

AGREEMENT

by and between the

BOARD OF COOPERATIVE EDUCATIONAL
SERVICES HAMILTON-FULTON MONTGOMERY
COUNTIES

and the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

Local 1000, AFSCME, AFL-CIO

BOCES Civil Service Employees Unit Fulton County Local 818

July 1, 2024 - June 30, 2029

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**AGREEMENT BETWEEN THE
BOARD OF COOPERATIVE EDUCATIONAL SERVICES
Hamilton-Fulton-Montgomery Counties
and
THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
AFSCME LOCAL 1000, AFL-CIO
for the
CSEA HAMILTON-FULTON-MONTGOMERY BOCES UNIT
of
THE CSEA FULTON COUNTY LOCAL 818**

ARTICLE 1 - RECOGNITION

By virtue of satisfactory evidence submitted by the Civil Service Employees Association, Inc., AFSCME Local 1000, AFL-CIO, (hereinafter "Association") to the Board of Cooperative Educational Services of Hamilton-Fulton-Montgomery Counties (hereinafter "Board" or "BOCES") that the Association does represent all full and part-time clerical, custodial, and food service employees as set forth below by the Board, the Board recognizes the Association as the exclusive bargaining agent for all full-time and part-time clerical, custodial, and food service staff employed by the Board, excluding those designated as managerial/confidential.

ARTICLE 2 - PROCEDURES FOR CONDUCTING NEGOTIATIONS

A. DATE OF FIRST NEGOTIATION

Either party may request to open negotiations at any time on or after February 15 of the year in which the current contract expires. The negotiating committee will be available for the first negotiating session no later than ten (10) days after a request to begin is received by the other party.

B. NEGOTIATION PROCEDURES

Designated representatives of the Board shall meet at such mutually agreed upon places and times with representatives of the Association to affect a free exchange of facts, opinions, proposals, and counter-proposals to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Such additional meetings shall also be held following the initial meetings as the parties may be required to understand the issues or until an impasse is reached. Unless mutually agreed otherwise, meetings shall not exceed three (3) hours and shall be held at a time other than the regular school day.

C. EXCHANGE OF INFORMATION

Both parties and the Superintendent shall furnish each other, upon reasonable request, with all available information pertinent to the issue(s) under consideration.

D. CONSULTANTS

The parties may call upon consultants to assist in preparing for negotiations, and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

E. COMMITTEE REPORTS

The parties agree that during the period of negotiations and before reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall not be released to the press or media unless such release has the prior approval of both parties or is required by law. Nothing herein shall be construed to prevent either party from consulting with its constituency.

F. REACHING AGREEMENT

When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a Memorandum of Agreement, signed by the negotiation participants, and submitted to the Board and the Association for approval. Following approval by a majority of the Board and a majority of the Association membership, the Board will take such action upon the agreement as is necessary to make it official.

Since both parties are negotiating in good faith, it shall be understood that upon official acceptance of the Memorandum of Agreement by a majority of the Board and a majority of the Association membership, both parties agree to abide by said provisions. The Agreement may only be amended by the mutual written consent of both parties.

ARTICLE 3 - GRIEVANCE AND COMPLAINT PROCEDURE

A. DEFINITIONS

1. **Board of Education or Administrator.** The BOCES Board of Education for Hamilton-Fulton-Montgomery Counties or an employee in an administrative capacity not eligible for unit membership.

2. **Employee.** An employee for the purpose of this Agreement is any person within the bargaining unit who is directly employed and compensated by the Hamilton-Fulton- Montgomery BOCES and who is actively engaged in the performance of a job title outlined in Article 4(C) on a regular basis, or a Board approved leave of absence.

3. **Grievance.** A grievance is any claimed violation, misinterpretation, or misapplication of any provision of this Agreement.

4. **Immediate Supervisor.** An Immediate Supervisor or Director shall mean the person in a certified administrative capacity who normally assigns, supervises, approves time records, and evaluates work performance.

5. **Days.** Days shall mean all days other than Saturdays or Sundays and legal holidays. Saturdays, Sundays, and all legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this Article.

B. BASIC PRINCIPLE

Every employee shall have the right to present a grievance on his/her behalf in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination, or reprisal, and shall have the right to be represented by a person of his/her own choosing at all stages of the grievance procedure.

C. PROCEDURE FOR EMPLOYEE GRIEVANCE

1. **Initial Presentation.** An aggrieved employee shall discuss the grievance orally and informally with the employee's Immediate Supervisor within twenty (20) days after the grievance occurs. The immediate supervisor shall discuss the grievance with the employee and shall make such investigation as he/she deems appropriate, with all this to be done on an informal basis. Within ten (10) days after the presentation of the grievance, the Immediate Supervisor shall make a decision and communicate the same to the Employee presenting the grievance and to the Employee's representative, if any.

2. **Second Stage.** Suppose an Employee presenting a grievance is not satisfied with the decision made by the Immediate Supervisor. In that case, the Employee may, within five (5) days after receipt of the Immediate Supervisor's determination, request a review and determination of the grievance by the district Superintendent of Schools, the Executive Officer of the BOCES. Such request shall be in writing and contain a statement of the specific nature of the grievance, the facts relating to it, and the article(s) of this agreement which is/are alleged to have been violated. Such request shall be served upon the District Superintendent and the Immediate Supervisor to whom the grievance was initially presented. Within five (5) days after receiving such request, the Immediate Supervisor shall submit to the District Superintendent a written statement responding to the grievance, including pertinent facts and his/her decision at Stage 1. The District Superintendent shall make a decision and communicate the same to the Grievant and the Immediate Supervisor within ten (10) days thereafter.

3. Third Stage. If the Grievant is not satisfied with the disposition of the grievance at the Second Stage, or if a grievance is not resolved by the District Superintendent within a period of ten (10) days from the time the Immediate Supervisor's written response is submitted to them, the Grievant may, within five (5) days, request in a written statement, a review of the grievance by the BOCES Board or a committee designated by them for this function. The decision of the BOCES Board or its committee shall be rendered within forty-five (45) days after the grievance has been formally submitted to the BOCES Board.

4. Final Stage - Arbitration. After review by the BOCES Board, if the Grievant and/or the Association is not satisfied with the decision of the Third Stage and the Association determines that the grievance is meritorious and that arbitrating is in the best interests of the school system, it may submit the grievance to arbitration. The notice for arbitration must be submitted within fifteen (15) days subsequent to the decision rendered in the Third Stage.

- a. If the determination in Stage 3 is unsatisfactory, the grievant (with the advice and consent of the Association) may submit the matter to arbitration. Such decision shall be by written notice to the Board and the American Arbitration Association.
- b. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the conduct of arbitration procedures.
- c. The decision of the arbitrator shall be binding on the parties.
- d. The arbitrator's decision shall be made in writing.
- e. The costs of the arbitrator's services shall be shared by the Board and the Grievant or the Board and the Association in the event of an Association grievance.

