

AGREEMENT

between the

DISTRICT SUPERINTENDENT

of the

BOARD OF COOPERATIVE EDUCATIONAL SERVICES

Sole Supervisory District

Broome-Tioga Counties

and the

BOCES SUPPORT SERVICES ASSOCIATION

July 1, 2022 - June 30, 2025

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - COLLECTIVE BARGAINING UNIT	1
ARTICLE 3 - DUES AND DEDUCTION CHECKOFF	1
ARTICLE 4 - PAYROLL DEDUCTIONS	2
ARTICLE 5 - LEGISLATIVE ACTION	2
ARTICLE 6 - JOINT COMMITTEES	2
ARTICLE 7 - ASSOCIATION RIGHTS.....	2
ARTICLE 8 - MANAGEMENT RIGHTS	3
ARTICLE 9 - CLASSIFICATION OF PERSONNEL BY WORK SCHEDULE	4
ARTICLE 10 - SALARIES	6
ARTICLE 11 - HOLIDAYS.....	8
ARTICLE 12 - VACATIONS	8
ARTICLE 13 - ABSENCES AND LEAVES.....	9
ARTICLE 14 - HEALTH, DENTAL INSURANCE AND REIMBURSEMENT	12
ARTICLE 15 - RETIREMENT	14
ARTICLE 16 - SENIORITY	14
ARTICLE 17 - GRIEVANCE PROCEDURE	15
ARTICLE 18 - PERSONNEL FILE	16
ARTICLE 19 - MISCELLANEOUS	17
ARTICLE 20 - BOCES COURSES	18
ARTICLE 21 - EVALUATIONS.....	18
ARTICLE 22 - VOLUNTARY DISSOLUTION LANGUAGE	18
ARTICLE 23 - DURATION	19
APPENDIX A.....	20
APPENDIX B - Employee Bi-Weekly Time Sheet.....	32
APPENDIX C - Benefit Comparison.....	33
APPENDIX D - Telecommuting Guidelines	36

ARTICLE 1 - RECOGNITION

Section 1 - Recognition

The Board of Cooperative Educational Services, Sole Supervisory District recognizes the BOCES Support Services Association, hereinafter referred to as the Association, as the sole and exclusive negotiating representative for all employees in the defined bargaining unit as described in Article 2 of this Agreement. The BOCES will not negotiate or meet with any other employee Association in the determination of rates, wages, salaries, hours of work, fringe benefits or any other terms and conditions of employment for the administration of grievances and disputes arising thereunder. The BOCES and the Association agree, pursuant to Section 208 of the Civil Service Law, that the Association shall have unchallenged representation status.

Section 2 - No Strike

The Association affirms that it does not assert the right to strike against the Board of Cooperative Educational Services, Sole Supervisory District and it shall not cause, instigate, encourage or condone a strike.

Section 3 - Board Agenda and Minutes

Agendas and Minutes can be obtained from the BOCES website. Should the BOCES fail to post the Agendas and Minutes, a copy of both shall be sent to the Association President as soon as they become available.

ARTICLE 2 - COLLECTIVE BARGAINING UNIT

For the purpose of this Agreement, the term "Employee(s)" shall mean non-teaching personnel who are employed 20 hours or more per week on a 10-months or more basis. Excluded are those employees currently represented by another bargaining unit, as well as administrative, managerial, and confidential employees.

ARTICLE 3 - DUES AND DEDUCTION CHECKOFF

Section 1 - Membership Authorization

The BOCES will deduct membership dues from wages upon written authorization from each employee and remit the same to the Association. The Association will have exclusive payroll dues deduction privileges throughout the unchallenged representation period.

Section 2 - Bargaining Unit Member List

Upon request, the Association shall be provided on a quarterly basis, the names and addresses of all employees working or receiving benefits under the defined bargaining unit and shall receive information concerning any changes of such as they occur.

Section 3 - Annual Dues

The total amount of annual dues for the Association shall be deducted in no more than twenty (20) equal installments beginning on the first (1) scheduled pay period in each September and shall continue until termination by an employee. In the event a bargaining unit member commences employment after the first (1) pay period, his/her dues shall be deducted in equal payments not to exceed twenty (20). Bargaining unit members employed for the full year shall be responsible for a full year's dues.

The total amount of accumulated dues deducted shall be transmitted to the Association immediately following each pay period. Each payment shall include a list of employees' names and the amount deducted. Additions or deletions from said list will be noted in each payment as they occur.

The Association shall give the Superintendent or his/her designee at least thirty (30) days written notice prior to the effective date of a change in the amount of annual dues and the dues deduction installment rate shall be changed on the first (1) pay period following said effective date.

Section 4 - Withdrawal Authorization

The Business Office shall notify the Association within ten (10) days should it receive a withdrawal of authorization from a bargaining unit member.

ARTICLE 4 - PAYROLL DEDUCTIONS

The Board shall authorize deductions from payments to any of the banks or credit unions to which BOCES subscribes and to any new banks or credit unions that do not charge a direct deposit fee.

ARTICLE 5 - LEGISLATIVE ACTION

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.

ARTICLE 6 - JOINT COMMITTEES

Section 1 - Liaison

The parties, in order to encourage the greatest degree of cooperation among their respective representatives and among the employees through a full understanding of the respective rights and responsibilities of the Superintendent and the Association, agree that the Superintendent and the Association will each designate three (3) representatives who shall confer, at the request of either party, at mutually convenient times during the term of this Agreement. These conferences shall be held to discuss the administration of this Agreement. These conferences shall not involve any collective bargaining negotiations, nor shall the representatives of the parties modify this Agreement or detract from any of its provisions.

ARTICLE 7 - ASSOCIATION RIGHTS

Section 1 - Facilities Usage

The Association shall have the right to use the BOCES bulletin boards, email, non-computerized mail services and, upon prior request, meeting rooms on a space-available, no-cost basis. It is understood that these facilities and email are not to be used for local, state or federal political activities or purposes.

Section 2 - Agreement Copies

Copies of this Agreement will be provided electronically for the bargaining unit members by the Association and upon request, a paper/hard copy.

Section 3 - Job Description

Broome County Civil Service determines and writes job specifications for every civil service title covered by this association contract. BOCES will consult in advance with the Association and affected employees of any proposed deviation from those specifications. Should the job descriptions be modified, the BOCES shall notify the Association within ten (10) days of such modification. Should either the BOCES or the Association determine the modification(s) significantly changes the job description, either party may request an immediate review of the modified description by the local Civil Service agent. If the determination of Civil Service is that the modified description changes the job title, the BOCES and the Association shall, within ten (10) days of such notification from Civil Service, begin negotiations regarding the rate of pay for the new position. All rules and regulations of Civil Service shall apply in the filling of such position. Ten (10) working days prior notification shall be provided to the BOCES. Whenever the BOCES creates a new position for which there is no listed title, the Association will be notified within five (5) working days of the posting of said position and negotiations will commence to establish a salary for that position.

Section 4 - Association Business

The Association shall be granted a maximum of seven (7) paid days per year of authorized absence to attend to Association business. Employees using these days shall be selected by the Association President.

The Association President, or his/her designee, shall provide a minimum of five (5) days' notice in advance of the requested time except in the case of an emergency. Employees using these days shall be selected by the Association President.

Section 5 - Notification of Discipline

The Association will be notified when there is to be a meeting which involves the disciplining of any employee. Discipline is defined as when a formal reprimand for the personnel file is expected.

Section 6 - New Hires

The BOCES will provide the Association president the names of each newly hired bargaining unit member. The BOCES shall provide said new hire with an electronic copy of this agreement.

ARTICLE 8 - MANAGEMENT RIGHTS

Subject only to any limitations stated in this Agreement, the Association recognizes that the BOCES retains the exclusive right to manage its educational operation/facilities. This right includes the right to discipline, suspend or discharge employees; to determine the qualifications of employees; to observe and evaluate an employee's job performance and to apply disciplinary action to ensure a full day's work for a fair day's wage; and to require employees to observe reasonable BOCES rules and regulations presently in effect and/or to be put into effect, provided they are not in violation with the provisions of this Agreement.

The matters referred to in this provision are subject to the grievance and arbitration procedure, provided there is an alleged direct violation of an express provision of the specific language in the Agreement regarding the matter grieved.

ARTICLE 9 - CLASSIFICATION OF PERSONNEL BY WORK SCHEDULE

Section 1 - Work Hours

Class A -- All remaining titles

Work Schedule: 12 months
 39-hour work week
 7.80 hours per day
 5-day week, Monday through Friday.
 The workday will be defined by the immediate supervisor.

New employees appointed subsequent to 7/1/72 may be required to work other than Monday through Friday, but shall have two (2) consecutive days off per regularly scheduled seven (7) day work week.

Class B -- Operations Maintenance Personnel and Drivers

Work Schedule: 12 months
 39-hour work week
 7.8 hours per day
 5- day week with two (2) consecutive days off in each seven (7) days.
 The workday will be defined by the immediate supervisor.

Class C - Regular positions which are fewer than Class A or Class B work schedules, 20 hours or more per week:

Salary and benefits will be prorated accordingly (excluding health and dental).

Where possible, BOCES will provide 48 hours' advanced written notice to employees who are going to be transferred to a different shift for no more than 90 days. With the exception of immediate emergency situations for less than 48 hours' notice. Ten (10) days advance notice will be given to employees who are scheduled for a long-range transfer. A minimum ten (10) business day's written advance notice will be given to employees who are scheduled to a different shift for more than 90 days with a predetermined end date unless the change is permanent. Permanent is any term longer than 6 months.

Section 2 - Lunch Period

Each unit member shall receive a daily one-half (½) hour duty free lunch. Lunch may be increased to one (1) hour with mutual agreement between unit member and immediate supervisor.

