

A G R E E M E N T

BY AND BETWEEN

**THE DISTRICT SUPERINTENDENT OF THE
ONONDAGA CORTLAND MADISON BOCES**

and the

**MID-LEVEL ADMINISTRATORS ASSOCIATION – OCM BOCES
EMPIRE STATE SUPERVISORS AND ADMINISTRATORS ASSOCIATION**

2018-2021

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P R E A M B L E

THIS CONTRACT entered into as of the first day of July, 2018, by and between ONONDAGA – CORTLAND – MADISON BOARD OF COOPERATIVE EDUCATIONAL SERVICES, (hereinafter referred to as "OCM BOCES") and MID-LEVEL ADMINISTRATORS ASSOCIATION OF THE EMPIRE STATE SUPERVISORS AND ADMINISTRATORS ASSOCIATION (hereinafter referred to as "ESSAA").

ARTICLE 1 RECOGNITION

- 1.1 Included: All regularly employed full time employees requiring certification by the New York State Civil Service Commission or the New York State Education Department, inclusive of:

Assistant Coordinator, Innovative Teaching & Learning	Coordinator, School Library Systems
Assistant Director, Adult Education	Coordinator, Science
Assistant Director, Special Education	Coordinator, Special Ed Tech Assistance
Assistant Principal, Alternative Education	Coordinator, Training and Continuing Education
Assistant Principal, Career and Technical Education	Coordinator, Youth Development
Assistant Principal, Special Education	Director, Technology
Assistant Superintendent, Building and Grounds	Instructional Technology & Integration Specialist
Coordinator, Career and Technical Programs	Manager, Information Security and Disaster Recovery
Coordinator, Instructional Technology	Manager, Network Operation Services
Coordinator, Adult & Family Literacy Programs	Manager, Systems & Programming
Coordinator, Adult Education	Manager, Technical Support
Coordinator, Curriculum	Model Schools Trainer
Coordinator, Distant Learning & Special Projects	Principal, Alternative Education
Coordinator, Educational Programs	Principal, Career and Technical Education
Coordinator, Energy Services	Principal, Occupational Education
Coordinator, Health Occupations	Principal, Special Education
Coordinator, Health, Safety & Risk Management	Program Coordinator, Employment & Training
Coordinator, Innovative Teaching & Learning	Project Manager
Coordinator, Model Schools	School Information Officer
Coordinator, Network Team	School Lunch Director
Coordinator, Outdoor Education	School Lunch Director 2
Coordinator, RBERN	School Lunch Manager
Coordinator, RSE-TATC	Special Education Administrator
Coordinator, School District Data	Staff Development Specialist
	Supervisor, Data Analysis Services
	Supervisor, SE-SIS
	Supervisor, Special Education

- 1.2. Excluded: District Superintendent, Assistant Superintendents, Directors, Assistant Director (Regional Computer Center), Assistant Director (Adult Education Workforce Education and Business and Industry Training), Manager of Business Services, Supervisor/Employee Assistance Program, all casual, temporary, and substitute employees. Also excluded are all other employees not specifically referred to in the above-identified INCLUDED category.

**ARTICLE 2
DEFINITIONS**

- 2.1 Administrators and Supervisors serving in the job titles listed in the “included” sections of Article 1 will hereinafter be referred to as the "unit members."

**ARTICLE 3
SAVINGS CLAUSE**

- 3.1 If any provision in this Agreement is or shall at any time be judged contrary to law in a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced or subject to the grievance procedure, except to the extent permitted by law. However, all other provisions of this Agreement will continue in effect.

