

MEMORANDUM OF AGREEMENT

By and between the
St. Lawrence-Lewis Counties BOCES
And the
St. Lawrence-Lewis BOCES Federation of Instructional Support Personnel

The following represents that which has been agreed to by and between the parties for a successor agreement. That which is not specifically referenced in this Memorandum of Agreement shall remain unchanged and shall be incorporated into the successor agreement. The provisions of the agreement shall be effected upon ratification of the agreement by both parties.

1. ARTICLE VI – PAYROLL DEDUCTION

~~A unit member may withdraw his/her authorization at any time by written notice received by the Board of Education at least two weeks prior to the effective pay period.~~

2. ARTICLE VII-CONDITIONS OF EMPLOYMENT

Section 1: Dismissal/Discipline

~~“No member of the bargaining unit, after having completed a thirty (30) sixty (60) day probationary period, ...”~~

Section 5: Vacancies – delete paragraph 4

~~4. “Whenever a situation arises which results in a unit position becoming vacant during the course of the school year or funding cycle, the Board of Education shall have the right to make temporary appointment to fill said position for the balance of the school year/funding cycle. Said appointment shall not confer probationary status upon the appointee, nor shall such appointment lead to tenure. In the event the individual receiving such temporary appointment is ultimately granted probationary status, time spent in the temporary appointment will be applied toward tenure.”~~

Section 7: Staff Reductions

In the event a unit member's position is abolished, every effort will be made to assign the member to another appropriate position. If an appropriate position is not available, the unit member will be rehired if and when an appropriate position becomes available.

~~For rehiring purposes, unit members will be placed on a rehire list for a period of four (4) years. Consideration for rehire shall be in inverse order on a BOCES wide basis. Should positions become available during said four-year period, the unit member will be notified by BOCES by phone with 48 hours to respond and a follow-up certified letter will be sent by BOCES confirming the member's intentions. It is the responsibility of the member on the rehire list to keep BOCES updated on his/her current phone number and address. If the member fails to respond within the requisite time period, or if the member refuses the position for other than sufficient and valid reason, the member's name will be removed from the rehire list.~~

~~In the summer, BOCES will send a letter to each member on the rehire list asking the member's preference for positions available. Also, members will let BOCES know if they have been hired somewhere else and if they want their names to remain on the rehire list.~~

~~An updated rehire list will be provided to the Federation President and Supervisors by BOCES at the beginning of each school year with updates during the year to keep the list current. Rehiring will be based on the following:~~

- ~~—— If the position is in Special Education and the member has already worked in this area, then no interview is necessary;~~
- ~~—— If members change positions from one department to another, they must interview and will be rehired if they are qualified (according to the job descriptions) for the positions; and~~
- ~~—— For Occupational Education positions, members will need specific skills in the different areas taught.~~

~~BOCES will notify the Federation President as to which member has filled the position.~~

A unit member who is rehired by BOCES will retain his/her tenure status, accumulated sick days and step on the salary schedule.

2. ARTICLE VIII-GRIEVANCE PROCEDURE

Section 1: Procedure

Step 1 – Immediate Supervisor: “...supervisor shall give his/her **written** reply...”

3. ARTICLE IX – FRINGE BENEFITS

Section 1: Death Leave

“...[Federation agrees to a sunset clause on the new language only in this Article for the purpose of District usage study].”

Section 2: Personal Business/Emergency Leave

- A. ~~Ten and eleven month unit members will be allowed one (1) full day business or emergency leave per year for the first three years of employment, accumulative to three (3) days if unused. Upon completion of three years of BOCES service, each employee's accumulated sick leave will be adjusted, giving credit for three (3) days of business/emergency leave per year, less days used, retroactive to the first year of employment. Commencing with the fourth year of employment, each unit member will be allowed three (3) full days business/emergency leave per year. Employees will receive 3 Business Emergency Leave days per school year. First and last year of employment will be pro-rated.~~

Section 4: Sick Leave

- B. In the event the Administration has reasonable cause to suspect a unit member has misused or abused the terms of this provision, the unit member may be required to substantiate that leave taken under the provisions of this clause is in conformance with the intent of its terms.

The Administration may request a doctor's certification from any member absent 5 or more consecutive days.

This substantiation may take the form of a doctor's certification and/or a sworn written statement by the unit member that leave taken was in compliance with the terms of this clause.

- 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 ~~\$25~~ \$35 for each day...

Section 8: Federation Leave

~~“...Release time will be scheduled on an annual basis, subject to the parties' mutual agreement. Such scheduling shall be within a reasonable time following the election of the Federation President and shall be completed prior to implementation.”~~

Section 9: Dependent Care Leave

~~“Upon request, unit members may shall be granted...”~~

Section 10: Insurance

A. Health Insurance

Only unit members regularly scheduled to work 20 hours or more shall be entitled to benefits under this section.