Section 3 - Extension of Work Hours

The above scheduled working hours are subject to extension when the organizational needs so require, such as, emergencies and special circumstances. Wherever possible, 24 hours notice will be given.

- a. Snow Removal Call-In Pay when BOCES is open: Snow removal staff will have their schedule modified for a snow event or called in only by the authorized BOCES designee. This staff scheduled or called in to work for a snow removal event will be paid three hours at the overtime rate plus their regular contract pay of 7.8 hours for the modified shift due to a snow event. This staff will be paid at the overtime rate for all additional hours worked in excess of 8 hours for the day.
- b. Snow Removal Call-In Pay when BOCES is closed, including holidays: When all BOCES facilities are closed on holidays or by order of the Superintendent due to a snow event, staff not called into work will receive their regular contractual pay. Snow removal staff will be called in only by the authorized BOCES designee. In addition to their regular contractual pay, this staff called in to work will be paid at the overtime rate for all hours worked during

the period the BOCES is closed. This staff called in to work for less than 3 hours will be paid a minimum of 3 hours at the overtime rate.

Section 4 - Compensatory Time

The use of compensatory time in lieu of overtime is agreed to issuance and accrual of compensatory time will be in accordance with applicable Federal and/or State law. Requests to accrue or use accrued compensatory time must be approved in advance by the employee's immediate manager. Compensatory time will be issued at time and ½ as long as the FLSA (Fair Labor Standards Act) requires it. Unused accrued compensatory time will be paid out at the end of the fiscal year or earlier upon request by the member.

Section 5 - Overtime

- a. At the direction of the immediate supervisor, each unit member that works more than 8 hours in a workday or 40 hours in a calendar week shall be paid one and one-half times their regular hourly rate for all such additional time.
- b. Each time a unit member is called into work outside their normal schedule, during non-scheduled work hours, or on his/her normally scheduled time off, and is provided with less than a 12 hour notice, he/she will be guaranteed at least three (3) hours pay at their overtime rate.

The BOCES reserves the right to contract out for any and all snow removal services.

Section 6 - Work on a Holiday

When it is necessary for an employee to work on a holiday, he/she will be paid for said holiday in addition to his/her regular salary.

Section 7 - Time Sheet

Should the member's Supervisor request a time sheet be utilized, recording of time worked each period will be written on the time sheet provides by BOCES Department Supervision. (Time Sheet as per Appendix B).

Section 8 - Telecommuting

Telecommuting by non-instructional bargaining unit members shall be a mutually agreed upon arrangement between the unit member and their supervisor and the District. Terms and conditions governing remote work shall be attached as per Appendix D.

Section 9 - Emergency Leave for Telecommuting and Non-Telecommuting Members

In the event of an emergency due to weather or other unforeseen situations (such as power outage, facility issue, etc.), the District Superintendent (or their designee) may designate such day(s), specific time period(s) and/or specific locations as an "Emergency Telecommuting" day or time period. At the time of the emergency, all members that have existing telecommuting agreements in place between the employee, their supervisor, and the bargaining unit are expected to work their normal schedule as per their agreement (Appendix "D"). Members that do not have a telecommuting agreement in place at the time of the "Emergency Telecommuting" day(s) or time period(s) will be granted emergency leave time without being required to use personal, sick, or vacation time.

If there is a significant emergency, the District Superintendent (or their designee) may designate such day(s) and/or specific time period(s) as a "Complete Closure." A "Complete Closure" means the emergency leave time is granted to Telecommuters and Non-Telecommuters. Essential staff may be required on-site, depending upon the reason for the Complete Closure.

ARTICLE 10 - SALARIES

Section 1 - Increases

Returning bargaining unit members shall have their salaries increased each year as follows:

2022-2023	4.8% over the 6/30/22 salary
2023-2024	4.5% over the 6/30/23 salary
2024-2025	4.0% over the 6/30/24 salary

**Entry level salaries for all grades will increase each year of the contract at the bargained salary increase, with the exceptions as follows:

Grade One	Increase to reflect minimum wage (\$26,976) then increased at same percent as raise
Grades 2-6	Increase same percent as raise
Grades 7-8	Increase at 50% of raise
Grades 9-18	Increase same percent as raise

1. Titles that have an entry level designation (I), to promote to the next higher level i.e., I to II to III, to IV, salary increases shall be the difference between the entry-level salary of the old grade and the entry-level salary of the new grade A Rubric will be developed for the purpose of grade level advancement.

BOCES management will develop rubrics for each civil service title which indicates criteria necessary to be met for consideration for all associated promotional titles in Appendix A. The rubric criteria shall not include excused medical absences as a separate criterion.

These rubrics shall be provided to employees upon commencement of employment, to the Association President, and current employees upon request or at least annually. The grade level advancement rubric shall be discussed upon request by the employee or at least annually including during the employee's annual review.

If BOCES management determines that the employee meets or has met the rubric criteria, the employee shall receive the grade level advancement. If BOCES management determines that the employee is not eligible for the grade level advancement, BOCES management shall provide the employee, in writing, the specific criterion or criteria necessary to be considered for a grade level advancement.

Unless and until a rubric is developed by BOCES management, the current rubrics must be used for the purpose of consideration for grade level advancement. The failure to develop a grade level advancement Rubric shall not release BOCES management from the requirements set forth in this section.

2. The stipend for the title "Lead" shall be \$1,800 to \$3,500. This is a stipend for supervisory duties, coordinating the work of others, or specified temporary additional duties, and does not become a permanent part of salary. In the event the criteria are no longer part of the person's responsibilities, the stipend will be removed. The size of the stipend will be determined by the scope of responsibilities, accountability, and authority required. Stipends will be recommended by the manager developing the title. Stipends are prorated when applicable.

Final approval is required from the Superintendent, or designee.

In the event that there is a disagreement with the Superintendent's decision on a particular stipend, the BSSA President will meet with the Superintendent or his designee to negotiate a satisfactory solution.

Section 2 - Shift Differential

1. All bargaining unit members will be assigned to a BOCES primary shift schedule. When a unit member's shift start time varies from the primary shift schedule the majority of the working hours with respect to the primary shift schedule will determine the shift assignment and the shift differential pay.

Primary shift start times are as follows:

First Shift	7:30 am
Second Shift	3:30 p.m.
Third Shift	11:30 p.m.

Shifts as follows for employees with the title of Duplicating Center Worker ONLY as it applies to First Shift:

First Shift	6:00 am - 5:18 pm
	*Start times: 6:00 am, 7:30 am, and 9:00 am

2. Unit members will be paid shift differential based on the most recent shift assignment found on the Employee Action Form. Manager's/Supervisor's authorize shift assignments, changes in shift assignments and shift differential by submitting an Employee Action Form.
3. When either accommodating an employee request or responding to a management need, start times may be varied without changing the shift differential pay as long as the majority of hours worked remain in the assigned primary shift.
4. Second shift differential pay shall be 4% of base.
Third shift differential pay shall be 5 % of base.
This shift differential shall apply to all leave time.

Section 3 - Salary Ranges

Salary ranges indicated in the Appendix represent minimum salaries paid personnel in Class A and B positions. All employees will receive the appropriate negotiated salary increases regardless of the maximum salary range for their title.

Section 4 - Right to Hire

The BOCES retains the right to hire employees within the prescribed salary range based upon the individual's personal qualifications, prior experience and technical/vocational background.

Section 5 - Longevity

- At the start of the 5th year of employment with the BOCES - stipend of \$400 on base.
- At the start of the 10th year of employment with the BOCES - stipend of \$400 on base
- At the start of the 15th year of employment with the BOCES - stipend of \$500 on base
- At the start of the 20th year of employment with the BOCES - stipend of \$600 on base
- At the start of the 25th year of employment with the BOCES - stipend of \$700 on base
- At the start of the 30th year of employment with the BOCES - stipend of \$800 on base.
- At the start of the 35th year of employment with the BOCES - stipend of \$900 on base.

*Effective July 1, 2022, only, members shall receive a one-time catch-up reflecting the increased stipend. (Ex. 17 years of service would receive \$200, which reflects the difference between the previous 15th year stipend and the new stipend. Any member reaching a longevity milestone in the first year of the contract will also receive the one-time catch-up. (e.g. A person who will be ending their 19th year on June 30, 2022 will receive the 20 year stipend at the start of the 20th year and the one-time catch-up from the 15th year[\$200 from year 15 + \$600 for year 20 = \$800])

ARTICLE 11 - HOLIDAYS

Section 1 - Holidays

Employees in Classes A and B shall be given 13 holidays as days off with pay for any of the following holidays taken during a month for which the employee is contracted to work. Holidays will be prorated for Class C employees, consistent with Article 10, section 1.

Independence Day	2 days at Christmas as observed by school operation
Labor Day	New Year's Day
Veterans' Day	Martin Luther King, Jr's birthday
Columbus Day	Presidents' Day
Thanksgiving Day	Good Friday
Friday immediately following Thanksgiving Day	Memorial Day
	Juneteenth *when as observed by school operation will become a 14 th holiday

ARTICLE 12 - VACATIONS

Section 1 - Vacation Schedule for Bargaining Unit Members

1. All Bargaining Unit Members entering their first full contract year, (second fiscal year) are eligible for a prorated number of vacation days. Based on a members employment start date the proration shall be one (1) day per month to a maximum of eleven (11) days.
2. Beginning in the 3rd consecutive fiscal year of employment, each July 1, bargaining unit members shall receive one (1) additional vacation day for each fiscal year completed up to their 15th year (and succeeding years).