**ARTICLE 4
REQUIREMENT PER TAYLOR LAW**

- 4.1 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE 5
PAYROLL/PAYROLL DEDUCTIONS**

- 5.1. OCM BOCES shall make the following deductions from the salaries of unit members who provide written authorization for same: health and dental insurance premiums, United Way contributions, credit union accounts, a tax deferred (IRS 403-b) program designated by the unit member, and United States Savings bonds.
- 5.2 Unit members who authorize OCM BOCES to make deductions for unit dues shall have such deductions taken from paychecks commencing in September of each year. The unit shall notify OCM BOCES of the amounts to be deducted. Unit members may also authorize OCM BOCES to make deductions for the ESSAA PAC Fund
- 5.3 The OCM BOCES will provide for direct deposit of paychecks for unit members.
- 5.4 An employee may withdraw authorization for contributions outlined above at any time by written notice to the OCM BOCES personnel office at least fifteen (15) days prior to the affected payroll date.
- 5.5 Eleven (11) – Month Employees

Eleven (11) month employees shall be paid on the same schedule as ten (10) month employees from September through June. During July and August, eleven (11) month employees shall submit time sheets and will be paid for the payroll period during which the time sheet submission is made.

- 5.6 Bi weekly or semi-monthly Payroll schedules will be developed by the BOCES on an annual basis. The President of the Mid-Level Administrators Association will be notified on or before April first of any changes from year to year as to which of these two schedules will be used.

**ARTICLE 6
FLEXIBLE SPENDING ACCOUNT**

- 6.1 Payroll deductions for a Flexible Spending Account under IRC §125 selected by OCM BOCES will be available to members of the unit who authorize such deductions in writing. Such plan shall include a premium payment account, unreimbursed medical expenses account, and dependent care expense account.

**ARTICLE 7
HEALTH INSURANCE**

- 7.1 The Board agrees to contribute toward the cost of health insurance ninety percent (90%) of the premium cost for individual coverage, and ninety percent (90%) premium cost for dependent coverage.

Effective September 1, 2018, the Blue Cross/Blue Shield Prescription Plan co-pay shall be as follows:

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

- 7.2 The OCM BOCES contribution towards the cost of coverage under an HMO will be limited to the dollar contribution by OCM BOCES to the premium rates for the non-HMO Plan.

7.3 Employee Eligibility

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

7.3.2 Employees who are married to each other may not enroll for an individual and family or two (2) family coverages. Employees who are married to each other may each enroll for individual coverage or one employee may enroll for family coverage only.

7.4 Dependent Eligibility

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

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

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

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

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

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

7.4.2 In this Program, the term "child" or "children" includes an employee's own child, stepchild or legally adopted child.

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

7.5 Effective Dates of Coverage

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

7.6 Enrollment Changes

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

7.6.2 The employee must apply to add a dependent child within thirty days of birth.

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

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

7.7 Leave Without Pay

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

7.8 Waiver of Premium for Disability

7.8.1 A waiver of premium for a period up to three (3) months in duration may be granted to an employee who is totally disabled while on authorized leave without pay.

7.8.2 In order to be eligible for such a waiver, the employee must meet all of the following conditions:

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

7.9 Layoff and Preferred List

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

7.10 Retirement – Service Retirement

An enrolled employee is eligible to continue coverage after retirement if (s)he has completed ten (10) years of service with OCM BOCES, and is either qualified for retirement as a member of a retirement system or is at least 55 years of age, and enrolled in the program at

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

For unit members retiring on or after July 1, 2015 OCM BOCES will pay eighty-five (85%) percent of the premium for individual coverage and seventy (70%) percent of the premium for dependent coverage.

For unit members retiring on or after July 1, 2017 OCM BOCES will pay eighty-five (85%) percent of the premium for individual coverage and sixty-five (65%) percent of the premium for dependent coverage.

The Blue Cross/Blue Shield Prescription Co-Pay shall be the same as for active employees of the BOCES.

7.11 Retirement – Disability Retirement

7.11.1 Effective January 1, 2007 if you are granted an accidental disability retirement, you may continue your health insurance coverage regardless of your age or length of service. OCM BOCES will pay ninety (90%) percent of the premium for individual coverage and seventy five (75%) percent of the premium for dependent coverage.

7.11.2 Effective January 1, 2007 an employee granted an ordinary disability retirement may continue coverage regardless of age, if the employee has the number of years of OCM BOCES service required to continue coverage after retirement. OCM BOCES will pay ninety (90%) percent of the premium for individual coverage and seventy-five (75%) percent of the premium for dependent coverage.