D. PROCEDURES FOR GRIEVANCE BROUGHT BY THE BOARD OF EDUCATION OR AN EMPLOYEE IN AN ADMINISTRATIVE CAPACITY

1. Initial Presentation. The aggrieved Administrator or the Board of Education will orally notify the employee of the grievance. If the grievance is not resolved within three (3) days after its initial presentation, the grievant may proceed to Stage Two.

2. Stage Two. The President of the Association will receive a written statement containing the specific nature of the grievance and its facts. The President will respond to the grievance in writing within ten (10) days after the presentation.

3. Stage Three. If the grievant is not satisfied with the disposition of bis/her/its grievance at the second stage or if a written response is not received within ten (10) days, the grievance may be submitted to the BOCES Board to determine if arbitrating would be in the best interest of the school system. Suppose the Board feels the grievance should be submitted to arbitration. In that case, it shall notify the Association President in writing and the American Arbitration Association within fifteen (15) days of submission of the grievance to the Board.

**ARTICLE 4 - POSTINGS, PROBATION, SENIORITY, LAYOFFS,
TRANSFERS, DISCIPLINE AND PERSONNEL FILES**

A. Postings: The BOCES shall inform the Association's President and Secretary two (2) weeks before the final submission of applications for any position within the bargaining unit that becomes open or available so that the Association members may have an opportunity to apply for such position. Any qualified employee who applies for another position within the BOCES shall be granted an interview and given due consideration for appointment to such position.

B. Hiring and Probation: If management creates a new title within the scope of this agreement, notice shall be provided to the President and Secretary of the Association, along with a copy of the New Position Duties Statement. Upon initial employment in any job title, each employee shall serve a probationary period of 12 months or the maximum required by law, if such is less than 12 months. The initial wage for an entry employee shall typically be the negotiated starting rate. Should the BOCES propose to start an entry employee at a rate other than the starting rate, the Administration and Association agree to meet to negotiate a starting salary for that particular circumstance.

C. Seniority: Seniority shall be defined as the start date of service with BOCES in a job title, accrued once probation has been completed in that title. For salary and benefits purposes, years of service are transferable between job titles. Salary adjustment would be based on the percentage difference in the starting wage for the two impacted titles.

The job titles are:

Typist	Senior Typist
Senior Account Clerk	Principal Account Clerk
Bus Driver/Custodial Worker	Custodial Worker
Maintenance Mechanic	Account Clerk/Typist
Automotive Mechanic	Account Clerk
Assistant Employment Training Specialist	Groundskeeper
Cook-Manager (10-month)	Records Management Clerk
Mail Courier	Food Service Helper (10-month)
Clerk	

D. Layoff and Recall: When positions within the bargaining unit are abolished, layoffs shall be by seniority within the particular job title (i.e., typist, custodial worker, clerk), with the least senior person within each job title being laid off first, in accordance with the Civil Service Law. If possible, no bargaining unit member will be laid off without receiving thirty (30) calendar days' notice. Recall shall be by seniority within the job title. A laid-off bargaining unit member shall be eligible for recall for a period of four (4) years from the effective date of the layoff. Each employee shall be responsible for keeping the BOCES informed as to his/her current address where (s)he may be contacted for recall purposes. Notice of recall shall be made by the BOCES by written notice sent to the employee at their last known address. Failure to respond to such notice within ten (10) calendar days shall be deemed a refusal of the recall. If an employee refuses one (1) recall or fails to respond to a recall notice within ten (10) calendar days, that employee shall be removed from the recall eligibility list.

E. **Transfers:** Employees desiring transfers to another school or building within the BOCES shall contact Human Resources and the Deputy Superintendent to express their interest.

F. **Discipline:** Eligible employees shall be disciplined in accordance with the requirements of §75 of the Civil Service Law. Labor class employees will be disciplined per the requirement of §75 of the NYS Civil Service Law upon completing five (5) years of continuous employment with the BOCES.

G. **Personnel Files:** Employees will receive copies of critical or evaluative materials placed in their personnel file relating to their performance, including all adverse or positive evaluations. Employees shall have the right, upon reasonable notice, to review their personnel file in the presence of an appropriate BOCES agent, with the exception of confidential hiring materials, and to respond in writing. Any written response shall be placed in the personnel file.

ARTICLE 5 - SICK LEAVE

- A. All full-time, 12-month bargaining unit members will be credited with fifteen (15) days of paid sick leave per year, with accruals proportionately prorated for ten-month and eleven-month employees. Up to five (5) days of sick leave may be taken in one (1) hour increments; the remainder may be taken in full-day or half-day increments.
- B. Full-time, 12-month employees may carry over up to 220 days of unused sick leave from the prior year for a cumulative maximum of 235 days. The carryover limit and accruals will be proportionately prorated for ten and eleven-month employees.
- C. This sick leave allowance shall be prorated for part-time employees.
- D. The official record of sick days accumulated will be maintained by the BOCES office.
- E. Ten (10) of the allotted annual days of sick leave may be used for illness in the employee's immediate family.
- F. The Sick Leave Bank Program is attached as Appendix "A."
- G. Any bargaining unit member who (1) has at least thirty (30) accumulated sick leave days and (2) uses five (5) or fewer days of leave (sick and personal) in any one year shall be eligible to receive payment of \$50.00 per day for unused days, up to ten (10), for a maximum of \$500.00. Such payment shall be calculated and made after the last payroll in June.

ARTICLE 6 - PERSONAL LEAVE

A. Effective July 1, 2011, each employee will have four (4) days of annual personal leave. Any unused personal leave days will be added to accumulated sick leave. A minimum of seventy-two (72) hours advance notice to Human Resources and the District Superintendent is required to use this leave unless emergency circumstances are involved.

B. Personal leave may not be used immediately prior to or after any vacation or holiday period to extend such vacation or holiday unless authorized by Human Resources and the District Superintendent in writing. Any bargaining unit member requesting the use of a personal day(s) immediately before or after any vacation or holiday period must specify the reason for such request.

Personal leave is not meant to be used for recreational or vacation purposes or for days to work for a different employer than the BOCES. It is only meant to be taken to address personal matters that cannot be addressed outside of the employee's normal work day.

C. Two (2) days per year of emergency leave may be granted in addition to the personal leave at the discretion of Human Resources and the District Superintendent.

