

**Tentative Memorandum of Agreement**  
**between**  
**ST. LAWRENCE-LEWIS BOARD OF COOPERATIVE EDUCATION**  
**SERVICES**  
**and**  
**ST. LAWRENCE-LEWIS BOCES**  
**NON-INSTRUCTIONAL SUPPORT STAFF ASSOCIATION**

**The following is a tentative agreement and shall be enforced pending ratification by the SLL BOCES NISSA membership and the SLL BOCES Board of Education. The following represents the only agreed upon changes to the 2016-2018 collective bargaining agreement. Items not mentioned shall remain unchanged in the collective bargaining agreement.**

1. Four (4) year agreement July 1, 2018 – June 30,2022
2. ARTICLE VI – PAYROLL DEDUCTION, (page 4) amend to read:  
“~~The Board agrees to deduct authorized dues or agency fees from the salaries of all employees recognized under the title of NISSA.~~”

**Members shall be entitled to have membership dues for the Association and its affiliates collected via payroll deduction. Such authorization shall continue from year-to-year unless revoked in writing by the member. Upon receipt of a written authorization form from the member directing payroll deduction, the SLL BOCES shall deduct and remit the dues from the regular salary of each employee. For new hires, such deduction is to begin no later than 30 days after SLL BOCES receipt of written authorization for payroll deduction.**

A form, **to be placed in the member’s personnel file attached to this agreement as ~~Appendix A~~**, shall be used for the purpose of such deductions.

In the event NISSA changes the rate of its dues, the Board shall be given at least thirty (30) days’ notice before such change will become effective for the purpose of these deductions.

The dues shall be deducted over eighteen (18) pay periods commencing with the first payroll in October and ending in June.

The Board shall make every effort, following each pay period which the dues deduction is made, to transmit the amount so deducted to the Treasurer of NISSA within ten (10) days. **Each ~~The final~~ transmittal shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each. If deductions have been made for only a portion of the deduction period, the listing will show the date of commencement of such deductions.”**

3. ARTICLE VII – CONDITIONS OF EMPLOYMENT, Section 1:  
Dismissal/Discipline, (page 4) amend as follows:

“Unit members hired after the ratification (**add ratification date**) of this agreement must complete a SLL BOCES probationary term prior to gaining Section Seventy-Five (75) rights. Unit members hired prior to ratification (**add ratification date**) of this agreement will not be required to complete a SLL BOCES probationary term.”

4. ARTICLE VII – CONDITIONS OF EMPLOYMENT, Section 4: Personnel File, (page 5) add end punctuation (period) to paragraph one. **AGREED 8/28/18**
5. **ARTICLE VII – CONDITIONS OF EMPLOYMENT, Section 5: General Salary Information, Salary Increases, (page 5): The District proposes the following salary increases:**
  - **2018-19: 3% increase (inclusive of step)**
  - **2019-20: \$2,500 flat dollar amount (retroactive to July 1, 2019 and inclusive of step). All promotions after June 30, 2018 shall be subject to retroactive contributions regarding salary and step. (Long year \$2,534, short year \$2,382 and 10 month \$2,112)**
  - **2020-21: 3.25%**
  - **2021-22: \$1,276 flat dollar amount (2.75% increase to pool)**
6. ARTICLE VII – CONDITIONS OF EMPLOYMENT, Section 5: General Salary Information, (page 6): Clarification of paragraph two (2) **Salary Step Scale: “unit members will be placed on a thirty (30) step salary scale...” “If a retired SLL BOCES employee is rehired to SLL BOCES to his/her former position, the retiree will be placed at his/her step earned upon retirement.”** **AGREED 9/14/18**
7. ARTICLE VII – CONDITIONS OF EMPLOYMENT, add new section: **“Section 10. The BOCES shall post updated Civil Service seniority lists semi-annually on the secure portion of the BOCES website by November 1st. ~~The Association President shall be promptly informed of the posting within two (2) days of posting.~~”** **AGREED 9/14/18**
8. ARTICLE VII – CONDITIONS OF EMPLOYMENT, Section 5: General Salary Information, Change in Position (page 8) amend to read: Unit members who move from one job title to another job title which is at a higher grade will be placed at least two (2), but not more than **seven (7) five (5)**, steps higher than the lowest step in the new grade which is equal to or greater than the salary in the prior job title. **AGREED 8/28/18**
9. ARTICLE VII – CONDITIONS OF EMPLOYMENT, Section 5: General Salary Information, Inclement Weather/Snow Days (page 8) amend to read: ***Inclement Weather/Snow Days:*** All eleven (11) and twelve (12) month unit members are required to report to work unless directed otherwise by their supervisor. If a unit member elects not to come to work, the unit member must attempt to contact his/her immediate supervisor and also enter the request for time off in WinCap Web or the current attendance platform. Unit members may use vacation time, compensation time, or a

floating holiday. If a unit member has exhausted all of these options, he/she may be docked pay.