7.11.3 Effective July 1, 2014 an employee granted an ordinary disability retirement may continue coverage regardless of age, if the employee has the number of years of OCM BOCES service required to continue coverage after retirement. The OCM BOCES will pay the same percent of the premium for individual or dependent coverage as for an employee retiring with a service retirement, as provided for under Section 7.10 above.

7.12 Death of Enrollee – Survivor Coverage

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

7.13 Termination of Coverage Upon Termination of Employment

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

7.14 Medicare Reimbursement

The OCM BOCES will continue to reimburse the cost of Medicare Part B for those enrollees

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

ARTICLE 8 DENTAL INSURANCE

8.1 Bargaining unit employees may participate in the group dental insurance program. The OCM BOCES shall contribute up to two hundred twenty five (\$225) dollars for each participating member for individual coverage or up to two hundred seventy five (\$275) dollars for family coverage.

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

8.2.1 Initial Enrollment – Effective Date of Coverage

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

- a. If the employee applies for coverage within thirty days from the date of employment (Initial Open Enrollment Period), coverage will begin on the first day of the month coinciding with, or following, the date of employment.
- b. If the employee fails to apply for coverage during the Initial Open Enrollment Period, the employee may thereafter apply for coverage during the Annual Open Enrollment Period.

8.2.2 Enrollment Changes – Effective Date of Coverage

- a. If an employee, who is insured for Individual Coverage, applies for Family Coverage within thirty days from first acquiring dependents, family coverage will begin on the first (1st) day of the month following the date of application for family coverage.
- b. If an employee fails to apply for family coverage within thirty days from first acquiring dependents, the employee may thereafter apply for coverage during the Annual Open Enrollment Period.
- c. An employee may request a change from Family Coverage to Individual Coverage at any time if the employee:
 - i. no longer has dependents eligible for coverage.
 - ii. no longer wishes to provide coverage for dependents even though they are still eligible. In this case, the employee may only re-enroll for family coverage during the Annual Open Enrollment Period.

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

8.2.3 Termination of Coverage Upon Termination of Employment

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

ARTICLE 9 MILEAGE REIMBURSEMENT

- 9.1 Use of personal vehicles for OCM BOCES business shall be reimbursed at the Internal Revenue Service guideline in cents per mile for the duration of this Agreement. Any change in the rate for mileage reimbursement shall become effective on the effective date of the announced change by the Internal Revenue Service.

ARTICLE 10 PERSONNEL FILES

- 10.1 OCM BOCES will maintain a personnel file for each unit member. This file will be located in OCM BOCES central offices and will be maintained in the following manner:
- 10.2 Each unit member will be evaluated at least one time per year by his or her supervisor.
- 10.3 Each unit member's personnel file will be available for his/her perusal by appointment. It will be the unit member's prerogative to have a representative present during the viewing of the file. The review shall be conducted in the presence of an appropriate OCM BOCES official or his/her designee.
- 10.4 Unit members shall have the right to copy the contents of their personnel file.
- 10.5 A unit member shall have the right to answer, in writing, any complaint or derogatory material in his/her file. The answer is due within ten (10) working days after the unit member first sees such complaint or derogatory material. The written response shall be reviewed by the District Superintendent or his/her designee and attached to the complaint within ten (10) working days.
- 10.6 All documents that are evaluative or disciplinary in nature, before being placed in the unit member's personnel file, will be copied to the unit member who will sign and date a receipt of verification.

ARTICLE 11 SICK LEAVE

- 11.1 A maximum of twelve (12), thirteen (13), or fourteen (14) days absence from service normally provided shall be available annually without loss of remuneration to each ten (10), eleven (11) or twelve (12) month employee, respectively, provided such absences are due to personal illness

or disability, or for employee medical/dental appointments. The daily gross rate of sick leave pay will be equal to the regular daily rate of pay earned during the school year in which such absences occur.

