

**Tentative Agreement
between the
St. Lawrence-Lewis BOCES (BOCES)
and the
Federation of Instructional Support Personnel (FISP)**

The following items are tentatively agreed upon for a successor contract between the parties. Any sections of the July 1, 2018 – June 30, 2023 agreement not amended herein remain unchanged. This tentative agreement is not binding on either party until ratified by the FISP and Legislatively approved by the BOCES.

1. ARTICLE V – PROCEDURES FOR CONDUCTION NEGOTIATIONS

Section 2: Opening Negotiations

Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set. ~~All issues proposed for negotiations shall be submitted in writing by the Federation to the BOCES Chief Executive Officer or his/her delegated representative at the first meeting. The BOCES Chief Executive Officer shall submit in writing to the Support Personnel representative all additional issues upon which it wishes to negotiate no later than the second meeting. All written negotiation proposals will be exchanged during, or with mutual agreement prior to, the first meeting. No new proposals that are not a logical outgrowth will be submitted after the second meeting.~~ The second meeting and all necessary subsequent meetings shall be called at times mutually agreed upon by the parties.

2. ARTICLE VII – CONDITIONS OF EMPLOYMENT

Section 5: Vacancies

1. BOCES will provide notice of all relocations known at the time by May 15. Change in circumstances may require notification to be made at a later date.
2. ~~1.~~ A List of all known vacancies , (both instructional support and teacher), for the ensuing school year/funding cycle will be provided to the ~~Federation President~~ Federation membership via email ~~on or about~~ by or before July June 1st of each year.
3. ~~2.~~ Unit members wishing to change assignments shall file a written statement indicating their placement preference(s) within (2) weeks following notification, above, to the Federation President and the vacant position's immediate supervisor.

*paragraph 3 and 4 will be renumbered as 4 and 5, respectively.

4. ARTICLE VIII – GRIEVANCE PROCEDURE

*add school before days throughout article

Section 1: Procedure

Step 1 – Immediate Supervisor: "...the grievance shall be presented on the form agreed upon in Appendix D..."

5. ARTICLE IX – FRINGE BENEFITS

Section 1: Death Leave

"...A unit member may request leave for up to five (5) days for death, which need not be consecutive days for the purpose of this section. Members who suffer a miscarriage shall be entitled to five (5) days without loss of pay or any leave accrual (this sentence will sunset at the end of the contract term)."

Section 2: Personal Business/Emergency Leave

**replace entire section with the following:*

A) Unit members employed by BOCES will be allowed three (3) full days personal leave per year.

B) Members beginning the school year with the maximum sick leave accrual may carry forward one personal day from the previous year to a maximum of five (5) personal days. Unused personal leave days will accumulate as sick leave.

Leave under this provision may be used to extend a holiday or vacation period, with the approval of the District Superintendent subject to staffing needs. Leave under this provision may not be used to engage in outside employment, or in conjunction with outside employment.

Requests for leave under this provision shall be submitted using the agreed upon form (WinCap) to the unit member's immediate supervisor, as far in advance as possible. Request shall contain verification by the unit member that the requested leave complies with the purpose and intent of this provision.

In emergency situations, request for leave may be made verbally to the unit member's supervisor; however, a formal, written leave request must be submitted within forty-eight (48) hours of unit member's return from leave.

**this provision will sunset and revert back to the previous language at the end of the contract term.*

Section 4: Sick Leave

A. "...such leave shall be cumulative with full pay for personal and family sickness, ~~to include no more than ten (10) consecutive days for family illness.~~ Sick leave used for family illness will be limited to ten (10) consecutive days per year unless the family illness is a serious health condition as defined under the FMLA.

B. ~~“...Leave taken for family illness shall be limited to situations demanding immediate personal attendance and attention of the unit member. Such leave may not be taken to accompany family members for rest, recuperation, or rehabilitation.”~~ Can be for illness or medical care, however family illness will be limited to ten (10) consecutive days per year unless the family illness is a serious health condition as defined under the FMLA.

C. Unused Sick Leave: 403(b) Employer Non-Elective Contribution – Sick Leave Conversion:

Upon leaving the employ of the District a unit member may elect as a deposit to their 403(b) account, an Employer Non-Elective contribution in an amount equal to ~~35~~ 60 for each day of accumulated sick leave to the maximum allowable in Section A above, or, a unit member who belongs to the New York State Employees Retirement System may allocate up to 165 days of accrued sick time to the 41J retirement option and as a deposit to their 403(b) account, receive an Employer Non-Elective contribution in an amount equal to ~~35~~ 60 for each remaining accumulated sick leave to the maximum allowable in Section A. Each of the elections is subject to the following conditions:

2. The unit member must submit his or her resignation in writing to the District Superintendent at least 60 days prior to resigning, by January 1st of the calendar year in which the resignation is to be effective, but in no case shall notification of resignation be less than thirty (30) days prior to the effective date.

9. *update name of insurance company

Section 7: Jury Duty/Government Mandated Quarantine or Isolation

Jury duty and/or a Government Mandated Quarantine or Isolation shall constitute as a legal reason for absence without loss of sick time or pay.

No paid leave time will be afforded to an employee for a government ordered quarantine if the employee knowingly subjected himself or herself to circumstances that could have been reasonably avoided and resulted in the quarantine or isolation order. If the BOCES determines that an employee can perform any portion of his or her duties while under a quarantine or isolation order, then he or she must do so in order to receive payment of salary without use of accrued sick leave or other accrued paid time off. Notwithstanding potential future legal requirements, employees will receive a lifetime maximum of ten (10) paid days off under this provision.

Section 10: Insurance

Unit members who are eligible for health insurance coverage from another source outside the St. Lawrence-Lewis Counties School District Employees Medical Plan may elect to waive coverage under the health insurance plan provided by the District BOCES.