D. In the event of death in the immediate family, employees will be allowed to use up to three (3) days of bereavement leave from the date of the death. An employee will be allowed to save one (1) day of the bereavement leave for purposes of attending to a burial later in the year or other religious matter which does not take place immediately following the death of the immediate family member. In the unfortunate event that a bargaining unit member experiences more than one death of an immediate family member during the course of a single school year, the member will be allowed to draw from their accrued sick time without prejudice. This provision is applicable after the member has exhausted their bereavement leave for the year. The same rules and procedures for bereavement leave will be applied to using sick time for this purpose. This includes, but is not limited to, the number of days allowed for leave and the allowance to save one day of the leave for attending a burial or other religious matter that does not occur immediately following the death of the immediate family member. This provision is intended to support our members during these difficult times.

E. The two (2) days for emergency leave and three (3) days for bereavement leave purposes, if unused, will not be credited toward the cumulative sick leave.

F. Personal days for part-time employees shall be prorated. The official record of personal and emergency or bereavement leave will be maintained through the Human Resources and Business Office.

G. "Immediate family" is interpreted to include: father, mother, brother, sister, spouse, children, grandchildren, aunts, uncles, parents-in-law, grandparents, brother-in-law, sister-in-law, grandparents-in-law, or any non-family member who is a member of the same household, if such a non-family member is identified as a person not simply occupying the same residence, but as a person the bargaining unit member and bargaining unit member's family consider to be an extension of the family.

ARTICLE 7 - WORK YEAR, VACATION AND HOLIDAYS

A. Work Year:

- I. The work year for employees shall be as follows:
 - (a.) Ten-month employees - Generally, September 1 to June 30, but may vary slightly at the BOCES1 option.
 - (b.) Eleven-month employees - September 1 to June 30 and the equivalent of 1 month of work during the months of July and August, such time to be determined by the BOCES.
 - (c.) Twelve-month employees - July 1 to June 30.

B. Vacation:

Except for any 11 or 12-month bargaining unit members who are employed to work the same work year as the teachers, all other 11 and 12-month employees shall be entitled to vacation in accordance with the following:

- I. Vacation credit will be made on July 1 of each school year or prorated as of the effective date of hire for new employees. Effective July 1, 2023, vacation will be earned and credited at the rate as follows, with all additional day's compensation being awarded on July 1, not the anniversary date of the employee:

Years of Service	Vacation Accruals
Up to 10 years	Employees will earn one and one-quarter (1.25) days per month for a total of 15 days per year.
After completion of 10 years (and continuing through 15 years)	Employees will earn one and two-thirds (1.67) days per month for a total of 20 days per year.
After completion of 15 years (and continuing through 20 years)	Employees will earn one and two-thirds (1.67) days per month, plus one additional day will be awarded, for a total of 21 days per year.
After completion of 20 years (and continuing through 25 years)	Employees will earn one and two-thirds (1.67) days per month, plus two additional days will be awarded, for a total of 22 days per year.
After completion of 25 years (and continuing thereafter)	Employees will earn one and two-thirds (1.67) days per month, plus three additional days will be awarded, for a total of 23 days per year.

Employees may roll over up to ten (10) vacation days from the prior year for a maximum of 25-33 days credit at any one time, depending on years of service. Employees will be able to schedule, at the employee's discretion, half of their allocation of vacation leave upon notice to their immediate supervisor, with thirty (30) days notice required for five or more consecutive vacation days. The balance of vacation is subject to the approval of the employee's immediate supervisor; said approval is not to be unreasonably withheld. If conflicting requests generate insufficient coverage, the supervisor will meet with the affected employees to resolve the conflict.

In the 2024-25 school year only, in order to afford unit members the opportunity to get their vacation balances into the above-referenced ranges, HFM BOCES will not enforce the maximum 10-day rollover. This provision will be enforced in the vacation balance rollover from the 2024-25 school year to the 2025-26 school year and beyond. Additionally, only in the 2024-25 school year to the 2025-26 school year rollover any vacation balances in excess of 25-33 will be added to the employee's sick time balance.

2. Vacation time may be accrued, but there is no guarantee that all vacation time may be used. Administrative approval is required prior to the use of all vacation time. Eligible employees will have the ability to sell back five (5) days of unused vacation leave per year at the applicable employee's daily rate of pay. The BOCES Human Resources and Business Offices will manage the process of managing and selling back accrued time.
3. 11 or 12-month bargaining unit members who are employed to work the same work year as the teachers, shall receive only the vacations granted the teachers.

C. **Holidays:**

1. All full-time, 12-month association member employees shall be entitled to paid holidays, as noted in the annual "Holiday Calendar for 12-Month and Office Employees," which includes:
 - (a.) Fifteen (15) paid holidays per calendar year for all employees covered under the employee agreement, which includes the eleven (11) federal holidays recognized by the United States Government.
 - (b.) The four (4) remaining holidays will be determined annually by the administration based on various factors, including:
 - Days in which federal holidays fall to ensure continuity and efficiency in operations.
 - State and/or locally recognized holidays that may be significant to our workforce or community.
 - (c.) Handling of holidays falling on weekends:
 - Holidays that fall on a Saturday will be observed on the preceding Friday.
 - Holidays that fall on a Sunday will be observed on the following Monday.
 - (d.) Any 10-month, 11-month, or part-time staff will receive holidays prorated in accordance with the effort of their appointment, ensuring equitable treatment across all employment categories.
 - (e.) Twelve-month secretarial staff (which includes 12-month typists, senior typists, account clerks, inventory clerks, senior account clerks, principal account clerks, and the cook- manager) may also be granted, at the sole and unreviewable discretion of the Superintendent, an additional "option week" off. Custodial Workers, Bus Driver- Custodial Workers, Mail Couriers, the Groundskeeper, and any Unit member who chooses to waive the "option week" benefit shall be entitled to an annual \$375 payment. This provision shall not apply to employees hired after July 1, 2006. The decision not to grant such a week off will be non-grievable by the Association.

**ARTICLE 8 - WORKDAY, WORKWEEK, OVERTIME, OUT-OF-TITLE
WORK, AND HOLIDAY PAY**

A. Workday:

1. The workday for the following titles shall be 7 hours:
Assistant Employment Training Specialist
Food Service Helper (10-month)

2. The workday for the following titles shall be 7.5 hours:
Account Clerk/Typist Records Management Clerk Typist
Account Clerk Senior Typist
Senior Account Clerk Clerk
Principal Account Clerk Cook-Manager (10 months)

3. The workday for the following titles shall be 8 hours:
Custodial Workers Bus Driver/Custodial Workers
Groundskeeper Mail Courier
Maintenance Mechanic Automotive Mechanic

4. The employee workday shall be inclusive of a thirty (30) minute duty-free lunch period and one (1) fifteen (15) minute duty-free break period before lunch.