- 11.2 Family illness leave credits, not to exceed five (5) days per annum may be used for medical/dental appointments for the unit member's immediate family, or for verified serious illness in the unit member's immediate family requiring attendance and care by the unit member. If necessary, an additional five (5) days of sick leave may be used for family leave. Unused family leave days shall be added to unused sick leave accumulation.
- 11.3 Immediate family shall, for purposes of this Article only, include spouse, child, stepchild, parent, parent-in-law, sibling, sibling-in-law, grandparents, grandchildren, foster children or other relatives of the unit member's household.
- 11.4 New employees entering service from another school district/BOCES will be credited with 50% of their sick leave balance from the previous school district/BOCES not to exceed the maximum entitlement provided under this contract.
- 11.5 On the effective date of employment, an employee's personal sick leave credit for his/her first fiscal year of employment will be prorated from his/her effective date of employment through June 30. Credit will be based on the number of full months of anticipated active employment during first year. Thereafter, personal sick leave credit will be credited on July 1 of each succeeding fiscal year based on the number of full months of anticipated active employment in each year.
- 11.6 An employee who commences an unpaid leave of absence will have his/her personal sick leave credit prorated to reflect full months of active employment preceding the commencement of the unpaid leave of absence. Personal sick leave credit will also be prorated for employees who return from an unpaid leave of absence based on the number of full months of employment remaining in the fiscal year in which the employee returns.
- 11.7 Salary authorization for payment in accordance with the provision of this section shall be paid to the unit member in the same manner and at the same time said employee would have received salary payment if actually engaged in the performance of assigned duties.
- 11.8 Unused personal sick leave shall be cumulative to a maximum of 300 days. Upon reaching the maximum accumulation an employee may first draw on the new fiscal year's annual entitlement before drawing on the accumulated days. The annual entitlement above the maximum will not accrue from year to year.
- 11.9 A signed doctor's certificate may be required to verify sick leave of employees absent and fitness to return to work upon request of the District Superintendent or his/her designee.
- 11.10 It shall be the responsibility of the employee to notify their supervisor prior to any absence and to promptly submit an Employee Leave Request for all absences together with reasons therefore to his/her supervisor.
- 11.11 In the event an employee exhausts his/her accumulated sick leave, additional sick leave days may be allowed upon the recommendation of the District Superintendent and approved of the Board of Education.

11.12 Upon retirement, pursuant to eligibility provisions of the Retirement System, an employee enrolled in the NYSERS may convert all unused sick leave accumulation that is not utilized under Section 41-j of the Employees' Retirement System to a cash stipend at the rate of \$40 per day.

11.13 Upon retirement, pursuant to eligibility provisions of the Retirement System, an employee enrolled in the NYSTRS shall be granted a retirement award for each day of accumulated sick leave remaining to the credit of the employee on the last day of the employee's employment with OCM BOCES. In order to be eligible for the retirement award, the employee must have served for at least ten (10) years in the OCM BOCES or its predecessor. The employee must give four (4) months' notice prior to his/her retirement. In the event of a disability retirement, the four (4) month notice period shall be waived. The retirement award shall be calculated according to the following rate:

0 to 50 days.....	\$21 per day
51 to 100 days.....	\$25 per day
101 to 150 days.....	\$35 per day
151+ days.....	\$40 per day

11.14 Upon severance from OCM BOCES, except for other than disciplinary reasons or retirement, employees who have completed fifteen (15) years of service will receive fifteen (\$15) dollars per day for forty (40%) percent of their unused and accumulated sick leave days. Payment of the stipend will be made within forty-five (45) days of resignation. This provision is not applicable to employees entitled to the retirement provisions in numbers 11.12 and 11.13 above.

**ARTICLE 12
EXTENDED LEAVE**

12.1 Extended leaves may be granted for reasons of health, study, professional internship, the assumption of family duties, child rearing, and other similar matters. All requests for extended leave will be submitted to the District Superintendent in writing for review and recommendation. The District Superintendent will present his/her recommendation to OCM BOCES for final consideration. The following stipulations shall govern all extended leaves:

12.1.1 The period of such leave shall not exceed one (1) year unless mutually agreeable.

12.1.2 Salary and fringe benefits will be discontinued during the period for which the leave may be granted.

12.1.3 The District Superintendent must be notified in writing by the unit member ninety (90) days in advance of the expiration of leave regarding the unit member's intent to return to the OCM BOCES. The District Superintendent may modify such notification in emergency situations.