12 days during the 3rd fiscal year
13 days during the 4th fiscal year
14 days during the 5th fiscal year
15 days during the 6th fiscal year
16 days during the 7th fiscal year
17 days during the 8th fiscal year
18 days during the 9th fiscal year
19 days during the 10th fiscal year
20 days during the 11th fiscal year
21 days during the 12th fiscal year
22 days during the 13th fiscal year
23 days during the 14th fiscal year
24 days during the 15th fiscal year (and each succeeding years)
3. All Unit members may carry a maximum of ten (10) vacation days over into the next fiscal year, and such carry-over is not cumulative. Vacation days accrued over ten (10) will be compensated to a maximum of three (3) days annually, at the member's per diem rate.

Section 3 - Requests for Vacation

All requests for vacation greater than two (2) days must be submitted for approval at least 10 business days in advance. Response to vacation requests by management shall be provided to a unit member as soon as possible, and no later than two (2) business days after receipt. The notice requirement may be waived at the discretion of management.

All other vacation requests will be scheduled subject to the needs of the organization.

ARTICLE 13 - ABSENCES AND LEAVES

Section 1 - Leave Usage

All leave time will be available at the beginning of the fiscal year or at the beginning of employment with the anticipation that employee works the entire fiscal year. If an employee leaves the BOCES organization or requires a long term absence due to family or personal medical issues during the fiscal year, a proration of leave time will be calculated based on the last day of active work. The proration is as follows; (sick) one and one quarter (1 ¼) day per month and (personal) one quarter (1/4) day per month. In the event an over usage of the prorated leave exists, the appropriate amount will be deducted from the employees final paycheck, is insufficient, BOCES reserves the right to bill the employee for any balance due.

All leaves shall be calculated in 1/4, 1/2, 3/4 or full days, or in hours if official leave calendar is calculated in hours.

Section 2 - Sick Leave

- a. At the beginning of each fiscal year, all returning 12-month full-time bargaining unit members shall be credited with fifteen days* of sick leave. Newly hired unit members that start work after July 1, will receive one and one-quarter**(1 1/4) sick leave days at the completion of each calendar month worked during the remainder of the fiscal year.
*10 month - 12 1/2 days **10 month - 1.25 day/month
- b. Sick leave that is not used during the year shall be cumulative to a maximum of 350 days.
- c. When a bargaining unit member is absent on paid sick leave, the unit member shall be paid at the regular rate for all the straight-time hours that would have been scheduled on that day.
- d. If a bargaining unit member is laid off because of a reduction in force and is rehired within six months, the sick leave which had been accumulated at the time of layoff shall be restored.
- e. A physician's statement evidencing the illness of the unit member may be required by the Superintendent or his/her designee if absence due to illness extends to three (3) or more consecutive days. Employees eligible for leave under the Family Medical Leave Act (FMLA) may be required by the Superintendent or his/her designee to provide a physician's statement consistent with FMLA.
- f. All unit members are required to call their immediate supervisor in the event they are to be absent due to personal or family illness. Failure to notify the BOCES prior to sick leave absence may result in loss of pay.
- g. The express purpose of this provision is to allow for paid absence from work in the event of illness. The BOCES reserves the right to discipline and/or deny leave to any member who abuses sick leave.

- h. Each unit member's sick leave accumulation may be used for illness of an immediate family member. Immediate family shall be defined as: spouse, child, step-child, parent, step-parent or person residing in the household.

Section 3 - On the Job Injuries

- a. Unit members injured on the job may be eligible for Worker's Compensation. When a bargaining unit member is injured on the job it will be his/her responsibility to make a complete report, as soon as practicable, to his/her supervisor and submit an accident report to the Worker's Compensation representative within 24 hours, or as soon as practicable, of the injury.
- b. Unit members absent due to job-related injury or assault will use accumulated sick leave days throughout such absence. When settlement is made, the BOCES will be reimbursed by the unit member or the Worker's Compensation insurance carrier at which time sick leave used will be restored by the BOCES using a pro-rated per day calculation.
- c. Unit members that (1.) have no accumulated sick days, or (2.) exhaust their sick leave accumulation prior to full recovery will be entitled to payment as per the terms of the current Workers' Compensation agreement, subject to amendments in the law.

Section 4 - Personal Business Leave

All personnel shall receive 5 personal business days per year (consistent with Article 9).

Whenever possible, personal leave shall be requested two (2) days in advance. Personal leave shall be available upon prior notice to the immediate Supervisor.

Personal leave is not intended as an extension of a vacation period or for personal profit, recreation or conveniences. Employees should attempt to make medical and dental appointments after the workday or as close to the end of the workday as possible in order to minimize time lost.

Unused Personal Leave shall be added to sick leave accumulation at the beginning of the next fiscal year.

Section 5 - Parental Leave

Up to twelve (12) weeks unpaid leave directly after the birth or adoption of a child will be granted for either parent. Employee shall provide one (1) months' notice prior to the end of the leave of his/her intent to return to or resign from the position.

It is understood that, if at any time prior to or after an employee's parental leave, the employee is unable to perform duties with the BOCES due to illness or disability resulting from the pregnancy/childbirth, the employee may utilize sick leave pursuant to Article 13, Section 2.

The BOCES shall advise any bargaining unit member requesting said leave that accumulated sick leave may be taken prior to taking an unpaid leave. Employees wishing to use extended sick leave must submit a physician's statement of disability.

Section 6 - Bereavement Leave

Bereavement Leave-Up to 5 days bereavement leave, applicable twice during any fiscal year, will be granted for death of a family member. Prior permission must be obtained from the appropriate assistant superintendent or Superintendent designee.

Section 7 - Jury Duty

All employees covered by this Agreement shall be granted a leave of absence for any scheduled workday on which they are required to report for jury duty or to respond to a subpoena for court appearance not

involving the member as a party in the proceedings. For such leave, employees shall be paid their regular pay less any compensation they receive for jury duty except for travel pay. If the employee works the 1st shift, and is released from jury duty three (3) or more hours prior to the end of his/her regular workday, the employee shall return to work for the balance of the day. If the employee is scheduled to work the 2nd or 3rd shift the employee shall not be required to return to work.

Section 8 - Leaves of Absence

Upon request of a member of this bargaining unit, the BOCES may, at its discretion, grant a leave of absence without pay for up to one (1) year at a time. Employees shall be responsible for payment of the full health insurance premiums during the unpaid leave.

Section 9 - Sick Leave Bank

- a. In order to participate in the sick leave bank, newly hired unit members will be required to contribute one sick day. Each returning bargaining unit member shall have one day deducted from their sick leave accumulation each July unless the conditions noted below (b) exist. If any unit member chooses not to participate in the sick leave bank, written notification must be sent to the Sick Leave Committee before June 30. Such choice is irrevocable.
- b. Except for a newly hired bargaining unit members initial contributions, all contributions will cease when the bank contains two times the number of days as bank members and will be commenced when the number goes below the number of members.
- c. When a Bargaining Unit Member resigns or is terminated from active service, any accumulated sick leave balance shall be transferred to the sick leave bank. Should BOCES compensate an employee for his/her unused sick leave said accumulated leave will not transfer to the sick leave bank. When a Bargaining Unit Member retires from active service, BOCES will compensate the member for his/her unused sick leave in accordance with Article 15; Section 2. Any days above and beyond those allowed as per Article 15; Section 2 will be transferred to the sick bank.
- d. Each contributor may use the bank when each of the following conditions are met:
 1. Absence of a bargaining unit member has resulted from catastrophic, long-term continuous or recurring illness or non-work related injury.
 2. Unit member's sick leave and personal leave is exhausted.
 3. Sick Leave Bank Committee has approved the use of days from the bank.
 4. Acceptable medical evidence may be requested.
 5. The bargaining unit member must use 15 consecutive business days at the inception of the illness or non-work related injury, before applying to the sick bank in the following order; sick, personal, vacation then leave without pay.

Use of vacation time is not mandatory, but an option if the member has exhausted sick and personal leave prior to the 15 consecutive business day's threshold.
- e. A cap of 90 days annually per qualified bargaining unit member to be used from the BSSA sick bank.
- f. The Sick Leave Bank Committee shall be composed of four members, two selected by the Association President and two selected by the BOCES Superintendent. The committee shall review and consider requests for use of the bank. The decision of the committee shall be final and not subject to grievance. Decisions for approval made by the committee are to be unanimous. Majority vote required to grant sick bank.

- g. Requests for vacation leave during a sixty (60) day period immediately following a granted sick bank leave will not be allowed. Should an exception be considered, a written request will be needed with documentation explaining the request. Request prior to any extended leave shall be honored.

ARTICLE 14 - HEALTH, DENTAL INSURANCE AND REIMBURSEMENT

Section 1 - Health Insurance

Employees shall have the option to choose insurance deductions over 21 or 26 pay periods.

The BOCES will participate in paying the premium for health insurance to the extent of ninety-five percent (95%) of the premium for the individual coverage and eight-five percent (85%) of the premium for family coverage under the Excellus Blue Cross/Blue Shield of CNY Southern Tier Region, Classic Blue Regionwide Health Plan and the voluntary Excellus Blue Cross Blue Shield of CNY Southern Tier Region, Blue PPO H Plan (Appendix C). Under both the Classic Blue Region Wide Plan and the Blue PPO-H Plan prescription drug copays for both mail order and at a retail pharmacy are \$5/\$15/\$30, in accordance with the tier structure and will be paid by the bargaining unit member.

Under the Classic Blue Region -wide Plan, prescriptions with a ninety (90) day fill at either a retail pharmacy or by mail order will be available for one copay (1- copay for each 90 day supply) at the \$5/\$15/\$30 tier rate

Under the Blue PPO-H Plan prescriptions with a ninety (90) day fill at either a retail pharmacy or by mail order will be available for three copays (1 - copay for each 30 day supply) at the \$5/\$15/\$30 tier rate.

Insurance Declinations

Major medical deductions: \$100 for individual health insurance and \$300 for family health insurance.