~~The BOCES shall assume the full cost for the unit member's health insurance for each individual unit member and dependents. (Currently employed [as of 6/30/01] Job Coaches who are paid at a higher salary and do not receive health insurance or dental/optical benefits will be allowed to maintain the status or may be allowed to elect the higher salary option at a future date. Only Job Coaches already receiving this benefit as of the signing of this agreement will be eligible to continue to receive that benefit in the future. To be removed from all others.)~~

The BOCES shall provide health insurance benefits to unit members and their dependents. Unit members will contribute to the health insurance premiums at the rates below;

2018-2019	1%
2019-2020	2%
2020-2021	3%
2021-2022	4%
2022-2023	5%

The BOCES shall pay 100% of health insurance for retired unit members and 75% of the cost of health insurance for their dependents. Members who retire after June 30, 2022 must have no less than 10 years of continuous service with BOCES.

The BOCES will continue to provide health insurance benefits to dependents of bargaining unit members who become deceased while in service to the BOCES for a period of one (1) year from date of death.

The health insurance plan referred to in this Article IX will be the St. Lawrence-Lewis Counties School District Employees' Medical Plan B, as amended by Rider 9 10(attached as Appendix A). Plan change will take place after ratification by both parties ~~provided that unit members and retirees will not accrue any liability for medical and prescription co-pays and deductibles for the current plan year beyond the limits stated in Rider 9. The unit member is responsible for seeking reimbursement for any overpayment of the copays from the district.~~

~~Effective July 1, 2007, unit members who are eligible for health insurance coverage from another source outside the St. Lawrence-Lewis Employees Health Plan may elect not to be covered by the health insurance plan provided by the St. Lawrence-Lewis BOCES. Persons who voluntarily elect to drop such coverage shall notify the BOCES by May 1, and will receive the sum of one thousand dollars (\$1,000) payable October 1 each year thereafter that the member is not covered by the St. Lawrence Lewis Employees Health Plan. Members whose circumstances change only through a qualifying event (e.g. death, layoff or disability of spouse, marital status,~~

etc.) may reapply for coverage at any time. There will be no proration of the \$1,000 for any member whose election to drop coverage is voided during the calendar year.

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.

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

---Unit members eligible for individual enrollment will receive the sum of two thousand dollars (\$2,000);

---Unit members eligible for two-person enrollment will receive the sum of four thousand dollars (\$4,000);

---Unit members eligible for family enrollment will receive the sum of six thousand dollars (\$6,000).

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. 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.

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.

Members hired after **October 7, 2016** ~~the ratification date of the new~~ agreement shall not receive reimbursement for Medicare Part B payments for the member's spouse in retirement.

Section 12: Sick Leave Bank

A. Purpose:

“...Leave from the bank will be available for serious personal and serious family illness as defined by the FMLA...”

- F. **In consideration of SLL BOCES consenting to the unit's establishment and exclusive management of the sick leave bank, FISP and its members hereby fully and unconditionally agree to forever indemnify, defend and hold harmless SLL BOCES, its Board, its Administrators and all its other agents and employees from and against any and all obligations, liabilities and/or costs of any kind and nature arising from or in any way related to the sick leave bank.**

4. **ARTICLE XII - MISCELLANEOUS PROVISIONS**

Section 1: Mileage

It is agreed that unit members will be reimbursed at the **then current IRS mileage rate** ~~in effect as of July 1 of the current fiscal year~~ for any and all approved travel when a school vehicle is not available and a privately owned vehicle must be used.

Section 4: ~~Agency Fee New Employee Union Orientation Time~~

~~The BOCES shall deduct from the wage or salary of unit members in the bargaining unit who are not members of the Federation of St. Lawrence-Lewis BOCES Instructional Support Personnel, the amount equivalent to the dues levied by the Federation and shall transmit the sum so deducted to the Federation, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Federation affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Federation maintains such procedure.~~

~~The agency shop fee deduction shall be made following the same procedures as applicable for dues check off, except as otherwise mandated by law or this Article of this Agreement.~~

~~The Federation agrees to save and hold harmless the BOCES for any and all damages and liabilities, including litigation expenses, which may arise as a result of making agency fee deductions.~~

Within 30 days of hire, the BOCES will provide a reasonable amount of time for the new employee and the Union representative to meet without loss of time to either at a mutually agreeable time and location.

If one new employee is hired, then they shall have 30 minutes at a minimum excluding travel time to meet with the Union representative. If more than one new employee is hired, then the time allotment may be increased by mutual agreement.