12.1.4 While on leave, the unit member shall have the option to remain an active participant in the benefit programs of OCM BOCES, by contributing the full cost of the premiums.

12.1.5 The beginning and ending dates will be determined mutually by the unit member and the District Superintendent or his/her designee.

- 12.2 An employee who is pregnant may continue active employment as late into pregnancy as she desires, provided she is capable of performing her duties. Following delivery the employee must have her physician indicate in writing that she is capable of returning to duty. Sick leave benefits may be used in the event the unit member is not able to perform her duties by reason of disability. OCM BOCES may attempt to verify the findings of the unit member's physician by hiring a physician of its choice and its expense.
- 12.3 A unit member, upon written request, may be granted a leave of absence for a period of up to two (2) years (one (1) year for classified civil service employees) for the birth or adoption of a child. Reasonable notice shall be given by the unit member.
- 12.4 Requests for child bearing/child rearing leave must be submitted in writing at least one month prior to the anticipated birth date of the child, or as soon as possible in cases of adoption.

ARTICLE 13 PERSONAL LEAVES

- 13.1 At the beginning of the year, unit members shall be credited with three (3) personal leave days for the purpose of conducting personal business that cannot be scheduled outside of working hours. Any unused personal leave shall be added to unused sick leave.
- 13.2 Up to four (4) days of leave per occurrence, up to a maximum of ten (10) days per year, are provided for the death of an immediate family member.
- 13.3 Unit members unable to perform their duties due to quarantine shall present a certificate issued by an attending physician or local health officer establishing the necessity thereof. Unit members under quarantine shall be granted leave with pay and no charge shall be made against sick or other leave benefits. Prior to return to duty a medical certification may be required.
- 13.4 Immediate family, for purposes of this article only, shall include spouse, child, stepchild, parent, parent-in-law, aunt, uncle, niece, nephew, sibling, sibling-in-law, grandparents, grandchildren, foster children or other persons living with the employee.

ARTICLE 14 VACATION

- 14.1 Twelve-month, full-time administrators will earn paid vacation at the rate of 1.83 days for each full month of employment (22 days per year).
- 14.2 The following shall apply for unit members hired on or after July 1, 2018:
- a. Twelve-month, full-time administrators will receive paid vacation at the rate of twenty-two (22) days per year.
 - b. Vacation will be credited on July 1 of each fiscal year.

- c. An employee whose initial effective date of employment is other than July 1 will be credited with a pro-rated number of vacation days. Total vacation time credited will be rounded to the nearest whole day.
 - d. Vacation time must be used within eighteen months following the year in which it is credited. No more than twenty days of vacation may be taken at one time.
 - e. Request for vacation must be filed with the immediate supervisor prior to the vacation date.
 - f. Upon termination of employment, vacation time is not credited for a partial month worked immediately prior to termination. The last full month worked will be the last month for which vacation time is credited.
 - g. An employee whose effective date of termination of employment is other than July 1 will be credited with a pro-rated number of vacation days for that year, with total vacation time credited rounded to the nearest whole day. If the employee used more than the credited days, his or her final pay will be adjusted accordingly.
 - h. Vacation pay is based on the employee's salary rate at the time of termination.
- 14.3 Earned vacation is credited on July 1 of each succeeding fiscal year.
- 14.4 An employee whose initial effective date of employment is other than July 1 will begin earning vacation at the start of the next succeeding month. Total vacation time earned will be rounded to the nearest whole day.
- 14.5 Vacation time must be used within eighteen months following the year in which it is credited. No more than twenty days of vacation may be taken at one time.
- 14.6 Request for vacation must be filed with the immediate supervisor prior to the vacation date.
- 14.7 Upon termination, vacation time is not credited for a partial month worked immediately prior to termination. The last full month worked will be the last month for which vacation time is credited.
- 14.8 Employees resigning prior to providing six months of service will not be compensated for any vacation time. New Unit Members will be allowed to use accrued vacation leave after six months of employment. It is understood that this will directly affect the number of vacation days to be credited to the employee on July 1 of the succeeding fiscal year.
- 14.9 Vacation pay is based on the employee's salary rate at the time of termination.