If inclement weather occurs during the workday and a unit member would like to leave work early, he/she must attempt to contact his/her immediate supervisor and also enter the request for time off in WinCap Web or the current attendance platform. Unit members may use vacation time, compensation time, or a floating holiday. If a unit member has exhausted all of these options, he/she may be docked pay.

**Unless otherwise directed by their supervisors, members who are assigned to component districts will report to the Education Services Center if the component district is closed (emergency closing, holiday, give-back day, etc.) and the superintendent of the component district has denied access for the member to stay in district. When a member is required to report to the ESC, mileage from the component district shall be paid per Article X, Section 1.**

10. ARTICLE VII – CONDITIONS OF EMPLOYMENT, Section 9, Time Keeping (page 8) amend to read: “All unit members shall clock in and out using software and hardware as designated by the SLL BOCES. The SLL BOCES facility at the ESC shall have check in devices at five (5) of the entrances/exits and one (1) in the break room for a total of six (6). The SLL BOCES facilities at each of the CTE Centers shall have check in devices at two (2) of the entrances/exits and one (1) in the break room for a total of three (3). The Print Shop facility shall have at least one (1) manual check in device centrally located. **The time keeping devices shall have all audio and video capturing capabilities disabled. There shall be a seven (7) minute grace period for sign-in/sign-out on all devices. The grace period shall only apply to matters of pay but not to discipline.**

**Sick, business/emergency, bereavement, vacation, and compensation time shall be used on an hour by hour basis in one quarter (.25) hour increments.”**

**\*\* “Time Clock Information” document agreed to March 26, 2019 shall be added as Appendix (Attached).**

11. ARTICLE IX – FRINGE BENEFITS, Section 1, Bereavement Leave (page 11) amend to read: “**Section 1: Bereavement Leave** Absence from employment will be allowed without loss of pay because of a death in the unit member’s immediate family including parents, siblings, spouse, children, grandparents, grandchildren, in-laws or step family members in the preceding categories, domestic partner of the unit member, and any person who, immediately preceding death, has been a member of the unit member’s household or has been under the direct care or supervision of the unit member. Unit members may request leave of up to forty **(40) hours** ~~five (5) days~~ for each death, which need not be consecutive days, for the purpose of this section.

Unit members must attempt to contact their immediate supervisor and must also enter the request for time off in WinCap Web or the current attendance platform.”

12. ARTICLE IX – FRINGE BENEFITS, Section 1, Business/Emergency Days (page 12) amend to read: **Section 2: Business/Emergency Days**

Ten (10) and eleven (11) month unit members shall receive **twenty-four (24) hours** ~~three (3) days~~ of business/emergency leave credit per year, any unused business/emergency leave will be accumulated as sick leave credit. Any unit member that works less than 1.0 FTE, will have the business/emergency days pro-rated accordingly.

Business/emergency leave shall be for the purpose of conducting personal affairs of such a nature that they cannot be handled outside the workday. Requests for such leave shall be submitted through WinCap Web or the current attendance platform.

13. ARTICLE IX – FRINGE BENEFITS, Section 1, Sick Leave (page 12) amend to read: **Section 4: Sick Leave**

All full-time unit members shall receive sick leave credit on July 1<sup>st</sup> at the rate of **one hundred (100) hours** ~~twelve and a half (12.5) days~~ for ten (10) month unit members, **one hundred and ten (110) hours** ~~thirteen and three quarters (13.75) days~~ for eleven (11) month unit members, and **one hundred and twenty hours (120)** ~~fifteen (15) days~~ for twelve (12) month unit members. Salaried unit members who are employed on a part-time basis shall receive sick leave credit prorated according to the percentage of full-time equivalent. Sick leave allocation for less than one (1) year of employment shall be prorated accordingly.

Unused sick leave may be accumulated to a maximum of **one thousand nine hundred and twenty (1920) hours** ~~two hundred and forty (240) days~~. Any credit that exceeds this maximum may be used during the fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>) in which it is earned. If unused by the end of the fiscal year (June 30<sup>th</sup>), any excess credit will be deducted.

Leave taken under the terms of this provision shall be for personal illness of such a nature that the employee is unable to adequately perform regularly assigned duties. Sick leave may also be used for bon-a-fide medical (including optical or dental) appointments that cannot be scheduled outside working hours.