5. In accordance with Board of Education Policy #6302, Benefits – 12 Month Employees (Summer), the work day during the summer office hours for the standard daily shift will be 8:30 a.m. to 3:30 p.m. If necessary, to complete requested tasks at the discretion of the supervisor, time may be reverted to the regularly scheduled shift. Operations staff shall receive a thirty (30) minute adjustment to be scheduled by the Supervisor. Summer hours shall commence immediately after Closing Day and shall expire the last working day prior to Opening Day.

B. Workweek:

The workweek for employees shall generally be Monday-Friday. However, the BOCES reserves the right to establish a workweek that varies (i.e. Tuesday-Saturday or Sunday Thursday).

C. Overtime:

1. All overtime shall only be done with the prior approval of the employee's immediate supervisor or other BOCES Administrator. The BOCES will not be obligated to pay for any overtime work performed by an employee who fails to get prior approval from his/her immediate supervisory or other BOCES Administrator. Subject to the approval of the immediate supervisor, employees may take compensatory time off instead of receiving pay for hours worked at the direction of the immediate supervisor over their regularly scheduled workweek, in no case to exceed forty (40) hours.
2. When the need for overtime arises, the BOCES Administrator shall ask for volunteers from a rotational overtime roster of employees by job title. Such distributions shall be made on a rotational basis, meaning employees who perform at least one (1) hour of overtime shall be placed at the bottom of the

rotational overtime roster. The initial rotation list shall be set up on the basis of seniority; management-confidential employees shall be excluded from the list. Refusal of overtime shall be treated as overtime worked for the purpose of placement on the rotational list. Requests and/or assignments for over time will be made on an equitable basis amongst eligible employees. If no employee accepts the voluntary overtime assignment, the BOCES shall use inverse bargaining unit seniority (i.e., juniority) to assign the mandatory overtime, provided that the employee shall not move on the rotational overtime roster if they are required to perform overtime.

3. All employees performing eligible overtime work beyond their normal workday or workweek will be compensated at the rate of time and one-half for such time.

D. Out-of-Title Work

1. Provided that the following conditions are met, an employee who is required to perform work in a title that receives a higher rate of pay than the employee's regular title shall be paid at the higher rate for the period of time (s)he is working in such title only if:

- (a.) a true vacancy or long-term leave of absence in the title exists (does not include short-term leaves of absence, vacations, sick leaves, etc.);
- (b.) the employee must take over all the responsibilities of the position and
- (c.) the vacancy or leave of absence exists, and the employee is assigned to such position for a period in excess of one (1) month.

2. The performance of only some of the duties of a title which receives a higher rate of pay than the employee's regular title or the performance of such duties on a short term basis (i.e. less than one (1) month) shall not entitle the employee to the higher rate of pay.

E. Holiday Pay

Employees who are required by a BOCES Administrator to work on a regularly scheduled holiday (as set forth in Article 7(C) above) will be paid double time for all such hours requested by the BOCES Administrator.

F. Emergency Closings and Delays of the Campus:

In the event of emergency closings and/or delays of the campus due to inclement weather, unforeseen circumstances, and/or an act of God, when Unit Members are deemed essential and required to report to work, they shall receive additional remuneration under the following conditions. School closure shall be understood to mean those circumstances when an unforeseen event or act of God has caused the cancellation of regular school/workday operations, and all other BOCES employees are told not to report to work.

- 1. A school delay shall be understood to mean those circumstances when an unforeseen event or act of God has caused a delayed opening by one or two hours or at an announced particular opening time instead of canceling an entire school/workday and all other BOCES employees are told not to report to work until opening time.
- 2. An early release shall be understood to mean those circumstances when an unforeseen event or act of God has caused all other BOCES employees to be released from work prior to the end of their regularly scheduled workday at an announced particular time. An early release shall not refer to those days for which there is a planned early release

of students for the purposes of conducting a drill, staff professional development, or other planned, nonemergency early release included as a part of the school calendar as approved by the HEM BOCES Board of Education.

3. In the event the District Superintendent closes, delays, or announces an early release for the main campus of HFM BOCES due to inclement weather, unforeseen circumstances, and/or an act of God.
4. HFM BOCES non-essential employees that are not required to report to work shall still be compensated at their regular rate of pay. Employees deemed non-essential shall still remain available during normal contractual hours for work related business.
5. Employees deemed essential by the District Superintendent (or their designee) due to the nature of their position (including but not limited to Custodial Workers, Maintenance Mechanics, Groundskeepers, Automotive Mechanics, and Business Office Staff) may still be required to report to or remain at a worksite. Essential employees who are required to report to the work site will be paid for hours worked as follows:
 - (a.) School Closure: Fifty dollars per hour (\$50/hour) for time worked at the worksite as a part of their regularly scheduled workday in addition to their regular rate of pay.
 - (b.) School Delay: a stipend of twenty-five (\$25) dollars per hour for time worked at the worksite as a part of their regularly scheduled workday prior to the announced campus opening in addition to their regular rate of pay.
 - (c.) Early Release: a stipend of twenty-five (\$25) dollars per hour for time worked at the worksite as a part of their regularly scheduled workday after the early release, in addition to their regular rate of pay.
 - (d.) Employees deemed essential that are required to report to work outside of their regularly scheduled workday, inclusive of weekends or holidays, for the purposes of conducting snow or ice removal (Custodial Workers, Maintenance Mechanics, Groundskeepers, Automotive Mechanics and Bus Driver/Custodial Workers) shall be paid a Snow and Ice Removal Rate of fifty dollars per hour (\$50/hour), for any hours scheduled and worked onsite outside of their regularly scheduled workday. Individuals who receive this pay will not be eligible for call-back pay in accordance with subsection G of Article 8.
6. Association Members at HFM BOCES can be deemed "essential" only by the District Superintendent (or their designee) for critical tasks needing to be performed at HFM BOCES locations in order to maintain continuity of business.

- G. Employees who are called in at times that are not immediately before or after their normal shift hours shall be guaranteed a minimum of four (4) hours of call-back time, as long as such employees work for two (2) hours for the BOCES on such occasions when they are called back. Call-back pay does not apply to situations when employees are required to work immediately before or immediately after their normal shift. Instead, call-back pay applies to situations when employees are called into the BOCES at times that do not line up with the start of their shifts or called back to the BOCES after they have left the BOCES following their normal shifts. In other words, call-back pay differs from an extension of the workday when employees are otherwise paid overtime.

ARTICLE 9 - PREGNANCY AND CHILDCARE

1. A pregnant employee shall be entitled to use her accrued sick leave, if any, during the period of pregnancy-related disability as certified by her physician.

2. Any employee will be granted a one (1) year unpaid child care leave upon the delivery or adoption of an infant for the purpose of caring for such infant at home. (An infant is defined as a child under the age of three years.) Upon written request of the Board, an employee on unpaid child care leave will be granted an extension of such leave up to a maximum of one (1) additional year. Child care leave beyond two (2) years may be granted at the discretion of the Board.