ARTICLE 15 HOLIDAYS

- 15.1 In addition to the days of annual vacation entitlement, OCM BOCES will provide fourteen (14) paid holidays for the 12 month unit members working an office calendar. Unit members working an office calendar of less than 12 months will observe holidays falling within their work year.

A new hire will be eligible for the floating holiday (if included in the office holiday schedule) provided the employee's effective date of employment is on or before January 1 of the fiscal year in which employed.

- 15.2 To be eligible for holiday pay, an employee must have been on a paid status the full scheduled workday immediately preceding and following the holiday.

ARTICLE 16 GRIEVANCE PROCEDURE

16.1 Declaration of Purpose

16.1.1 It is the policy of the District and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedents in a later grievance.

16.2 Definitions

16.2.1 A grievance shall be described as an alleged violation, misinterpretation or misapplication of this Agreement.

16.2.2 An employee is any unit member in the unit covered by this Agreement.

16.2.3 An aggrieved party is the employee or a group of employees who submit a grievance. Each employee involved in a grievance as an aggrieved party must sign the grievance form provided by the OCM BOCES.

16.3 Submission of Grievances

16.3.1 Before submission of a written grievance, the aggrieved party must attempt to resolve it informally, and in doing so shall give notice that a grievance is being raised.

16.3.2 Each grievance shall be submitted in writing on a form provided by the OCM BOCES and shall identify the aggrieved party, the provision(s) of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

16.3.3 A grievance shall be deemed waived unless it is submitted in writing within twenty (20) work days after the aggrieved party knew or should have known of the events or conditions on which the grievance is based.

16.3.4 An employee having a grievance shall submit it to the District Superintendent.

16.4 Grievance Procedure

16.4.1 District Superintendent

- a. The District Superintendent or his/her designated representative shall, upon request, confer with the aggrieved party with respect to the grievance and shall deliver to the aggrieved party, a written statement of his/her position with respect to it no later than fourteen (14) work days after is it received by him/her.

16.5. Arbitration

16.5.1 In the event the Association is not satisfied with the response to a grievance, it may within fifteen (15) working days after receiving that statement, refer the grievance to arbitration by requesting that the American Arbitration Association propose the names of seven (7) arbitrators. A copy of such request shall be forwarded to the District Superintendent.

16.5.2 Upon receipt of the name of the proposed arbitrators, a designee of the District Superintendent and the Association shall strike names from the list until one ultimately is designated as the arbitrator.

16.5.3 The arbitrator's decision will be in writing and will set forth his/her findings, reasoning, and conclusions concerning the issues submitted. The arbitrator will be without power of authority to make any decision which require the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to alter, add to, or detract from, the provisions of this Agreement.

16.5.4 The decision of the arbitrator shall be binding upon both parties.

16.5.5 The cost of the services of the arbitrator will be borne equally by the OCM BOCES and the unit.

ARTICLE 17 SALARY

17.1 Each member of the bargaining unit returning for the 2018-19 school year shall receive a salary increase of 3.25% of the prior year's salary.

17.2 Each member of the bargaining unit returning for the 2019-20 school year shall receive a salary increase of 3.0% of the prior year's salary.

17.3 Each member of the bargaining unit returning for the 2020-21 school year shall receive a salary increase of 3.0% of the prior year's salary.