Sick leave may also be approved for family illness, in those situations demanding the immediate personal attendance and attention of the unit member. Such leave may not be used to accompany family members for rest, recuperation, or rehabilitation. Leave for family illness may not exceed **eighty (80) consecutive hours** ~~ten (10) consecutive days~~ without the prior consent of the District Superintendent.

Whenever sick leave exceeds **forty (40) consecutive hours** ~~five (5) days~~, or whenever the SLL BOCES administration has reasonable cause to suspect misuse or abuse of this provision, an employee may be required to provide medical certification substantiating the need for leave.

14. ARTICLE IX – FRINGE BENEFITS, Section 5, Unused Sick Time (page 13) amend paragraph two as follows: Further, the unit member will be paid **\$4.375 per hour** ~~\$35 per day~~ for any sick time accrued in excess of that allocated to the 41-j option, up to a maximum of **one thousand nine hundred and twenty (1920) hours** ~~two hundred forty (240) days~~, and any such payout will be deposited directly into the employee's non-elective 403(b) account, no later than July 3<sup>rd</sup> following the effective date of separation.

These provisions are subject to the following conditions:

- Unit member must either, be eligible for retirement ~~without penalty~~ under the New York State Employees' Retirement System and be in at least their tenth (10th) year of credited service to the SLL BOCES; or unit member must have at least fifteen (15) years of credited service to the SLL BOCES.
- Unit member must submit a letter of resignation to the District Superintendent at least six (6) months prior to the stated date of resignation or be the subject of an involuntary layoff. Upon the recommendation of the District Superintendent, the SLL BOCES Board may waive this notification requirement in extraordinary circumstances.

15. ARTICLE IX – FRINGE BENEFITS, Section 8, Vacation (page 14) amend as follows: Full-time, twelve-month (12) unit members shall receive vacation as follows on July 1<sup>st</sup> each year:

- For the first seven (7) years of SLL BOCES service, unit members shall receive ~~thirteen (13) days~~ **one hundred and four (104) hours** of vacation each year.
- After completion of seven (7) years of SLL BOCES service unit members shall receive ~~eighteen (18) days~~ **one hundred and forty-four (144) hours** of vacation each year.
- After completion of fifteen (15) years of SLL BOCES service unit members shall receive ~~twenty-three (23) days~~ **one hundred and eighty-four (184) hours** of vacation each year.

Vacation allocation for less than one (1) year of employment shall be prorated accordingly.

For purposes of payout upon separation of service, no unit member shall accrue more than twice the annual allotment of vacation credit. (Note: at retirement, any such payout will be deposited directly into the employee's non-elective 403(b) account. A letter of

resignation for the purpose of retirement must be submitted to the District Superintendent **at least six (6) months prior to the stated date of separation no later than January 1<sup>st</sup> of the calendar year in which the retirement is to be effective**; in extraordinary circumstances and upon the recommendation of the District Superintendent, the SLL BOCES Board may waive this notification requirement.) ***The change to the preceding sentence will sunset based on BOCES evaluation at the expiration of the contract.*** Vacation credit that exceeds this maximum may be used during the fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>) in which it is earned. If unused by the end of the fiscal year (June 30<sup>th</sup>), any excess credit will be deducted.

Every two (2) years, during the period June 1<sup>st</sup> through July 31<sup>st</sup> only, a unit member may request payment for up to ~~seven (7) days~~ **fifty-six (56) hours** of unused accrued vacation time. The unit member must have sufficient vacation time accrued so that, following the deduction of the number of days requested for pay, the unit member's accrued vacation time equals or exceeds **one hundred and sixty (160) hours** ~~twenty (20) days~~. Such requests will be subject to the approval of the immediate supervisor.

Use of any vacation time must have prior approval of the immediate supervisor.

**16. ARTICLE IX – FRINGE BENEFITS, Section 10, Insurance (page 15) amend section to reflect the following:**


- 2018-19: Rider 9 at current contribution level
- 2019-20: Following ratification and transition to Rider 10, active members employed prior to December 31, 2017 will pay 10% contribution toward Rider 10 pure premium. Active members initially employed after January 1, 2018 will pay 10% contribution to Rider 10 pure premium.
- 2020-21: Active members employed prior to December 31, 2017 will pay 10% contribution toward Rider 10 pure premium. Active members initially employed after January 1, 2018 will pay 10% contribution to Rider 10 pure premium.
- 2021-22: Active members employed prior to December 31, 2017 will pay 10% contribution toward Rider 10 pure premium. Active members initially employed after January 1, 2018 will pay 10% contribution to Rider 10 pure premium.