Section 5: Snow Days

It is agreed the policy for snow days will be as adopted by the joint study committee. ~~However, in the event a unit member is not able to get to school because of inclement weather, salary will be paid.~~

5. ARTICLE XIII – SALARY

Both parties having ratified this Agreement as of ~~February 10, 2019~~, ^{April 4, 2019} unit members employed as of that date, as well as unit members who retired between July 1, 2018 and that date, will receive retroactive salary adjustments as follows:

~~2012-13: 3% including increment effective July 1, 2012 June 30, 2013;
2013-14: 3% including increment effective July 1, 2013 June 30, 2014;
2014-15: 3% including increment effective July 1, 2014 June 30, 2015;
2015-16: 4.5% (Flat dollar amount) including increment effective July 1, 2015~~

~~June 30, 2016; except that, any unit member who received more than the subsequent step for either year will be held harmless for the overpayment.~~

~~2016-17: Effective as of July 1, 2016, new money applied to salaries will be 5.75% plus \$500 per unit member;~~

OK
3/27/19

~~2017-18: Effective as of July 1, 2017, new money applied to salaries will be 3.5% plus \$350. The following salary schedules are adjusted accordingly.~~

2018-2019: Two step advancement from current position. Off step members will receive \$1500 added to their base.

2019-2020: \$1500 added to each step. \$1500 added to base for "off step".

2020-2021: \$1000 added to each step. \$1000 added to base for "off step".

2021-2022: \$1000 added to each step. \$1000 added to base for "off step".

2022-2023: \$1000 added to each step. \$1000 added to base for "off step".

EDUCATIONAL ASSOCIATE: SCHEDULE I						
RAISE		Two Step	\$1,500	\$1,000	\$1,000	\$1,000
STEP	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
1	\$ 14,550	\$ 15,500	\$17,000	\$18,000	\$19,000	\$20,000
2	\$ 15,000	\$ 16,153	\$17,653	\$18,653	\$19,653	\$20,653
3	\$ 15,500	\$ 16,713	\$18,213	\$19,213	\$20,213	\$21,213
4	\$ 16,153	\$ 17,098	\$18,598	\$19,598	\$20,598	\$21,598
5	\$ 16,713	\$ 17,625	\$19,125	\$20,125	\$21,125	\$22,125
6	\$ 17,098	\$ 18,244	\$19,744	\$20,744	\$21,744	\$22,744
7	\$ 17,625	\$ 18,527	\$20,027	\$21,027	\$22,027	\$23,027
8	\$ 18,244	\$ 18,815	\$20,315	\$21,315	\$22,315	\$23,315
9	\$ 18,527	\$ 19,109	\$20,609	\$21,609	\$22,609	\$23,609
10	\$ 18,815	\$ 19,298	\$20,798	\$21,798	\$22,798	\$23,798
11	\$ 19,109	\$ 19,462	\$20,962	\$21,962	\$22,962	\$23,962
12	\$ 19,298	\$ 19,627	\$21,127	\$22,127	\$23,127	\$24,127
13	\$ 19,462	\$ 19,889	\$21,389	\$22,389	\$23,389	\$24,389
14	\$ 19,627	\$ 20,026	\$21,526	\$22,526	\$23,526	\$24,526
15	\$ 19,889	\$ 20,164	\$21,664	\$22,664	\$23,664	\$24,664
16	\$ 20,026	\$ 20,448	\$21,948	\$22,948	\$23,948	\$24,948
17	\$ 20,164	\$ 20,815	\$22,315	\$23,315	\$24,315	\$25,315
18	\$ 20,448	\$ 21,313	\$22,813	\$23,813	\$24,813	\$25,813
19	\$ 20,815	\$ 21,587	\$23,087	\$24,087	\$25,087	\$26,087
20	\$ 21,313	\$ 21,862	\$23,362	\$24,362	\$25,362	\$26,362
21	\$ 21,587	\$ 22,129	\$23,629	\$24,629	\$25,629	\$26,629
22	\$ 21,862	\$ 22,670	\$24,170	\$25,170	\$26,170	\$27,170
23	\$ 22,129	\$ 23,094	\$24,594	\$25,594	\$26,594	\$27,594
24	\$ 22,670	\$ 23,791	\$25,291	\$26,291	\$27,291	\$28,291
25	\$ 23,094	\$ 24,246	\$25,746	\$26,746	\$27,746	\$28,746
26	\$ 23,791	\$ 24,573	\$26,073	\$27,073	\$28,073	\$29,073
27	\$ 24,246	\$ 24,893	\$26,393	\$27,393	\$28,393	\$29,393
28	\$ 24,573	\$ 25,318	\$26,818	\$27,818	\$28,818	\$29,818
29	\$ 24,893	\$ 25,922	\$27,422	\$28,422	\$29,422	\$30,422
30	\$ 25,318	\$ 26,375	\$27,875	\$28,875	\$29,875	\$30,875
31	\$ 25,922	\$ 26,624	\$28,124	\$29,124	\$30,124	\$31,124
32	\$ 26,375	\$ 26,867	\$28,367	\$29,367	\$30,367	\$31,367
OFF STEP		\$1500*	\$1500*	\$1000*	\$1000*	\$1000*

Educational Associate: Schedule I - All Teacher Aides

* Amount added to members current base salary that are off step.