17.4 Salary is defined as contract salary exclusive of stipends provided for under the other articles of this Agreement.

ARTICLE 18
DATA SERVICE TEAM FACILITATORS

- 18.1 Data Service Team Facilitators are appointed annually, based on the recommendation of the RIC Director and approved by the District Superintendent and Board of Education.
- 18.2 An employee appointed as a Data Service Team Facilitator receives an annual stipend of \$4,000, pro-rated based on the actual number of full months in such role each year.
- 18.3 An employee appointed as a Data Service Team Facilitator may request to be removed from such responsibility or, at the discretion of the Supervisor of Data Analysis Services be removed based on performance prior to the end of the annual appointment. In either case the stipend will be paid on a pro-rated basis, as per 18.2.
- 18.4 Duties of the Data Service Team Facilitator. The following is a general outline of the role and duties of an employee appointed with this responsibility.

The Data Service Team Facilitator:

- 18.4.1 Will provide guidance, instruction, direction to an Analysis Service Team.
- 18.4.2 Will support the Supervisor of Data Analysis Services with new staff training.
- 18.4.3 Is responsible for developing techniques to improve overall team motivation and progress.
- 18.4.4 Will work within the team, as a member, performing the same roles but with additional responsibilities that ensure the team functions successfully to support our school districts and BOCES.
- 18.4.5 Will act as a conduit for information between the team and the Supervisor of Data Analysis Services. This will include information on the progress of projects, questions and concerns of team members and feedback from clients.
- 18.4.6 Is responsible for solving specific team discontinuities by providing knowledge and skill on improving team collaborative efficiency.
- 18.4.7 Is responsible for a content area. They will organize meeting days for the appropriate content area specialist within all teams.
- 18.4.8 Will monitor the team's goals and objectives. The team leader reports to the Supervisor of Data Analysis Services.

ARTICLE 19
LONGEVITY STIPENDS

- 19.1 Longevity stipends shall be awarded on June 30, following the anniversary date of the employee as set forth below. Longevity stipends shall be paid annually as part of payroll but shall not be considered part of base salary and are not cumulative over multiple anniversary dates.

- 19.2 Unit members with 10 years or more of service to BOCES shall receive \$1,000.00 annually.
- 19.3 Unit members with 15 years or more of service to BOCES shall receive \$1,500.00 annually.
- 19.4 Unit member with 20 years or more of service to BOCES shall receive \$2,000.00 annually.
- 19.5 Unit members with 25 years or more of service to BOCES shall receive \$2,500.00 annually.

**ARTICLE 20
ADULT EDUCATION COURSES**

- 20.1 Unit members will be allowed to take OCM BOCES adult education courses free of charge where there are available openings in such courses.

**ARTICLE 21
JURY DUTY AND COURT ATTENDANCE LEAVE**

- 21.1 On submission of written proof of the necessity of jury service or attendance at court pursuant to subpoena or other court order, but not as a party to litigation involved, an employee shall be granted a leave of absence with pay for such purpose providing any remuneration received for such service by the court be reimbursed to the Board. Expense allowances received in connection with such duty shall not be considered remuneration.

**ARTICLE 22
NON-ELECTIVE EMPLOYER CONTRIBUTIONS TO 403(B) ACCOUNT**

- 22.1 No Cash Option

Except in the instance of a layoff and at the request of the employee, no eligible employee (as defined in paragraph 22.6) may receive cash in lieu of as an alternative to any of the Employer's Non-elective Contribution(s) for earned, unused vacation pay and payment for sick leave accumulation pursuant to the applicable provisions of the CBA.

- 22.2 Non-elective Contributions

Employer agrees to make a non-elective employer contribution for the amount the employee is entitled to for payment of earned unused vacation pay and sick leave pursuant to Sections 11.13, 11.14, 14.6 and 14.8 of the collective bargaining agreement. The employer contribution will be processed and remitted within 30 days of the employee's separation from employment. Such contributions will be made to a 403(b) program able to accept employer contributions as defined in the Internal Revenue Code.

- 22.3 Contribution Limitations

- 22.3.1 The Employer may sponsor an Internal Revenue Code of 1986, as amended (the "Code") Section 403(b) plan, in order to maximize the use of tax deferral and reduction of payroll taxes. The maximum Employer contribution shall not cause an employee's 403(b) contribution to exceed the applicable contribution limit

under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code in the taxable year in which that employee terminated employment.