All unit members who have been employed for at least one fiscal year are eligible for an annual payment in the event that the member, formally in writing, prior to July 1 each year, declines health insurance coverage of any kind from the BOCES, or who carry individual prescription only. The unit member must maintain alternate group health insurance coverage in order to be eligible. Medicare and Medicaid coverage does not qualify as alternate coverage under this section. Dental insurance coverage is specifically excluded from this section. The annual payment will be paid on a pro rata monthly basis over the course of the fiscal year pay periods. The payment will be the sum of \$1,800.00 for members who had previously elected or waived single coverage in the prior fiscal year and \$4,000.00 for members who had previously elected or waived family coverage in the prior fiscal year. In the event both spouses are employed by BOCES eligibility for payment under this section is as follows:

	Spouse 1	Spouse 2
Both decline Insurance and attest they have other coverage	Eligible for Family Amount	Not Eligible
Spouse 1 elects family coverage, Spouse 2 declines	Not Eligible	Not eligible
Spouse 1 elects family coverage, Spouse 2 elects family coverage	Not Eligible	Not Eligible
Spouse 1 elects single coverage, Spouse 2 declines	Not Eligible	Eligible for Single Amount
Spouse 1 elects single coverage, Spouse 2 elects single coverage	Not Eligible	Not Eligible

HEALTH INSURANCE FOR RETIRED EMPLOYEES

Said plan shall continue the old statewide guarantee for disabled employees (up to 2 years coverage), retired employees at a 50/35 participation rate (exclusive of those retirees that accept employment wherein they have equal or better coverage). Any retiree who is currently eligible for a 50/35 Board participation in his/her health insurance premium and who elects the two-person plan, the Board contribution will be 65% of the individual component of the premium and 35% of the dependent component of the premium. In the event of the retiree predeceasing a dependent spouse, the spouse will enjoy a 65% contribution to an individual health plan, provided that the surviving spouse does not remarry or become eligible for a health plan that provides equal or better benefits (Medicare excluded). Eligible retirees who opt for a Family Plan will continue to receive a 50/35 contribution from the District. In this case, upon the retiree's death, the District would contribute up to 65% of the cost of the surviving spouse's individual plan only, with the same limitations, as above, regarding remarriage and other coverage eligibility. The District shall provide appropriate health insurance at the 65% rate for individual retiree health insurance effective January 1999.

Effective July 1, 2010, employees must have ten (10) years or more years of service to BOCES to be eligible for health insurance benefits in retirement.

Section 2 - Dental Insurance

Employees shall have the option to choose insurance deductions over 21 or 26 pay periods.

The BOCES will provide two options for dental coverages provided through The Standard Dental Insurance as follows:

a. Option One: The Standard Basic Schedule Plan

The plan which includes Basic, Supplemental Basic, Periodontics, Prosthetics and Orthodontics at the District contribution rate of 95% individual and 85% family participation for all bargaining unit members.

b. Option Two: The Standard 80% U&C Plan

BOCES shall contribute the dollar amount equivalent to the employer contribution based on the Standard Basic Plan should an employee choose to elect this enhanced plan.

Any change in dental coverage shall be bargained.

Section 3 - Reimbursement

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

Section 4 - IRS §125 Flexible Spending and Premium Conversion

A flexible spending program will be provided to Bargaining Unit Members starting only in October of each year.

Section 5 - Employee Assistance Program

The BOCES will provide an Employee Assistance Program. The EAP will be re-evaluated during subsequent negotiations.

ARTICLE 15 - RETIREMENT

Section 1 - Retirement Plan

The BOCES will participate in the New York State Retirement Plan 75 I.

Section 2 - Unused Sick Leave Buyout

Credit will be given to each unit member for the unused portion of sick leave at the time of retirement. The amount shall be determined by multiplying the accumulated number of sick days as follows:

2022-2023	\$105/day multiplied by a maximum of 300 days
2023-2024	\$110/day multiplied by a maximum of 300 days
2024-2025	\$115/day multiplied by a maximum of 300 days

The amount of money received for this buyout will be payable to the members' non-elective 403 (b) account no later than 60 days after the date of retirement or date they establish their account. Any days beyond the 300 maximum shall be donated to the BSSA Sick Bank.

In the event of the retired employee's death, any balance held by the BOCES will be paid to the estate of the deceased retiree.

ARTICLE 16 - SENIORITY

Section 1 - Continuous Employment

Seniority for present employees will be determined from the original date of continuous employment with the BOCES. Continuous employment can be interrupted by the following events:

1. Resignation of the employee;
2. Discharge by the employer;
3. Employee exceeding period of authorized leave of absence; and
4. Employee failing to return to work within one (1) pay period or after written notice of recall following layoff.

Section 2 - Layoff or Recall

In cases of layoff or recall, Civil Service law and rules will be the determining factor. In all cases of promotion, demotion or transfer, seniority with this organization will be considered.

Section 3 - Application

The application of this article shall be limited to employees with more than sixty (60) days of continuous employment with the BOCES.

Section 4 - Seniority List

Seniority lists shall be available annually to the Association upon request to the Director of Human Resources.

Section 5 - Reduction of Work Force

In reduction of work force, the BOCES shall give employees so affected, based on seniority within classification, fifteen (15) days' notice of such layoff. The Association President will receive a copy of said notice.

Section 6 - Job Openings

Job openings shall be posted, by management, in each division for ten (10) working days. Any person desiring such position may apply for and be given consideration under the terms of this article.

Section 7 - Probationary Period

Every permanent appointment from an open-competitive list, and every original appointment to a position in the non-competitive or labor class position covered by this Agreement must serve a probationary period of not less than eight (8) nor more than fifty-two (52) weeks. The purpose of this period is to allow the department head time to evaluate performance of the employee before permanent status is confirmed.

If a probationary employee is to be terminated, he/she will be given prior notification stating the reason(s) therefor, and said probationary employee shall have the right to meet with his/her supervisor to discuss the reason(s), however, probationary employees shall have no right to the grievance and arbitration procedure of this Agreement in the termination procedure.

ARTICLE 17 - GRIEVANCE PROCEDURE

Section 1 - Definition

A grievance is any alleged violation, misinterpretation or misapplication of this Agreement.

Grievant is the person(s) making the grievance or the Association when it makes the grievance.

Party-in-interest is the grievant(s), or, in the instance of a class action, the Association and any member of the unit who is named in the grievance.

Day is any day an employee is required to be in attendance.

Superintendent is the Chief Executive Officer of the Board or any member of BOCES administration who has been designated in writing by such officer to act on his/her behalf.

Section 2 - Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing contained herein shall be construed as limiting the right of a unit member having a complaint to discuss the matter informally with an appropriate member of the administration. Any complaint resolved informally, without Association participation shall, in all aspects, be consistent with the terms of this Agreement.

Section 3 - Process

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits may, however, be extended for specified periods of time by mutual agreement.

Section 4 - Levels

Level One: A grievance shall be submitted by the grievant and the Association to the grievant's immediate supervisor not later than thirty (30) days after the day of the occurrence that gives rise to the grievance.

Level Two: If not settled, or a decision is not rendered within ten (10) days following the Level One submission date, the grievance may be submitted in writing by the Association and the grievant to the Superintendent. If not submitted within five (5) days following the Level One decision date, the grievance is settled.

Level Three: If not settled, or a satisfactory decision is not rendered within ten (10) days following the Level Two submission date, the Association may demand arbitration under the voluntary rules of arbitration of the American Arbitration Association. If the Association makes no demand within five (5) days following the Level Two decision date, the grievance is settled.

The notice of arbitration must be in writing in the form of a notice to arbitrate with a copy served upon the Superintendent. Cost of arbitration shall be shared equally between the BOCES and the Association.

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

The arbitrator shall have no power to add to, subtract from or change any provision of this Agreement nor to render any decision which conflicts with law.

Section 5 - Penalty

No person shall be penalized in any way or suffer any professional disadvantage by reason of participation in the processing of any grievances.

Section 6 - Group or Class of Employees

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such a grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two.

Decisions and grievances at Level Two and thereafter shall be in writing setting forth the decision or grievance, including the reasons for the decision, cause and nature of the grievance, all known facts, grievant's name and position and date of submission and of decision, and shall be transmitted to all parties-in-interest.

All documents, communications, records or any written material dealing with a grievance will be filed separately from the personnel files of the participants and no reference whatsoever to any grievance shall appear in any employee's personnel file.

Forms for filing grievances will be prepared by the Board, in cooperation with the Association and given appropriate distribution.

Any person to whom a grievance is delivered shall sign and date a receipt for or copy of the same, and the date of signature shall constitute the submission date or decision date.

ARTICLE 18 - PERSONNEL FILE

Section 1 - Review

The official personnel file shall be maintained in the BOCES office and shall be kept confidential. Unit members may inspect their personnel file upon reasonable notice to the BOCES. The unit member may be accompanied by an Association representative during the inspection. The unit member shall be given a copy of any item in the file upon request.

Section 2 - Material

Written material bound for a member's official file shall be so-designated. (I.e. *cc: Personnel File*) Before any written item is placed in their personnel file, the recipient shall be given a copy and may sign and date the file copy as evidence of receipt thereof. Such signature is in no way indicative of agreement with what is contained in the document. The unit member shall have the right to submit a written response to such document(s) and the response shall be attached to the file copy.

Section 3 - Time Limits

Any material to be placed in the official personnel file must be placed in such file within thirty (30) calendar days of the time the BOCES became aware of the event(s) set forth in the material to be placed therein.

ARTICLE 19 - MISCELLANEOUS

Section 1 - Mileage

Any employee covered by this Agreement who is required by the BOCES and authorized in advance by his/her supervisor to use his/her personal car in performance of duties on behalf of the BOCES, shall be reimbursed for mileage so incurred at the IRS rate.