**Retiree Health Insurance:**

- A retirement incentive will be offered through a MOA:
  - Unit members must submit their letter of retirement by June 1, 2020 with a retirement date on or before June 30, 2021.
  - For those who meet the notification date above, the SLL BOCES will be responsible for ninety-five percent (95%) of the premium cost for individual coverage and seventy-five (75%) percent of any additional cost for dependent coverage.
  - This retirement incentive is non-precedent setting.

17. ARTICLE X– MISCELANEOUS PROVISIONS, Section 3, Agency Fee (page 18) delete Section 3, Agency Fee.
18. ARTICLE X – MISCELANEOUS PROVISIONS, Section 5, Savings Clause (page 19) replace with the following: **“In the event any provision of this Agreement is nullified or otherwise deemed unenforceable by legislative, judicial or executive act that has the force and effect of an enforceable legislative act and judicial decree, the Agreement will continue in its entirety with full force and effect, absent said provision, or portion thereof. To the extent that such action necessitates impact bargaining, upon demand from either party, impact bargaining will commence within thirty (30) days of receipt of the submission for impact bargaining.”**
19. **Add Graphic Designer and Personnel Aide to the recognition clause and place on the individuals on the salary schedule.**
20. **The parties agree to continue negotiation regarding reduced workday and health insurance buy-out.**

For NISSA

  
\_\_\_\_\_  
Deborah Champagne

2/14/2020  
Date

For BOCES

  
\_\_\_\_\_  
Thomas Burns

2/14/2020  
Date

**APPENDIX**  
**Time Clock Information**

1. The human resources department will notify Supervisors of any apparent issues; however, the Supervisors will need to answer any questions and address any issues with employees.
2. Employees will need to go through their Supervisor for any changes to time clock punches. HR will not change any time clock punches without written permission from the Supervisor.
3. **The standard workday is eight (8) hours, and the standard work week is forty (40) hours. Any deviation of this other than sick time must be pre-approved by the supervisor. The employee may use vacation time, sick time, compensation time, or flex time as appropriate for make-up of time. Sick time not entered into WinCap Web within three (3) days of occurrence may not be paid in the current pay period.**
4. During summer hours and during the school breaks, when using vacation or sick time, hours worked and time off must equal eight (8) hours. For example, if someone works four (4) hours, they must request to use four (4) hours (out of an eight (8) hour day) of vacation or sick time. Therefore, a request of one-half (.50) hour will be needed from vacation or sick time. If taking an entire day off, the unit requested would be eight (8) hours. The only exception to this will be when using Comp Time during the breaks. A full day of compensation time would equal 7 hours during the summer and the school breaks.
5. **If the allotted lunch period runs over, the employee will need to make up the overage.**
6. If an employee is changing their scheduled start time on a permanent basis, the Supervisor will need to contact HR so the schedule can be changed in WinCap Web.
7. **If an employee is traveling for work during the normal work week and leaves from their home, they must deduct the actual commute time to work – just like the mileage form.**
8. When an employee is traveling for work (meeting, workshop etc.), they must use WinCap Web to request that time. The attendance code of Meeting/Workshop or Staff Development would be used. These codes do not affect an employee's accruals. Example: an employee has a meeting at 1:00 pm outside of their building. The employee would clock in and out as normal (8:00 am – 1:00) and have a meeting request in WinCap Web for .375 of a day).



9. Per the Overtime and Compensation Time Policy, Supervisors must give pre-approval for compensation time, flex time and over time – even if it's fifteen (15) minutes. Supervisors will determine if anything over forty (40) hours will be compensation time earned or paid out. If the employee is to receive a pay out, they must complete a time sheet and submit it to payroll.
10. Employees will not earn over eight (8) hours/day when using any leave. For example if an employee puts in for two (2) hours of sick time but returns to work after one (1) hour and works seven (7) hours, the sick time request for that day will be adjusted down to one (1) hour.
11. Lunch must occur between the hours of 11:00 am and 2:00 pm – per the DOL which is noted in the contract. Breaks (fifteen (15) minutes or lunch breaks) cannot be used to shorten the workday.
12. IP addresses will be monitored. Employees are not allowed to punch in from home computers or cell phones.
13. **Employees should clock in and out for the actual lunch period they take. If they take ½ hour for lunch and take two fifteen (15) minute breaks, the lunch period would be one-half (½) hour. They would not clock out for the two fifteen (15) minute breaks. The lunch period is paid so using one (1) hour or ½ hour will not affect pay.**
14. **Compensation time will accrue in quarter (.25) hour increments. Requests to use comp time ~~will need to~~ must be requested and used in quarter (.25) hour increments. hours also.**
15. **Flex Time is defined as a supervisor-approved deviation from your normal weekly schedule. For example, you arrange with your supervisor to work nine (9) hours on Monday and use the one (1) hour of Flex Time on Tuesday for a seven (7) hour workday.**