22.3.2 In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- a. For members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971¹, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Code in the 403(b) plan. Employer shall then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the code is fully met through payment of the Employer's Non-Elective Contributions to maximize deferrals; and
- b. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Code in the 403(b) plan, as the case may be, utilizing the maximum contribution over the applicable plan year. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the Code. Any amount in excess of the contribution limit of the Code shall be paid as compensation directly to the employee.

22.4 403(b) Accounts

Employer contributions shall be deposited into the 403(b) account initially selected by the employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program account with VOYA Financial.

22.5 Tier 1 Adjustments

Tier 1 members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

¹ Explanation for TRS Categories: Under Education law §501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier 1 member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC§415.

22.6 Eligibility Requirement

To be eligible for the Non-elective contribution, the employee must separate from employment with Onondaga-Cortland-Madison BOCES and be age 55 or older as of the effective date of separation. Non-eligible employees shall receive any applicable benefits set forth in paragraph 2 above as ordinary income.

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

22.8 This Article shall further be subject to the approval of the 403(b) Provider, which shall review the Article solely as a matter of form and as the provider of investment products designed to meet the requirements of the Code.

22.9 Both the employee and Employer are responsible for providing accurate information to the Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation. To the extent inaccurate information is transmitted by the Employer to the 403(b) Provider, any issues that arise from the inaccurate information shall be the responsibility of the Employer.

22.10 If any penalty or other assessment is charged against Employer by the Internal Revenue Service as a result of an improper contribution to any 403(b) account or the improper withholding or non-withholding of any required deductions, the employee shall hold Employer and Association harmless for such penalty or other assessment.

In agreeing to adopt (and/or modify) the Plan noted in this Article, the Employer makes no independent representations or warranties concerning the accuracy of any interpretation of law or applicable regulations advanced to the Employer or described by the Association, its agents, representatives, or other parties.

ARTICLE 23 WORKSHOP AND CONFERENCE ATTENDANCE

23.1 OCM BOCES will reimburse employees for reasonable expenses incurred for attendance at approved work-related workshops, conferences and seminars to include fees, meals, lodging, and transportation (provided an OCM BOCES vehicle is not available).

23.2 Advance approval for such attendance and expense reimbursement must be obtained from the District Superintendent whose decision shall be final. The District Superintendent may also approve such attendance without pay or expense reimbursement.

23.3 A written report of the conference, seminar, etc., must be submitted to the District Superintendent if requested.

**ARTICLE 24
PROFESSIONAL IMPROVEMENT LEAVE**

24.1 Upon application to the District Superintendent, and approval by the Board of Education, a leave with pay, not to exceed 2 weeks, may be granted for the professional improvement purposes.

**ARTICLE 25
ASSOCIATION LEAVE**

25.1 The President of the Association or his/her designee shall be allowed 3 days leave without loss of pay or benefits for Association business. Request for such leave must be submitted to the individual's immediate supervisor and the Director of Personnel and Labor Relations.

**ARTICLE 26
SICK LEAVE BANK**

26.1 Members of the Bargaining Unit will be allowed to join the non-represented and administrative Employees sick bank, in accordance with Board of Education policy #5340.

**ARTICLE 27
PROFESSIONAL ATTIRE**

27.1 Unit members are expected to dress in a professional manner during their scheduled work hours. Jeans, tee shirts, overly revealing and other informal clothing are not considered professional dress. Exceptions may be requested for days when there are special events or celebrations.


**ARTICLE 28
STATEMENT OF DURATION**

28.1 This agreement shall be effective in full force and effect as of July 1, 2018 through June 30, 2021, except as otherwise noted.



Jody Manning, District Superintendent
OCM BOCES

09/18/2018
Dated



James O'Connor, President
Mid-Level Administrators-OCM BOCES
OCM BOCES - Empire State Supervisors & Administrators Assoc.

17 SEP 2018
Dated