Section 2 - Opening Negotiations

It is agreed that negotiations on a successor contract shall commence between the 15th and 31st of January 2025, unless the parties change such time by mutual agreement. During negotiations, the parties will present relevant data, exchange points of view and make proposals and counter-proposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiation proceedings.

Section 3 - Zipper Clause

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

Section 4- Workfare

Workfare assignments must not result in the displacement of any currently employed unit member or loss of job or position, including partial displacement such as a reduction in the hours of work, including overtime, wages or benefits.

Section 5- Supremacy of Labor Agreement

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

Section 6 - Unit Member Resignation

Each unit member must give the BOCES two weeks notice (10 working days) prior to resignation.

Section 7 - Savings Clause

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

If such a determination or decision is made, the parties shall convene immediately for purposes of negotiating a satisfactory replacement.

ARTICLE 20 - BOCES COURSES

Any member of the bargaining unit may take any recreational, vocational or avocational course offered by the Career Services without payment of tuition provided that the Director of the Division determines that there is space available. Any member of the bargaining unit that exercises this option specifically agrees to pay for consumable supplies.

Excluded from this clause are courses that are contracted or subcontracted for outside agencies or firms.

Bargaining unit members may be reimbursed for the cost of taking college courses which are of benefit to the employee and BOCES and are related to the employee's position. Such reimbursement is subject to advance approval, to be submitted on the forms provided. Requests for approval are to be submitted to the immediate supervisor. The supervisor and the director will submit their recommendations to the Director of Human Resources. In all cases, the determination of the Director of Human Resources shall be final and binding. In cases where such courses are offered by BOCES, BOCES courses will be taken.

ARTICLE 21 - EVALUATIONS

1. Probationary Employees - All probationary employees shall be observed and formally evaluated, in writing, a minimum of two times during the probationary period. In addition, an evaluation statement must accompany each recommendation to the Superintendent or designee for permanent placement or termination prior to the end of the probationary period.
2. All unit members should be evaluated at least once each fiscal year. During the annual evaluation the opportunity for grade level advancement shall be addressed as per Article 10: Salaries, Section 1: Increases.
3. Evaluations will be completed, at all times, by management personnel. However, day to day job performance comments may be elicited from other more closely situated supervisory personnel.
4. The written evaluation shall contain a narrative section. The evaluated unit member can, upon request, have up to five (5) days to review the completed evaluation form before meeting with the manager to discuss the evaluation. The unit member must sign the written evaluation as an indication that he/she has received this report. The signature in no way means that the member agrees with the content of the evaluation. The unit member may choose to attach a written statement to the evaluation report, which along with the report, will be placed on file in the members official personnel file located in the BOCES Office.
5. Each bargaining unit member shall be provided suggestions to overcome any deficiencies noted in the evaluation, and a reasonable period of time in which to incorporate any suggested changes.
6. No electronic recording devices shall be used in the monitoring or observation of the work performance of any bargaining unit member, unless agreed to by the unit member.

ARTICLE 22 - VOLUNTARY DISSOLUTION LANGUAGE

The parties agreed to voluntarily dissolve the ACE bargaining unit at the close of business on June 30, 2009. Former bargaining unit members of ACE that have been voluntarily accreted in the BSSA are identified in Article 1.

The parties agree that ACE members will not suffer a diminishment in benefits when they are voluntarily accreted into the new bargaining unit beginning July 1, 2009. Should the ACE contract language be better than the new bargaining unit language the ACE member will receive the benefit per the ACE contract for the length of their employment with Broome-Tioga BOCES. Should the new bargaining unit language be better than the ACE contract language the ACE member will receive the enhanced benefit per the new contract language. The only deviation from this agreement involves sick bank leave. When ACE members are voluntarily accreted into their new bargaining unit the ACE members will obtain the sick leave bank benefit per their new collective bargaining agreement. It is agreed by the parties that the ACE sick leave bank will be dissolved on July 1, 2009 wherein ACE members will take their prorated sick leave bank donations into their new bargaining unit.

ARTICLE 23 - DURATION

This Agreement made and entered into by and between the District Superintendent and the BSSA is effective July 1, 2022 and will continue in force and effective through June 30, 2025.

In witness whereof, the parties hereto execute this Agreement as of the day and year first above written.



REBECCA STONE
BOCES Superintendent



JAMIE SCRIBNER
BSSA Association President

9-22-22

Date

9-22-22

Date

APPENDIX A

GRADE 1

Minimum Salary:

22-23	23-24	24-25
\$28,271	\$29,543	\$30,725

Cleaner
Delivery Driver
School Delivery Driver

GRADE 2

Minimum Salary:

22-23	23-24	24-25
\$29,446	\$30,771	\$32,002

Cleaner I
Clerk*
Cook
Delivery Driver I
Library Clerk*
Library Clerk/Typist*
Mail Clerk*
Receptionist/Typist*
Requisition Clerk*
School Delivery Driver I
Typist*

* CIVIL SERVICE TITLE - REQUIRES EXAM

GRADE 3

Minimum Salary:

22-23	23-24	24-25
\$30,576	\$31,952	\$33,230

- Account Clerk*
- Account Clerk/Typist*
- Automotive Mechanic Helper
- Cleaner II
- Clerk I
- Cook I
- Custodian*
- Duplicating Center Worker
- Delivery Driver II
- Library Clerk I
- Library Clerk/Typist I
- Mail Clerk I
- Maintenance Worker
- Payroll Clerk*
- Personnel Clerk*
- Receptionist/Typist I
- Requisition Clerk I
- School Delivery Driver II
- Typist I

* CIVIL SERVICE TITLE - REQUIRES EXAM

GRADE 4

Minimum Salary:

22-23	23-24	24-25
\$32,003	\$33,443	\$34,781

- Account Clerk I
- Account Clerk/Typist I
- Auto Mechanic
- Automotive Mechanic Helper I
- Cleaner III
- Clerk II
- Cook II
- Custodian I
- Duplicating Center Worker I
- Delivery Driver III
- Library Clerk II
- Library Clerk/Typist II
- Mail Clerk II
- Maintenance Mechanic
- Maintenance Worker I
- Payroll Clerk I
- Personnel Clerk I
- Receptionist/Typist II
- Requisition Clerk II
- School Bus Route Coordinator
- School Delivery Driver III
- Senior Account Clerk*
- Senior Clerk
- Senior Library Clerk*
- Senior Library Clerk/Typist*
- Senior Typist*
- Stores Clerk*
- Technical Service Writer*
- Typist II

* CIVIL SERVICE TITLE - REQUIRES EXAM

GRADE 5

Minimum Salary:

22-23	23-24	24-25
\$34,283	\$35,826	\$37,259

- Account Clerk II
- Account Clerk/Typist II
- Auto Mechanic I
- Automotive Mechanic Helper II
- Clerk III
- Cleaner IV
- Cook III
- Custodian II
- Day Care Assistant*
- Delivery Driver IV
- Duplicating Center Worker II
- Head Custodian*
- Library Clerk III
- Library Clerk/Typist III
- Mail Clerk III
- Maintenance Mechanic I
- Maintenance Worker II
- Payroll Clerk II
- Payroll Specialist (BOCES)
- Personnel Clerk II
- Principal Account Clerk*
- Principal Clerk
- Receptionist/Typist III
- Requisition Clerk III
- School Bus Route Coordinator I
- School Delivery Driver IV
- Senior Account Clerk I
- Senior Clerk I
- Senior Library Clerk I
- Senior Library Clerk/Typist I
- Senior Typist I
- Stores Clerk I
- Technical Service Writer I
- Typist III

* CIVIL SERVICE TITLE - REQUIRES EXAM

GRADE 6

Minimum Salary:

22-23	23-24	24-25
\$37,158	\$38,830	\$40,383

Account Clerk III
Account Clerk/Typist III
Auto Mechanic II
Automotive Mechanic Helper III
Benefits Assistant*
Buyer*
Cook Manager
Cook IV
Custodian III
Day Care Assistant I
Day Care Supervisor*
Department Secretary- Sr. Typist*
Duplicating Center Worker III
Grant Writer*
Grounds Keeper
Head Custodian I
Library Clerk IV
Library Clerk/Typist IV
Mail Clerk IV
Maintenance Mechanic II
Maintenance Worker III
Micro Repair Technician Trainee
Payroll Clerk III
Payroll Specialist (BOCES) I
Personnel Clerk III
Principal Account Clerk I
Principal Clerk I
Program Assistant*
Receptionist/Typist IV
Requisition Clerk IV
Public Relations Assistant*
School Bus Route Coordinator II
Senior Account Clerk II
Senior Account Clerk/Typist I
Senior Clerk II
Senior Library Clerk II
Senior Library Clerk/Typist II
Senior Typist II
Stores Clerk II
Technical Service Writer II
Typist IV

* CIVIL SERVICE TITLE - REQUIRES EXAM

GRADE 7

Minimum Salary:

22-23	23-24	24-25
\$40,949	\$41,932	\$42,938

Accountant*
Account Clerk IV
Account Clerk/Typist IV
Auto Mechanic III
Automotive Mechanic Helper IV
Benefits Assistant I
Buyer I
Cook Manager I
Custodian IV
Day Care Assistant II
Day Care Supervisor I
Department Secretary- Sr. Typist I
Duplicating Center Worker IV
Grant Writer I
Grounds Keeper I
Head Custodian II
Health & Safety Hygienist
Information Analyst/BOCES
Maintenance Mechanic III
Maintenance Worker IV
Payroll Clerk IV
Payroll Specialist (BOCES) II
Personnel Clerk IV
Principal Account Clerk II
Principal Clerk II
Program Assistant I
Program Development Specialist
Public Information Coordinator*
Public Relations Assistant I
Recruiter
School Bus Route Coordinator III
School Lunch Supervisor
Senior Account Clerk III
Senior Account Clerk/Typist II
Senior Clerk III
Senior Library Clerk III
Senior Library Clerk/Typist III
Senior Typist III
Sr. Duplicating Center Worker*
Sr. Maintenance Mechanic
Stores Clerk III
Technical Service Writer III