ARTICLE 10 - JURY DUTY

It is recognized that a call to jury duty is a responsibility of the citizenry, and the HFM BOCES intends to support that responsibility. Once a CSEA unit member is actively engaged in jury duty on any given day past, they will not be required to report to work and will face no deduction. Actively engaged requires physical presence at the location of jury duty, and submission of proof from the court system (juror history report, juror service record, affidavit of juror attendance, etc.) for payroll purposes is required.

ARTICLE 11- INSURANCE

A. Health Insurance:

1) Commencing July 1, 2018, employees will have a choice between the CDPHP- PPO and the High Deductible Plan, CDPHP-HDEPO. The employee opting to remain with the PPO will pay 20%, 22%, and 25% contributions of their applicable coverage over three years. (i.e., 20% for 2018-2019, 22% for 2019-2020, 25% for 2020-2021, and thereafter until the contribution rate is changed by the parties).

- a. The percent (%) contribution by employees to health insurance premium costs will be based upon a percent increase to premium costs that exceeds 5%. If the collective bargaining units keep costs contained within the agreed-upon percentage (i.e., not to exceed 5%), there will be no required contribution for the premium costs for the High Deductible Plan. If the cost increase for the agreement surpasses the agreed-upon percentage threshold (not to exceed 5%), the employee will contribute any percentage increase over that threshold. The BOCES will contribute \$2000/\$1000 to employee HSA accounts in the 2018-2019 school year. If the premium cost for health insurance for 2018-2019 falls below the 5% threshold, employees can be rewarded with increases in their HSA. The amount of that increase will be determined by the Health Insurance Governing Board.
- b. Active employees who are 65 or older and have Medicare Parts A or B, or both, will be given lower premium rates than those described in Paragraph (1)(a) above. The rates for such employees will equal the difference between what is deposited in the employees' Health Savings Accounts and the amount of the deductible paid by the employee. For example, in the 2019-2020 school year, employees with the HDEPO plan will receive \$2,195 from HFM BOCES; the deductible for a Family Plan, Self/Spouse Plan, or Child(ren) Plan was \$3,000. Therefore, employees who are 65 or older and have Medicare Parts A or B, or both, would pay a premium rate of \$805 (i.e., \$3,000-\$2,195) per annum, or \$67.08 per month. For an Individual plan which has a deductible of \$1,500, while HFM BOCES employees receive \$1,195-would have a rate, for employees who are 65 or older and have Medicare Parts A or B, or both, of \$305 (i.e., \$1,500-\$1,195) per annum, or \$25.42 per month.
- c. Employee contributions to their health plan can be mitigated by the Health Insurance Governing Board by modifying the deductible in the health plan or other parts of the health plan. The Health Insurance Governing Board will work with the HFM BOCES insurance broker to create this opportunity.
- d. The Health Insurance Governing Board will determine the amount of the employee contribution towards the deductible for the 2019-2020 and 2020-2021 school years. In any year, the Governing Board can create incentive plans that will decrease the amount of employee contributions to the deductible. In addition, employees will contribute the applicable percentage contribution towards health insurance costs as set forth in Section 1, Paragraph A.

- e. In any given year, the Board of Education will not pay above the maximum out of pocket deductible into an employee's HSA.

2) Insurance for Retirees

- a. In retirement, given the minimum of ten year's service to HFM BOCES the BOCES will provide health insurance as outlined in this section. Upon death of the insured employee, there shall be no surviving spouse or family coverage, except as provided under COBRA regulations, or in the event both spouses were/are eligible HFM BOCES retirees, in which case the health insurance plan is portable to the surviving spouse as individual or self/child(ren) coverage if there are eligible children under the age of 26. Employees with less than ten years service and more than 5 years of service will be eligible for coverage as noted in this section with the Board to pay 50% of the premium.
- b. All retirees eligible for Medicare will receive a health care package as determined by the Health Insurance Governing Board.
- c. If the retiree is eligible for Medicare Advantage but does not qualify for any reason, he/she will be moved to a high deductible plan or whatever plan is offered by HFM BOCES at that time. Any benefits or contributions received or required by active members will be granted to these retirees.
- d. Those retired but not yet 65 can opt to either keep the CDPHP -PPO or equivalent plan or move into the CDPHP-HDEPO high deductible plan which includes the HSA as described in Section 1. Any benefits or contributions received or required by active members will be granted to these retirees. Upon becoming Medicare Eligible, these same retirees will move into the Medicare Advantage Program or whatever program is offered to retirees by HFM BOCES at that time.

3) New employees and employees rejoining employment with the BOCES following a Reduction In Force (RIF) will only be offered a High Deductible Insurance Plan. A new Employee is defined as any person starting employment with the BOCES on or after July 1, 2018.

- a. New employees' contributions to the deductible and the health plan premium will be determined by the Health Insurance Governing Board.
- b. 10 month employees hired on or before September 30th of any given school year will get the full HSA contribution as determined by the Governing Board. Employees who are hired on or after October 1 of any given school year will receive a pro-rated HSA. The pro-ration for the 10 month employee will be based on 10 months.
- c. 12 Month employees will be pro-rated by 12 months.

4) The Health Insurance Buy Out as outlined in the various collective bargaining agreements will remain the same. The Buy Out will be pro-rated the same as the HSA.

5) Health Insurance Governing Board

- a. The Health Insurance Governing Board (HIGB) is empowered by the ratification of this agreement to make modifications in the HFM BOCES Health Insurance Plan to contain

cost increases associated with employee health insurance. The HIGB is empowered to change plans or carriers provided comparable coverage, as deemed appropriate by the HIGB, results from such a change. The HIGB is also empowered to review and make modifications to the HFM BOCES dental insurance plan to contain cost increases associated with employee dental insurance. The HIGB will only make such modifications if the cost increase exceeds the threshold set in Section 1 paragraph a. Cost containment and, where possible, improvements in the quality of the plan should be considered by the HIGB. The HIGB cannot approve a health insurance plan that surpasses the cost of the current year plan under review. In other words, the HIGB cannot approve a change to a different health insurance plan that costs more than the plan that is currently in existence at the BOCES.

- b. The voting members of the HIGB will be the Presidents of each bargaining unit ratifying this agreement or their designees, the District Superintendent, President and Vice President of the Board of Education or their designees. Any designee of the Presidents of the bargaining units must be an active employee. Each bargaining unit is allowed to include up to 3 non-voting members to participate in the meeting. The non-voting members must be active employees.
- c. Any voting member of the HIGB can convene the group if there is an issue to be discussed. At a minimum, the HIGB will meet in January to review progress of the agreement and any new legislation associated with health care. The group will use this time to review the upcoming rates for the next year and make any adjustments to the health insurance plan deemed necessary.
- d. The HFM Health Insurance Plan can only be modified by a unanimous vote of all voting members of the HIGB.

