926	38,441	38,926
O	Programmer Analyst	51,845	52,570	53,317	54,088	54,883	55,704	56,545	57,406	58,285	59,133
P	Computer Systems Analyst Web Developer I	56,046	56,771	57,517	58,288	59,083	59,904	60,745	61,606	62,485	63,334
R	Info Tech Net Analyst I/Network Engineer I Sr Comp Svcs Asst/IT Support Tech II Sr App Supp Svcs Asst/App Supp Svcs Asst II Stock Clerk II	46,963	47,638	48,333	49,051	49,791	50,555	51,338	52,140	52,958	53,746
S	HVAC Service Engineer Electrician	41,223	41,748	42,288	42,846	43,422	44,017	44,625	45,249	45,886	46,492
T	Sr Network Analyst Info Tech Net Analyst II/Network Engineer II	70,249	71,224	72,229	73,265	74,334	75,438	76,569	77,728	78,909	80,061
U	Automotive Mechanic	34,909	35,434	35,974	36,532	37,108	37,703	38,311	38,935	39,439	40,045
Minimum Wage – At no time shall any unit member be paid less than the current New York State minimum hourly wage.											