* CIVIL SERVICE TITLE - REQUIRES EXAM

GRADE 8

Minimum Salary:

22-23	23-24	24-25
\$46,017	\$47,121	\$48,252

Accountant I
Auto Mechanic IV
Benefits Assistant II
Buyer II
Community Relations Coordinator (BOCES)
Contract Coordinator (BOCES)
Cook Manager II
Day Care Assistant III
Day Care Supervisor II
Department Secretary- Sr. Typist II
Financial Analyst/School*
Fiscal Manager
Grant Writer II
Grounds Keeper II
Head Custodian III
Health & Safety Hygienist I
Information Analyst/BOCES I
Maintenance Mechanic IV
Payroll Specialist (BOCES) III
Principal Account Clerk III
Principal Clerk III
Program Assistant II
Program Development Specialist I
Public Information Coordinator I
Public Relations Assistant II
Purchasing Agent*
Recruiter I
School Bus Route Coordinator IV
School Lunch Supervisor I
Senior Account Clerk IV
Senior Account Clerk/Typist III
Senior Clerk IV
Senior Library Clerk IV
Senior Library Clerk/Typist IV
Senior Typist IV
Sr. Maintenance Mechanic I
Stores Clerk IV
Technical Service Writer IV

*CIVIL SERVICE TITLE - REQUIRES EXAM

GRADE 9

Minimum Salary:

22-23	23-24	24-25
\$49,938	\$52,185	\$54,272

Accountant II
Benefits Assistant III
Buyer III
Community Relations Coordinator (BOCES) I
Contract Coordinator (BOCES) I
Cook Manager III
Day Care Assistant IV
Day Care Supervisor III
Department Secretary- Sr. Typist III
Financial Analyst/School I
Fiscal Manager I
Grant Writer III
Grounds Keeper III
Head Custodian IV
Health & Safety Compliance Specialist (BOCES)
Health & Safety Hygienist II
Information Analyst/BOCES II
Payroll Specialist (BOCES) IV
Principal Account Clerk IV
Principal Clerk IV
Principal Account Clerk IV
Program Assistant III
Program Development Specialist II
Public Information Coordinator II
Public Relations Assistant III
Purchasing Agent I
Recruiter II
Senior Account Clerk/Typist IV
Sr. Duplicating Center Worker II
Sr. Maintenance Mechanic II
Telephone Services Specialist*
Work Retention Coordinator IV

*CIVIL SERVICE TITLE - REQUIRES EXAM

GRADE 10

Minimum Salary:

22-23	23-24	24-25
\$52,810	\$55,186	\$57,393

- Accountant III
- Benefits Assistant IV
- Buyer IV
- Child Direction Center Worker IV
- Community Relations Coordinator (BOCES) II
- Contract Coordinator (BOCES) II
- Cook Manager IV
- Day Care Supervisor IV
- Department Secretary - Sr. Typist IV
- Financial Analyst/School II
- Fiscal Manager II
- Grant Writer IV
- Grounds Keeper IV
- Health & Safety Compliance Specialist (BOCES) I
- Health & Safety Hygienist III
- Information Analyst/BOCES III
- Program Assistant IV
- Program Development Specialist III
- Public Information Coordinator III
- Public Relations Assistant IV
- Purchasing Agent II
- Recruiter III
- School Lunch Supervisor III
- Senior Principal/Account Clerk IV
- Sr. Duplicating Center Worker III
- Sr. Maintenance Mechanic III
- Telephone Services Specialist I
- Television Technician (Electronic) IV

GRADE 11

Minimum Salary:

22-23	23-24	24-25
\$55,682	\$58,188	\$60,516

Accountant IV
Community Relations Coordinators (BOCES) III
Contract Coordinator (BOCES) III
Financial Analyst/School III
Fiscal Manager III
Health & Safety Compliance Specialist II
Health & Safety Hygienist IV
Information Analyst/BOCES IV
Program Development Specialist IV
Public Information Coordinator IV
Purchasing Agent III
Recruiter IV
School Lunch Supervisor IV

Sr. Duplicating Center Worker IV
Sr. Maintenance Mechanic IV
Telephone Services Specialist II

GRADE 12

Minimum Salary:

22-23	23-24	24-25
\$58,557	\$61,192	\$63,640

Community Relations Coordinators (BOCES) IV
Contract Coordinator (BOCES) IV
Financial Analyst/School IV
Fiscal Manager IV
Health & Safety Compliance Specialist (BOCES) III
Purchasing Agent IV
Telephone Services Specialist III

GRADE 13

Minimum Salary:

22-23	23-24	24-25
\$61,430	\$64,194	\$66,762

Health & Safety Compliance Specialist (BOCES) IV
Telephone Services Specialist IV

GRADE 14

Minimum Salary:

22-23	23-24	24-25
\$64,301	\$67,195	\$69,883

GRADE 15

Minimum Salary:

22-23	23-24	24-25
\$67,174	\$70,197	\$73,005

Dietician

GRADE 16

Minimum Salary:

22-23	23-24	24-25
\$71,765	\$74,994	\$77,994

Dietician-I

GRADE 17

Minimum Salary:

22-23	23-24	24-25
\$73,751	\$77,070	\$80,153

Dietician-II

GRADE 18

Minimum Salary:

22-23	23-24	24-25
\$75,793	\$79,204	\$82,373

Dietician-III

A committee shall be established to review up to ten current job classifications each year of the negotiated agreement. The process will consist of reviewing the present job description, position qualifications and allocated labor grade. The Committee will consist of three (3) representatives from BOCES Support Services Association and three (3) representatives from the District.

**APPENDIX B
Employee Bi-Weekly Time Sheet**



EMPLOYEE BI-WEEKLY TIMESHEET

EMPLOYEE NAME & MUNIS EMPL #: _____ DATE: _____

EMPLOYEE'S SIGNATURE: _____ MGR REVIEW: _____

WEEK : _____

DAY/DATE	Start / Stop		LEAVE CODE	LEAVE TAKEN			EXTRA HRS WORKED			PAYROLL USE ONLY	
	Times	# HRS		FROM	TO	# HOURS	FROM	TO	# HOURS	OT	COMP
MON											
TUES											
WED											
THURS											
FRI											
SAT											
SUN											
TOTALS											

COMP OVERTIME

WEEK : _____

DAY/DATE	Start / Stop		LEAVE CODE	LEAVE TAKEN			EXTRA HRS WORKED			PAYROLL USE ONLY	
	Times	# HRS		FROM	TO	# HOURS	FROM	TO	# HOURS	OT	COMP
MON											
TUES											
WED											
THURS											
FRI											
SAT											
SUN											
TOTALS											

COMP OVERTIME

timesheet modified 06 04 06

TYPE OF LEAVE: C = Comp E = Emergency FS = Family Sick O = Other P = Personal S = Sick V = Vacation

APPENDIX C
BluePPO H vs Blue Cross/Blue Shield Classic Blue Coverage
Benefit Comparison - Broome BOCES

TYPE OF SERVICE	BLUEPPO- Plan H		Classic Blue Traditional Indemnity
	IN NETWORK	OUT OF NETWORK	
Deductible	None	Individual: \$250 Family: \$750	\$100/\$300 Deductible (Family = 3 Individual)
Lifetime Maximum		Unlimited	Unlimited
Out of Pocket Maximum (Includes deductibles and coinsurance)	None	Individual: \$1,000 Family: \$3,000	\$400 per person/per year (excluding deductible) (Family = 3 Individual)
PHYSICIAN SERVICES	Coinsurance - None	Coinsurance: 20%	
Office visits	\$10 co-pay per visit	deductible + coinsurance	Subject to deductible + 20% coinsurance
Well Child Services: \$ Periodic Health Exams \$ Immunizations	100% of allowable amount ages 0-19	100% of allowable amount ages 0-19	! Paid-in-full ages 0-19
Allergy Testing	Office co-pay per visit	deductible + coinsurance	Subject to deductible + 20% coinsurance
Allergy Treatments	Covered in Full	deductible + coinsurance	Subject to deductible + 20% coinsurance
Chiropractic Services	Office co-pay per visit	deductible + coinsurance	Subject to deductible + 20% coinsurance
OUTPATIENT SERVICES			
Outpatient Surgeons Fee	\$10 copayment	deductible + coinsurance	!Paid-in-full
Outpatient Physical Therapy	\$10 Copayment	deductible + coinsurance	Subject to deductible + 20% coinsurance
Occupational or Speech Therapy	Inpatient Physical Therapy - Covered in Full Covered in full	deductible + coinsurance	Subject to deductible + 20% coinsurance
Diagnostic and Treatment Services ((Lab testing & X-ray)	\$10 copayment	deductible + coinsurance	Paid-in-full if rendered in outpatient hospital setting and/or providers office