6) **HSA Funding**

- a. Active employees will receive 1/3 of the agreed-upon RSA funding for a given school year on July 1; if they are still active employees on October 15th of the same school year, they will receive the remaining 2/3 of the HSA funding on Oct 16th. If an employee has a circumstance in which their medical bills exceed the 1/3 deposited prior to receiving the final 2/3 of the HSA funding, he or she may approach the District's Chief Financial Officer or designee with documentation to apply for early-funding of his or her entire HSA to cover the costs.

7) The language in this agreement supersedes any other health insurance language in the collective bargaining agreements. In other words, if there is any conflicting or inconsistent language in any bargaining unit's collective bargaining agreement relating to health insurance, this agreement will be controlled, and the provision of the collective bargaining agreement will be deemed null and void.

B. Dental Insurance

1) The BOCES Board will contribute 85% of the premium cost of an individual or family dental insurance plan for eligible members of the bargaining unit and their dependents. The dental insurance carrier and plan will be determined by the HIGB and the Board of Education. No change in the carrier or plan will

be made until after the Association President is notified. Any new carrier or plan must provide benefits which are on balance equal to or better than the plan in effect at the time of the change. The reduction in any benefit(s) or the increase(s) in any payment(s) made to any health care provider by an employee shall not alone cause the new plan to be deemed, on balance, not "equal to or better than" the plan in effect at the time of the change.

2) In retirement, the BOCES retiree may join the current dental program based on the same coverage he/she had in the last year prior to retirement at his/her own expense. In the event of death of the retired BOCES employee, the spouse and/or family will no longer be covered except as provided under COBRA regulations.

3) Employee dental coverage will include preventative sealants.

C. **LESS THAN FULL TIME EMPLOYEE BENEFITS:** The above insurance coverage is available to all employees employed half-time or greater. Employees employed less than half-time shall have the option of coverage at their own expense at group rates.

ARTICLE 12 - ACCIDENT INDEMNITY

Whenever a full-time employee is absent from employment because of personal physical injury resulting from the appropriate performance of his/her assigned duties, regular salary payments will be made with the understanding that any sum received from workers' compensation insurance or any other public insurance, shall be remitted to the Board until such time in that same school year that the employee is certified by a physician to be capable of returning to work. During that first school year of absenteeism, no personal sick leave will be deducted from the employee. Thereafter, sick leave will be deducted until such time as sick leave benefits are exhausted. With the exhaustion of sick leave, the Board may grant a leave of absence for the remainder of that school year without pay.

ARTICLE 13 - PAYROLL DEDUCTIONS

It is agreed to permit bargaining unit members to participate in income protection plans, local, state and national dues, credit unions and other Board approved deductions involving no direct cost to the Board. The Board will act as agent only to make appropriate deductions for the benefit of bargaining unit members. Deductions will be permitted on a monthly basis and will be remitted to the Association monthly. No deductions will be taken unless the employee requesting such deductions personally submits an authorization to the BOCES Treasurer.

ARTICLE 14 - RETIREMENT PLAN AND BONUS

A. Retirement Plan: The BOCES shall continue to provide retirement plan 75i for all members of the New York State Employees Retirement System. (Note: This plan may be called Plan A 14 for Tier 3 employees and A 15 for Tier 4 employees.)

B. Retirement Bonus: The following benefit shall be available to qualified bargaining unit members who retire from the BOCES on or after June 30, 1993:

1. Bargaining unit members who submit a written letter of resignation to the BOCES Board prior to December 1, which letter is accepted by the Board of Education of the BOCES as a resignation for retirement purposes effective June 30 of that school year, and who complete the school year as a working employee through June 30, shall receive a benefit payment based upon accumulated sick leave at the time of retirement multiplied by \$50.00 per day.
2. Bargaining unit members planning to retire in January who wish to take advantage of this benefit must submit their letter of resignation for retirement purposes at least six (6) months in advance for immediate acceptance by the Board of the BOCES.
3. The benefit payment will be made by the BOCES on or before July 31 of the school year of retirement.
4. Should a major change of circumstances occur after the September date of filing the letter of resignation for retirement purposes, a bargaining unit member may request a withdrawal of the resignation. The request must be in writing and outline the circumstances involved. It is understood that there is no guarantee the request will be granted. In any event, the request for withdrawal should occur prior to December 1. For a January retirement, the request for withdrawal must be received by the BOCES no later than November 15.
5. Upon retirement, in lieu of the benefit in Article 7, Section B(2), the retiree may be paid at their current rate of pay for up to ten (10) unused vacation days in their year of retirement that were earned in accordance with Article 7. Said payment for up to ten (10) unused vacation days may be cash, contribution to the employee's 403(b), or contribution to the employee's HSA, as long as the payment does not exceed the contribution cap for the year.

ARTICLE 15 - COMPENSATION

A. Mileage reimbursement for travel from one work assignment to another shall be at the rate established by the IRS.

B. Compensation:

Utilizing the 2023-2024 salary as a base, each member of the bargaining unit shall receive an annual salary adjustment as follows:

2024-2025	4%	+	\$1,000	(flat amount)	base salary	increase.
2025-2026	4%	+	\$1,000	(flat amount)	base salary	increase.
2026-2027	4%	+	\$500	(flat amount)	base salary	increase.
2027-2028	4%					
2028-2029	4%					

All percentage increases will be added before the monetary amount is added to the base increase.

*In the 2024-2025 school year, bargaining unit members in the following titles will receive a 4% increase + \$3,000 (flat amount) base salary increase: Account Clerk, Account Clerk/Typist, Principal Account Clerk, and Senior Account Clerk

C. Service Increment:

Five (5) years	\$2,000 added to base.
Ten (10) years	\$2,000 added to base.
Fifteen (15) years	\$2,000 added to base.
Twenty (20) years	\$2,000 added to base.
Twenty-five (25) years	\$2,000 added to base.

In the 2024-25 school year, staff serving during the in-between years, as indicated below, having previously received a longevity payment, will receive a one-time base salary adjustment to maintain equity as follows:

6-9 years	\$1,300 added to base.
11-14 years	\$1,000 added to base.
16-19 years	\$300 added to base.