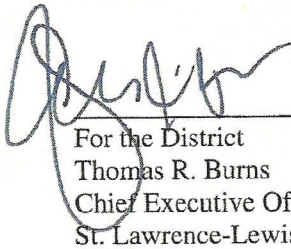
EDUCATIONAL ASSOCIATE: SCHEDULE II						
RAISE		Two Step	\$1,500	\$1,000	\$1,000	\$1,000
STEP	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
1	\$16,500	\$17,394	\$18,894	\$19,894	\$20,894	\$21,894
2	\$16,910	\$17,863	\$19,363	\$20,363	\$21,363	\$22,363
3	\$17,394	\$18,511	\$20,011	\$21,011	\$22,011	\$23,011
4	\$17,863	\$18,929	\$20,429	\$21,429	\$22,429	\$23,429
5	\$18,511	\$19,540	\$21,040	\$22,040	\$23,040	\$24,040
6	\$18,929	\$20,154	\$21,654	\$22,654	\$23,654	\$24,654
7	\$19,540	\$20,470	\$21,970	\$22,970	\$23,970	\$24,970
8	\$20,154	\$20,792	\$22,292	\$23,292	\$24,292	\$25,292
9	\$20,470	\$21,151	\$22,651	\$23,651	\$24,651	\$25,651
10	\$20,792	\$21,732	\$23,232	\$24,232	\$25,232	\$26,232
11	\$21,151	\$22,192	\$23,692	\$24,692	\$25,692	\$26,692
12	\$21,732	\$22,697	\$24,197	\$25,197	\$26,197	\$27,197
13	\$22,192	\$23,207	\$24,707	\$25,707	\$26,707	\$27,707
14	\$22,697	\$23,584	\$25,084	\$26,084	\$27,084	\$28,084
15	\$23,207	\$24,008	\$25,508	\$26,508	\$27,508	\$28,508
16	\$23,584	\$24,822	\$26,322	\$27,322	\$28,322	\$29,322
17	\$24,008	\$25,528	\$27,028	\$28,028	\$29,028	\$30,028
18	\$24,822	\$26,055	\$27,555	\$28,555	\$29,555	\$30,555
19	\$25,528	\$26,762	\$28,262	\$29,262	\$30,262	\$31,262
20	\$26,055	\$27,725	\$29,225	\$30,225	\$31,225	\$32,225
21	\$26,762	\$28,640	\$30,140	\$31,140	\$32,140	\$33,140
22	\$27,725	\$29,484	\$30,984	\$31,984	\$32,984	\$33,984
23	\$28,640	\$30,550	\$32,050	\$33,050	\$34,050	\$35,050
24	\$29,484	\$31,379	\$32,879	\$33,879	\$34,879	\$35,879
25	\$30,550	\$32,333	\$33,833	\$34,833	\$35,833	\$36,833
26	\$31,379	\$33,467	\$34,967	\$35,967	\$36,967	\$37,967
27	\$32,333	\$34,427	\$35,927	\$36,927	\$37,927	\$38,927
28	\$33,467	\$35,491	\$36,991	\$37,991	\$38,991	\$39,991
29	\$34,427	\$36,707	\$38,207	\$39,207	\$40,207	\$41,207
30	\$35,491	\$37,690	\$39,190	\$40,190	\$41,190	\$42,190
31	\$36,707	\$38,702	\$40,202	\$41,202	\$42,202	\$43,202
32	\$37,690	\$39,865	\$41,365	\$42,365	\$43,365	\$44,365
OFF STEP		\$1500*	\$1500*	\$1000*	\$1000*	\$1000*

Educational Associate: Schedule II - All Teaching Assistants, LPN, Interpreters, Corrections Counseling Assistant and Job Coaches.


* Amount added to members current base salary that are off step.

6. ARTICLE XIV – DURATION OF AGREEMENT

Salary increases will be applied according to Article XIII. All other provisions of this agreement will be effective upon ratification by both parties and shall remain in effect until June 30, ~~2018~~ **2023**. Said Agreement can be modified only through the mutual consent of the Federation and the Chief Executive Officer, the parties to his agreement.



For the District Date
Thomas R. Burns
Chief Executive Officer
St. Lawrence-Lewis BOCES



For the Federation Date
Lida Cardinal
President
St. Lawrence-Lewis BOCES F.I.S.P.