EMERGENCY SERVICES			
Emergency Room Care	\$50 copayment per visit	deductible + coinsurance	Covered in Full when medical emergency or accidental injury
Ambulance	\$10 copayment	deductible + Coinsurance	Covered in Full if admitted or emergency OP
HOSPITAL SERVICES			
Days of Room and Board in Semi-Private Room	Covered in Full (unlimited days)	deductible + coinsurance	Covered in Full (unlimited days)
Inpatient Surgery (Surgeon=s Fee)	Covered in Full	deductible + coinsurance	!Paid-in-full
Anesthesia	Covered-in-full	deductible + 20% coinsurance	!Paid-in-full
Inpatient Skilled Nursing Facility (SNF)	Covered-in-full up to 120 days per SNF stay - 90 day renewal	Deductible + coinsurance up to 120 days per SNF stay - 90 day renewal	!Paid-in-full
WOMENS HEALTH AND MATERNITY CARE			
Mammography / Pap Test	Covered-in full	deductible + coinsurance	! Paid-in-full
Initial Pregnancy Consultation	Office co-pay	deductible + coinsurance	Subject to deductible + 20% coinsurance
Prenatal/ Postpartum Services	Covered-in full	deductible + coinsurance	! Paid-in-full
Child Birth Education Classes	No benefit	No benefit	No benefit
Delivery (Physicians charge)	Covered-in full	deductible + coinsurance	!Paid-in-full
Hospital Services	Covered-in full	deductible + coinsurance	!Paid-in-full
Birthing Center	Covered-in full	deductible + coinsurance	!Paid-in-full
Newborn Inpatient Care	Covered-in full	deductible + coinsurance	Paid-in-full - family policy only

July 1, 2014

MENTAL HEALTH, ALCOHOLISM, AND SUBSTANCE ABUSE TREATMENT SERVICES			
Acute Outpatient Mental Health Treatment	Same as office visit benefit	Same as office visit benefit	Same as office visit benefit
Acute Outpatient Alcohol or Substance Abuse Treatment Services	Covered-in-full	deductible + coinsurance	!Paid-in-full - 60 visits per calendar year Additional days may be available
Acute Inpatient Treatment, Alcohol, or Substance Abuse Rehabilitation Services	Covered in Full	deductible + coinsurance	Benefit equal to In-Patient Hospital coverage
Acute Inpatient Mental/Nervous Conditions	Covered in Full - 30 days per year	deductible + coinsurance	Benefit equal to In-Patient Hospital coverage
OTHER HEALTH SERVICES			
Home Health Care Services	Covered in Full - unlimited visits	deductible + coinsurance	! 60 visits Blue Cross Plus 325 additional visits
Hospice Services	Covered -in-full - unlimited days	deductible + coinsurance	! Paid-in-full up to 210 days
Durable Medical Equipment	20% Coinsurance	deductible + coinsurance	Subject to deductible and 20% coinsurance
Prosthetic Devices (\$15,000 Calendar Year Maximum)	20% Coinsurance	deductible + coinsurance	Subject to deductible and 20% coinsurance No Calendar year Maximum
Elective Sterilization	Office copay	deductible + coinsurance	Covered in Full
Diabetic Services and Equipment	Office copay per item	deductible + coinsurance	Covered in Full
Routine Physical	Office copay	deductible + coinsurance	Covered in full - 1 Adult per year
PRESCRIPTION DRUGS			
Retail & Mail-Order	\$5 Tier 1/\$15 Tier 2/\$30 Tier 3 Mail order \$15/\$45/\$90 (90 day supply - copay is for 3 monthly scripts) Subject to preferred drug list		\$5 Tier 1/\$15 Tier 2/\$30 Tier 3 - one copay for 90 day fill on all tiers. Local pharm for 90 day fill on all tiers. Local pharmacy or mail order

! 5 Tier 1/\$15 Tier 2/\$30 Tier 3 - one copay for 90 day fill on all tiers. Local pharm

! Our allowance is accepted as payment-in-full when services are rendered by a BlueCross BlueShield participating provider

**** Pre-Authorization Required on All Inpatient admissions, home health, infusion therapy, DME over \$200, MRI, CAT and PET scans for Blue PPO Program.**

Please note: This is an outline of benefits only. Complete info will be in the group benefit contract(s). Benefits are subject to medical necessity as determined by carrier.

APPENDIX D



TELECOMMUTING GUIDELINES

The Board of Education recognizes that telecommuting is a mutually beneficial arrangement when both the employee and the job are suited to such an arrangement. Telecommuting does not change the terms and conditions of employment within Broome-Tioga BOCES. The BOCES and the respective Associations shall bargain any change in current or future terms and conditions of employment.

Definition:

Telecommuting is a work arrangement in which some or all of the work is performed at an off-site location, such as the home, for all or part of the work week. The work site designated as the regular work location would not be considered telecommuting.

Broome-Tioga BOCES has the authority to establish and evaluate the viability of telecommuting arrangements for employees at any time based on the organizational chart that identifies the employee's supervisor. Employees that are approved for a telecommuting arrangement will be required to sign a telecommuting agreement. Implementation of the agreement shall be contingent on the signature of the Association President, or their designee, and the BOCES. The employee or supervisor can determine the duration and ask for a reevaluation of the telecommuting agreement at any time.

Equipment will be provided by the District to support the telecommuting arrangement. As with any District-owned equipment, employees must take proper care of the equipment and take all reasonable precautions against damage, loss or theft. Any damage, loss or theft must be reported immediately to the employee's supervisor. Employees are responsible for the safe return of District-owned equipment.

For employees that are approved to telecommute, the District will not be held responsible for costs associated with the set-up of an employee's telecommuting location, such as remodeling, furniture or lighting, nor for repairs or modifications to the telecommuting space. Employees are expected to maintain their telecommuting location in a safe manner, free from safety hazards. Injuries sustained by the employee in the telecommuting location and in conjunction with his or her regular work duties are normally covered by the company's workers' compensation policy. Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to the telecommuting location.

Page 1 of 11

Revision date: 6-24-2020

Note: the contents of this document may be modified by the District as needed (ex: reflect updated policies, bargaining unit terminology, etc.)
 C:\Users\NancyPhelos\Desktop\Local\BSSA\Telecommuting Policy (002)revised.docx

TELECOMMUTING ELIGIBILITY

Overview: The Board of Education recognizes that telecommuting is a mutually beneficial arrangement when both the employee and the job are suited to such an arrangement. Telecommuting does not change the terms and conditions of employment within Broome-Tioga BOCES. The BOCES and the respective Associations shall bargain any change in current or future terms and conditions of employment.

Definition: Telecommuting is a work arrangement in which some or all of the work is performed at an off-site location, such as the home, for all or part of the work week. The work site designated as the regular work location would not be considered telecommuting.

Authority: Broome Tioga BOCES has the authority to establish and evaluate the viability of telecommuting arrangements for employees at any time based on the organizational chart that identifies the employee's supervisor.

Eligibility Guidelines: Before entering into any telecommuting agreement, the employee and supervisor will evaluate the suitability of such an arrangement by reviewing the following areas:

1. **Employee suitability.** The employee and supervisor will assess the needs and work habits of the employee, compared to the traits customarily recognized as appropriate for successful telecommuters.
Telecommuting may not be suitable for everyone and is voluntary unless otherwise dictated by external factors beyond BOCES control. When determining if this may be a viable option, items that will be considered include employee performance, supervision needed, comfort with physical isolation from other employees, ability to work independently, safe telecommuting location, free from distractions.
2. **Job responsibilities.** The employee and supervisor will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement. In addition, the arrangement must be mutually beneficial for the District and employee.
Jobs that entail working alone or providing remote support that can be performed at the alternate work site are often suitable for telecommuting.
Jobs that require physical presence to perform effectively are normally not suitable for telecommuting.
3. **Equipment needs, workspace design considerations and scheduling issues.** The employee and supervisor will review equipment needs, discuss workspace design considerations to ensure it is free from safety hazards, and determine scheduling based on organizational need.
4. **Performance results.** The employee and supervisor will discuss what assignments or tasks may be appropriate to be performed at the telecommuting location, and what assessment techniques will be used to measure success in meeting performance standards.
5. **Tax and other legal implications.** The employee must determine any tax or legal implications under IRS, state and local government laws and/or restrictions of working out of a telecommuting location. Responsibility for fulfilling all obligations in this area rests solely with the employee.

Page 3 of 11

Revision date: 6-24-2020

Note: the contents of this document may be modified by the District as needed (ex: reflect updated policies, bargaining unit terminology, etc.)

TELECOMMUTING CONSIDERATIONS AND PROCESS

Overview: To assist with determining whether telecommuting would be a viable option, the following outlines the process and what needs to be considered before a final determination is made. Please note that completing this process does not guarantee the approval of a telecommuting arrangement.

Employee Telecommuting Considerations and Request Process: The following items need to be considered by the employee when determining the viability of a telecommuting proposal. Note: the employee should be prepared to answer some or all of these questions when discussing the possibility of telecommuting.

1. Determine what arrangement would best meet your needs:
 - o Where do you propose to work from?
 - o What schedule do you propose (days and hours in the normal work location, days and hours at the telecommuting location)?
 - o Which of your duties would be performed at the telecommuting location? Which do you propose to perform in the normal work location?
 - o If only a minor adjustment can be made to your work arrangements, what adjustment would be most valuable to you? (ex: telecommute one day a week; be available to come in on short notice; suspend telecommuting during busiest times of the year)
2. Anticipate what problems this arrangement may cause for the organization. (Include the impact on your own assignment and how your role affects others, both within the organization and across the organizations we serve)
3. Try to work out potential solutions to these concerns:
 - o How will you communicate with your supervisor, co-workers, customers?
 - o How will materials be kept readily available to those who need access?
 - o How will you be able to respond to emergencies or other unexpected events in your department?
 - o How will you assure the security of District materials and equipment?
 - o Can you provide a workplace that is as safe as your normal work site, so as to minimize the likelihood of injury?
4. Outline ways in which your proposed arrangement is mutually beneficial.
 - o Will you be more productive? In what ways, and how will this be measured?
 - o Will your department be able to free up equipment and space?
5. Come up with a plan that addresses your own concerns and, to the extent that you can, those you anticipate from your supervisor, co-workers, and customers.
6. Request a meeting with your supervisor to explain what arrangements you would like and why. Discuss possibilities with your supervisor; actively listen and be prepared to revise your plan. (Flexibility goes both ways!)
7. If it is determined that the telecommuting arrangement is not a viable option, it may be reconsidered at the discretion of the supervisor after the decision is shared.