D. Starting Wage:

Each new bargaining unit member shall receive a minimum starting wage as follows:

2024-2025	3% increase + \$500 (flat amount) base salary increase*
2025-2026	3% increase + \$500 (flat amount) base salary increase.
2026-2027	3% increase + \$250 (flat amount) base salary increase.
2027-2028	3% increase
2028-2029	3% increase

Schedule of starting wages:

Position	24-25 Starting Salary	25-26 Starting Salary	26-27 Starting Salary	27-28 Starting Salary	28-29 Starting Salary
Account Clerk(/Typist)	37,345.56	38,965.93	40,384.90	41,596.45	42,844.34
AETS (10 mos)	32,825.59	34,310.36	35,589.67	36,657.36	37,757.08
Automotive Mechanic	44,375.43	46,206.69	47,842.89	49,278.18	50,756.52
Automotive Mechanic Helper	43,875.92	45,692.19	47,312.96	48,732.35	50,194.32
Bus Driver/Custodial Worker	41,857.19	43,612.90	45,171.29	46,526.43	47,922.22
Clerk/Lib. Clerk (11 mos)	30,105.74	31,508.92	32,704.18	33,685.31	34,695.87
Cook-Manager (12 mos)	37,772.02	39,405.18	40,837.34	42,062.46	43,324.33
Custodial Worker	32,423.51	33,896.22	35,163.10	36,218.00	37,304.54
Food Service Helper (10 mos)	24,821.52	26,066.17	27,098.15	27,911.10	28,748.43
Groundskeeper	33,422.86	34,925.54	36,223.31	37,310.01	38,429.31
Mail Courier	34,224.66	35,751.40	37,073.94	38,186.16	39,331.75
Maintenance Mechanic	43,611.44	45,419.79	47,032.38	48,443.35	49,896.65
Principal Acct. Clerk	43,958.74	45,777.50	47,400.82	48,822.85	50,287.53
Records Mgmt. Clerk (12 mos)	33,769.99	35,283.09	36,591.58	37,689.33	38,820.01
Senior Account Clerk	38,919.96	40,587.55	42,055.18	43,316.84	44,616.34
Senior Typist	33,769.99	35,283.09	36,591.58	37,689.33	38,820.01
Typist	32,982.21	34,471.68	35,755.83	36,828.51	37,933.36

HFM BOCES reserves the right to adjust starting salaries based on relevant experience beyond the minimum qualifications. Salaries may be increased for candidates with exceptional qualifications beyond the minimum required by Fulton County Civil Service. HFM BOCES will review applicants' experience during the hiring process and determine any additional compensation. Adjustments will be based on a case-by-case evaluation of relevant experience. HFM BOCES will work to ensure equity across existing members' pay rates while considering additional experience and starting pay.

*In the 2024 increaseschool year, the following titles will receive a 3% increase + \$2,500 (flat amount) base salary increase: Account Clerk, Account Clerk/Typist, Principal Account Clerk, and Senior Account Clerk

E. Uniforms:

To enhance team unity and professional appearance, HFM BOCES will provide certain employees with five (5) Short Sleeve T-shirts, Long Sleeve T-Shirts or Polo Shirts per year to be used as a daily uniform. Titles include: Custodial Worker, Groundskeeper, Bus Driver/Custodial Worker, Maintenance Mechanic, Automotive Mechanic and Mail Courier.

Details:

1. Annual Provision:
 - Each member will receive five (5) T-shirts annually in colors as approved by the Assistant Superintendent for BOCES Operations or their designee.

- Uniforms will be ordered every July to ensure availability for the entire year.
2. New Members:
 - New association members will receive their uniforms in July following their date of joining.
 - This ensures that all members are provided with uniforms at the same time each year.
 3. Daily Usage:
 - It is required that members will wear the provided shirts on a daily basis.
 - Shirts should be laundered regularly to maintain a neat and professional appearance.
 4. Benefits:
 - Consistency: A standard uniform promotes a cohesive brand image.
 - Equality: Equal access to uniforms fosters a sense of fairness among members.
 - Professionalism: A daily uniform enhances the professional presence of our team.
 5. Implementation:
 - A selection of sizes will be made available to accommodate all members.
 - The design will be consistent with the organization's branding guidelines.
 - Members will be consulted on comfort and fit to ensure practical daily wear.

F. Shoe Allowance:

HFM BOCES agrees to provide a safety footwear allowance of up to \$200 per year for association members. Employees are eligible for this allowance if their job duties require safety footwear. Eligible titles include: Custodial Worker, Groundskeeper, Bus Driver/Custodial Worker, Maintenance Mechanic, Automotive Mechanic and Mail Courier. Safety footwear must comply with the following industry standards and be suitable for the work performed:

- ASTM F-2412-2005 (“Standard Test Methods for Foot Protection”) and ASTM F-2413-2005 (“Standard Specification for Performance Requirements for Protective Footwear”); or
- ANSI Z41-1999 (“American National Standard for Personal Protection – Protective Footwear”); or
- ANSI Z41-1991 (“American National Standard for Personal Protection – Protective Footwear”).
- The Occupational Safety and Health Administration (OSHA) provides a standard, 29 CFR 1910.136, which clearly outlines the requirements for protective footwear. OSHA does not prescribe specific brands or models of footwear, but focuses on performance standards. As a result, safety footwear should be chosen utilizing the above standards which ensure impact resistance, compression resistance, and other protective requirements.

This allowance is a reimbursable allowance. To claim the allowance, employees must annually submit an itemized receipt indicating the specific brand and model of the purchased safety footwear and the associated safety standards that they meet. The Business Office will develop a form and submission process for employees to provide receipts for reimbursement. Employees can review OSHA's standard, 29 CFR 1910.136 to ensure that they understand the required criteria for safety footwear prior to purchase:

<https://www.osha-slc.gov/lawsregs/Regulations/standards/29-cfr-1910-136/>

ARTICLE 16 - ASSOCIATION RIGHTS

The CSEA Unit President, or his/her designee, shall be allowed reasonable time to attend to Association business, provided that such business does not interfere with the essential duties of the employee's job and provided the President receives the prior approval of a BOCES administrator.

ARTICLE 17 - SAVINGS CLAUSE

The parties recognize that this Agreement has been entered into pursuant to the Public Employees Fair Employment Act. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, or where the Board is without authority to act, then such provision or application shall not be deemed to be valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE 18 - STATUTORY PROVISION

One of the amendments to Article 14 of the Civil Service Law (Taylor Law) enacted by the 1969 Legislature is an added Section 104-a which reads:

"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 FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL"

AGREEMENT 19 - DURATION

This Agreement will be in effect from July 1, 2024, through June 30, 2029, without change, except in the case of a mutual agreement to reopen the negotiations subscribed to by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective representatives on this . _ day of.