Commented [FM1]: The BOCES has 3 areas of concern after having experience with the statutory version of the government quarantine/isolation leave:

- Employees who unnecessarily expose themselves to the conditions that trigger a quarantine/isolation.
- The ability to continue to do work (or a portion of work) while under a quarantine or isolation order.
- Avoiding the potential for an open ended/limitless amount of paid time off for quarantines/isolation orders.

Some language ideas to consider:

No paid leave time will be afforded to an employee for a government ordered quarantine if the employee knowingly subjected himself or herself to circumstances that could have been reasonably avoided and resulted in the quarantine or isolation order. If the BOCES determines that an employee can perform any portion of his or her duties while under a quarantine or isolation order, then he or she must do so in order to receive payment of salary without use of accrued sick leave or other accrued paid time off. Notwithstanding potential future legal requirements, employees will receive a lifetime maximum of ten (10) paid days off under this provision.

Commented [CW(2R1)]:

Commented [CW(3R1)]: Union agrees with suggested language

Unit members who voluntarily elect to drop such coverage shall notify the District BOCES Human Resources by April 7th of the fiscal year prior to which coverage will cease. Payouts for dropped coverage will be made through equally proportioned payroll distributions according to the schedule below:

- ☒ Unit members eligible for individual enrollment will receive the sum of two thousand dollars (\$2,000) per year through equally proportioned payroll distributions;
- ☒ Unit members eligible for two-person enrollment will receive the sum of four thousand dollars (\$4,000) per year through equally proportioned payroll distributions;
- ☒ Unit members eligible for family enrollment will receive the sum of six thousand dollars (\$6,000) per year through equally proportioned payroll distributions.

Dependent upon the enrollment eligibility for a given fiscal year (July 1–June 30th) corresponding buyout will be payable no later than October 1st of each fiscal year thereafter that the active unit member is not covered by the St. Lawrence-Lewis Counties School District Employees Medical Plan. Payments will begin in the payroll period following notice of eligibility. For example, a unit member who is eligible for family enrollment and receiving twenty (20) paychecks will receive a payment of three hundred dollars (\$300) in each paycheck. Members whose circumstances change only through a qualifying event (e.g., birth, death, layoff or disability of a spouse, marital status, etc.) may reapply for coverage at any time; further, enrollment of a unit member who retires from the District will be restored upon retirement. There will be no proration of the buyout for any unit member whose election to drop coverage is voided. Payments will continue until the member re-enrolls in coverage.

A newly hired unit member must elect payout no later than fifteen (15) work days from start date and, if start date is later than the beginning of the school year, will be eligible for a payout that is prorated accordingly.

B. Benefit Fund

A benefit fund has been established and is administered by the Federation for the purpose of providing additional benefits for members of the bargaining unit. The BOCES will contribute \$500 per bargaining unit member per year to the Fund effective 2016-2017 and \$600 per bargaining unit member to the Fund effective 2017-2018, payment to be made on October 1st of each year. The BOCES will contribute \$800 per bargaining unit member, per year to the Fund effective 2023-2024. Payments will be made on a quarterly basis. Y

Section 11 Holidays: *Add Juneteenth as a holiday.

Section 14: Attendance Incentive

A unit member who completes a full school year with five (5) or fewer absences shall receive an additional payment of five hundred dollars (\$500). If a unit member is hired after the

beginning of a school year, then such individual must have a proportionate number of absences and shall receive a pro-rated payment amount. For example, if a unit member is newly hired with one half (1/2) of the school year remaining, then he or she shall receive a payment of two hundred fifty dollars (\$250) if he or she completes the remaining one half (1/2) of the school year with 2.5 or fewer absences. This clause and payment shall sunset and terminate on June 30, 2026, unless extended by mutual written agreement.

6. ARTICLE XII-MISCELLANEOUS PROVISIONS

Section 4: New Employee Federation Orientation Time

**replace section 4 with the following:*

Within thirty (30) days of hire, the BOCES will provide one (1) hour excluding travel time for the new employee and the Federation representative to meet without loss of time to either at a mutually agreeable time and location. If there are more than five (5) new hires to orient in a meeting, BOCES will provide one and one-half (1.5) hours excluding travel time. To minimize disruption to instructional time, the BOCES will schedule at least one (1) morning on the fourth Tuesday of each month for the orientation. If no new member is hired then a meeting will not occur.

7. ARTICLE XIII-SALARY

2) Required coursework that is pre-approved by the BOCES Program director will qualify for ~~a two hundred dollar (\$200)~~ up to four-hundred dollars (\$400) of the actual cost payment per three (3) credit hours upon successful completion by the unit member.

Section 9: Subbing

Effective upon ratification by both parties subbing rate will increase to sixty five dollars \$65 per diem.

1. Salary (ARTICLE XIII)

The parties agree to a three (3) year contract running through June 30, 2026. Wage increases as follows:

July 1, 2023 – five percent (5%)

July 1, 2024 – five percent (5%)

July 1, 2025 – five percent (5%)

The parties will exchange and sign off on wage scales prior to ratification and legislative approval.

For SLL BOCES

Title:

Date

[Signature]
Dist. Supt.
3/5/2024

For FISP

Title

Date

[Signature]
President
3/5/2024

Commented [FM4]: This aligns with my understanding, but we should send this to the supervisors to make sure it has common understanding at that level.

Commented [CW(5R4)]: Union believes 1.5 hrs, which is current practice, is working well.

Commented [CW(6R4)]: Current contract calls for minimum of 30 minutes.

Commented [CW(7R4)]: Union Counters at 1.5 hours if more than 5 employees to orient.

Commented [CW(8R4)]: agreed