OR

If initial approval to proceed forward with a telecommuting arrangement is granted by the supervisor and the employee is still interested, a trial basis will be granted as determined by the supervisor. At the end of the trial basis, the supervisor and employee will reevaluate to ensure it

is still a viable option, and, if so, mutually agree to extend the agreement at the discretion of the supervisor by no more than one year.

Evaluation of the telecommuting employee performance during the trial period will include regular interaction by phone and email between the employee and the supervisor and weekly face-to-face meetings to discuss work progress and problems. At the end of the trial period, the employee and supervisor will each complete an evaluation of the arrangement and make recommendations for continuance and modifications. Evaluation of telecommuting employee's performance beyond the trial period will be consistent with that received by employees working at the regular work location in both content and frequency but will focus on work output and completion of objectives rather than on time-based performance.

An appropriate level of communication between the telecommuting employee and supervisor will be agreed to as part of the discussion process and will be more formal during the trial period. After conclusion of the trial period, the supervisor and telecommuting employee will communicate at a level consistent with employees working at the regular work location or in a manner and frequency that is appropriate for the job and the individuals involved.

Page 5 of 11

Revision date: 6-24-2020

Note: the contents of this document may be modified by the District as needed (ex: reflect updated policies, bargaining unit terminology, etc.)

**EMPLOYEE TELECOMMUTING PROPOSAL
FEEDBACK**

After reviewing INSERT EMPLOYEE NAME telecommuting proposal, please note the following:

The request for telecommuting has been:

Approved

Denied

Reason: _____

Supervisor Signature: _____

Date: _____

TELECOMMUTING AGREEMENT

The following constitutes an agreement on the terms and conditions of telecommuting between the District and _____, henceforth referred to as "the employee."

Term

The Agreement is in effect from _____ to _____. It may be extended beyond this period if agreed to by the District and the employee. If extended, this agreement should be reviewed and modified as necessary. This agreement may also be modified or cancelled at any time upon written notice by either party.

Policies

The telecommuting employee agrees to abide by all District policies and procedures. The telecommuting employee should be familiar with the following policies:

- Cellular Telephone Use
- Travel and Non-Travel Related Expense Reimbursement
- Privacy Policy
- Notification of Breach of Security

Requirements

The telecommuting employee and supervisor must complete the District Safety Checklist to ensure that the telecommuting location meets the Telecommuting Guidelines.

Work Location and Hours

The employee's telecommuting location is: _____

The employee is approved to telecommute the following days:

<input type="checkbox"/> Monday	<input type="checkbox"/> Tuesday	<input type="checkbox"/> Wednesday	<input type="checkbox"/> Thursday	<input type="checkbox"/> Friday	<input type="checkbox"/> As Needed
---------------------------------	----------------------------------	------------------------------------	-----------------------------------	---------------------------------	------------------------------------

The employee's core hours on telecommuting days when they are available to supervisor and co-workers are: _____

An employee who works from a telecommuting location may be required to use shared spaces when working from a regular work location (non-telecommuting location).

The employee is scheduled to work from the normal work location (non-telecommuting) on:

<input type="checkbox"/> Monday	<input type="checkbox"/> Tuesday	<input type="checkbox"/> Wednesday	<input type="checkbox"/> Thursday	<input type="checkbox"/> Friday	<input type="checkbox"/> As Needed
---------------------------------	----------------------------------	------------------------------------	-----------------------------------	---------------------------------	------------------------------------

The employee's core hours at the regular work location are: _____

In the event the District is closed due to weather or other emergency, the employee that is approved to telecommute is to continue working from the telecommuting location until instructed otherwise by their supervisor.

Specific Job Tasks

If telecommuting is limited to specific tasks, projects, or types of work, describe them here.

Compensation & Benefits

Employee compensation and benefits are outlined in the collective bargaining agreement.

Telecommuting employees may not work overtime from the telecommuting location without prior approval from their supervisor. Please refer to the OT/Comp process for more information.

Employee is responsible for tax consequences related to telecommuting.

Communication

In order to maintain close communication and standards of professionalism while working from a telecommuting location, the telecommuting employee shall:

- Adhere to and follow the leave request process
- Be available to their supervisor or designee and co-workers by telephone and email during core hours
- Return calls and emails in a timely manner
- Fulfill required communication (such as daily contact) with their supervisor or designee
- Have office calls forwarded to telecommuting location
- Answer the telephone professionally
- Use of personal cell phone and/or essential equipment (i.e. computer and printer) is voluntary.

The telecommuting employee will agree with the supervisor or designee on a plan for receiving assignments, returning assignments, and reporting to the supervisor or designee on telecommuting days.

The telecommuting employee will maintain contact with their team and colleagues, including attending meetings in person on telecommuting days when requested to do so by their supervisor or designee.

Equipment and Expenses

The District will provide the telecommuting employee with equipment as determined by their supervisor. Additional equipment may be issued on a case-by-case basis. It is the intent of the District to provide the employee with the equipment necessary to adequately complete the assigned work. Equipment supplied by the District will be maintained by the District. Equipment supplied by the telecommuting employee will be maintained by the telecommuting employee. The District accepts no responsibility for damage or repairs to telecommuting employee-owned equipment. The District reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the District is to be used for business purposes only as per BOCES policy. The telecommuting employee must sign an inventory of all District property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all company property will be returned to the District, unless other arrangements have been made.

Page 8 of 11

Revision date: 6-24-2020

Note: the contents of this document may be modified by the District as needed (ex: reflect updated policies, bargaining unit terminology, etc.)

The employee is responsible for telecommuting location costs as well as ongoing operating costs exclusive of basic office supplies which will be provided, as determined is needed, by the District.

Information Security

Consistent with the organization's expectations of information security for employees working at a regular work location, telecommuting employees are also expected to ensure the protection of proprietary company Personally Identifiable Information (PII) as defined by Education Law 2-d and related Regulations and customer information accessible from their telecommuting location. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment. Any sensitive information in hardcopy form is returned to the regular work location or shredded.

Safety

The telecommuting employee will establish an appropriate telecommuting location within their home for work purposes. The District will not be responsible for costs associated with the set-up of the telecommuting location, such as remodeling, furniture or lighting, nor for repairs or modifications to the telecommuting space.

Telecommuting employees are expected to maintain their telecommuting location in a safe manner, free from safety hazards. The District will provide each telecommuting employee with a safety checklist that must be completed at least twice per year. Injuries sustained by the employee in the telecommuting location and in conjunction with their regular work duties are normally covered by the company's workers' compensation policy. Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable. The telecommuting employee is liable for any injuries sustained by visitors to his or her worksite.

Limitations

Telecommuting employees must observe the following limitations when working from the telecommuting location:

- Telecommuting employees cannot meet with clients at the telecommuting location.
- Telecommuting employees cannot operate a business or work for another employer during work hours.
- Telecommuting employees cannot use District equipment for personal use.
- Telecommuting employees cannot allow others to use District equipment or to access the District network.
- Telecommuting employees cannot have sole responsibility for providing dependent care during work hours except under special conditions approved by the supervisor.

Termination

The agreement can be terminated at any time by either the District or the telecommuting employee. A telecommuting arrangement may never be allowed to continue uninterrupted if it is detrimental to the work quality, customer service, the work team, or the District. In such situations, the supervisor will make a good faith effort to work with the telecommuting employee to resolve the situation, but if the problem cannot be resolved the supervisor has a responsibility to terminate the agreement. In the event of termination of the agreement, the telecommuting employee will be notified and provided the

Page 9 of 11

Revision date: 6-24-2020

Note: the contents of this document may be modified by the District as needed (ex: reflect updated policies, bargaining unit terminology, etc.)

reason(s) for the termination in writing. In the event this agreement is terminated, the supervisor will make every effort to provide sufficient notice to allow the telecommuting employee to make appropriate dependent care or transportation arrangements. The District will not be held responsible for costs, damages, or losses to the telecommuting employee resulting from termination of the agreement.

Agreement

This ~~A proposed amendment to the Agreement~~ may be ~~amended-brought forth~~ at any time by the District ~~or the Association~~ and ~~will be~~ discussed with the telecommuting employee. A copy of this agreement and any agreed upon addendums or amendments will be provided to the telecommuting employee and placed in the telecommuting employee's personnel file.

EMPLOYEE: By signing, the telecommuting employee states they have read, understood, and agree to the terms and conditions of this agreement.

Employee Signature _____ Date _____

Association Signature _____ Date _____

BOCES Signature _____ Date _____

TELECOMMUTING SAFETY CHECKLIST

Overview: The following checklist is recommended for use by each telecommuting employee in organizing the telecommuting location. The telecommuting employee should review this checklist with their supervisor prior to the start of telecommuting, and they are encouraged to work together to ensure the safety of the telecommuting location.

Work Site:

1. The telecommuting employee has a clearly defined workspace that is kept clean and orderly.
2. The telecommuting workspace is adequately illuminated with lighting directed toward the side or behind the line of vision, not in front or above it.
3. Exits are free of obstructions.
4. Supplies and equipment (both District and employee-owned) are in good condition.
5. The area is well ventilated and heated.
6. Storage is organized to minimize risks of fire and spontaneous combustion.
7. All extension cords have grounding conductors.
8. Exposed or frayed wiring and cords are repaired or replaced immediately upon detection.
9. Electrical enclosures (switches, outlets, receptacles, junction boxes) have tight-fitting covers or plates.
10. Surge protectors are used for technology equipment.
11. Heavy items are securely placed on sturdy stands close to walls.
12. Technology equipment is kept out of direct sunlight and away from heaters.