FOR THE ASSOCIATION

Dated: 10/30/24

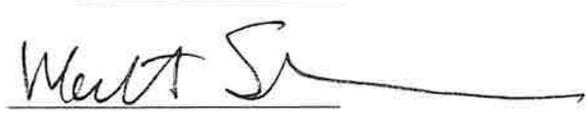


John Walrath

Association President

FOR THE HFM BOCES

Dated: 10.30.24



Matt Sullivan

BOCES Board of Education President

Dated: 10/30/24



Dean Ellis

CSEA Labor Relations Specialists

APPENDIX "A" - SICK LEAVE BANK PROGRAM

Hamilton-Fulton-Montgomery Board of Cooperative Services (also "HFM BOCES ") and the Civil Service Employees Association (also "CSEA") wish to make available a sick leave bank program of those employees who wish to donate accruals to other employees in a time of need. The sick leave bank program has been discussed by the Parties as means to provide leave with pay to employees who may require additional accruals in situations of catastrophic illness or injury to both themselves and their immediate families. Sick leave bank and donation program does not increase the amount of sick leave provided to employees by HFM BOCES but merely allows for the voluntary transfer of sick accruals to those in a time of need.

NOW, the parties agree to the terms of the sick leave bank program as follows:

1. Employees who suffer or incur a catastrophic injury or illness or whose qualified immediate family has incurred a catastrophic injury or illness may participate in the sick leave bank program.
2. Immediate family will be defined as: wife, husband, parent, parent-in-law, son, daughter, sister, brother, grandparent, grandchild, step-child, step-parent or domestic partner living in the employee's household.
3. In order to be eligible to participate in the sick leave bank program, the employee must have been an employee for at least one (1) year with HFM BOCES, must have donated at least three (3) days of sick leave accruals during the fiscal year, and must exhaust all sick leave and other accruals, such as, but not limited to, vacation, personal leave, compensatory time, etc. The employee donation prescribed by this Section shall be required for eligibility to receive sick leave accruals from the bank.
4. Bargaining unit members who satisfy the eligibility requirements set forth above may draw from the sick leave bank up to a maximum of forty-five (45) days per catastrophic illness or injury to the employee or employee's immediate family, whichever may be applicable.
5. The sick leave bank shall have a cap of up to 200 days of accumulated sick leave on balance. Eligible employees shall be able to draw sick leave accruals from this sick leave bank consistent with eligibility requirements contained in this Agreement.
6. The sick leave bank shall be renewable when the balance drops below 100 days.

7. This program shall be jointly administered by the HFM BOCES's Superintendent Director, or his/her designee, and the CSEA Unit President, or his/her designee.
 - a. The administering designees must both (all) agree on the approval of the application to the sick leave bank in order for the member to be entitled to any such leave.
 - b. The administering designees of this program shall have the power to grant additional time from the sick leave bank, if available, beyond the limit specified in paragraph 4 above.
 - c. The administering designees of this program shall have the HFM BOCES to develop specific procedures to further - implement the provisions of the sick leave bank program.
 - d. The administering designees of this program shall make recommendations for future modifications of this program.
 - e. A member whose request has been denied may ask for a meeting with the administering designees. Any decision rendered after such a meeting shall be considered final and shall not be reviewable under the grievance procedure of this collective bargaining agreement.

8. In the event terms or applications of the sick bank program conflict with any provision of the Collective Bargaining Agreement, the language contained in the Collective Bargaining Agreement will take precedent.

HEALTH INSURANCE PROPOSED PLAN

Amendment – February 26, 2025

WHEREAS, the employees of the HFM BOCES are provided health insurance in accordance with the terms set forth by its Health Insurance Governing Board (“HIGB”), made up of representatives from each bargaining unit, the District Superintendent, President of the Board, and other designated parties as authorized by the HIGB agreement; and

WHEREAS, the parties acknowledge that the HIGB is empowered and authorized, on behalf of each BOCES bargaining unit, to prescribe the health insurance provided to BOCES employees and identify cost saving measures, amongst other powers as designated by the HIGB Agreement; and

WHEREAS, in light of increasing costs to the current health insurance plan that are unsustainable for both the BOCES and its employees and retirees, the HIGB has met and considered changes to the HIGB agreement, including a change in brokers, carriers and available plans; and

WHEREAS, in light of the plans offered by the Fulmont Trust, the health insurance consortium HFM BOCES will join, the HIGB’s mission will be modified to reflect that it will become an advisory health insurance board, tasked with investigating options and solutions that will represent savings to the BOCES and/or employee in the areas of health, wellness, dental, and drug costs; and

WHEREAS, upon a unanimous vote of the HIGB on January 17, 2025, the HIGB wishes to memorialize the changes to the HIGB agreement, as follows:

1. Health Insurance Advisory Board

a. Mission

- i. Effective immediately, the Health Insurance Governing Board shall be referred to as the Health Insurance Advisory Board (“HIAB”). HIAB shall investigate and recommend to the BOCES changes in brokers, carriers, benefits and/or coverage, and identify and recommend plans or carriers to contain cost increases to employee health and dental insurance plans. The HIAB may recommend to the HFM BOCES a change in brokers, plans or carriers, provided such plan is comparable in coverage to the old plan, with such determinations made by the HIAB.

b. Voting and Composition

- i. The voting members of the HIAB will be the Presidents of each bargaining unit ratifying this agreement or their designees, the District Superintendent, President of the Board of Education or their designees. Any designee of the Presidents of the bargaining units must be an active employee. Each bargaining unit is allowed to include up to three non-voting members to participate in the meeting. The non-voting members must be active employees.
- ii. Any voting member of the HIAB may convene the group if there is an issue to be discussed. At a minimum, the HIAB will meet in January of each year to review progress of the agreement and any new legislation associated with health care. The group will use this time to review the upcoming rates for the next year and make any recommendations to the BOCES regarding the health insurance plan.

2. Supersedes Prior Agreements.

- a. The language in this agreement supersedes any other language or “bylaws” in the prior HIGB agreement. In other words, if there is any conflicting or inconsistent language in the prior HIGB agreement, this agreement will be controlling and the prior language will be deemed null and void.
- b. The parties agree and acknowledge that changes to the health insurance benefit provisions are a mandatory topic of negotiations, subject to negotiations with each bargaining unit.

3. Authority

- a. Members of the HIGB acknowledge they are cloaked with the requisite authority and empowered by each collective bargaining agreement to enter this Agreement on behalf of his/her applicable unit.

FOR HFM BOCES

David Zohar

Date: 2/27/25

FOR THE BTA

Nancy Trumbull

Date: 2/25/25

FOR THE CSEA

Dean Ellis

Date: 3/4/25

FOR THE BAA

Michael Marino

Date: 2/25/25

FOR THE OT/PT UNIT

Almata

Date: 2/25/25

FOR THE SRP UNIT

E. J. [Signature]

Date: 3/4/25

MEMORANDUM OF AGREEMENT
by and between the
Board of Cooperative Educational Services
Hamilton-Fulton and Montgomery Counties
and
HFM BOCES Teachers' Association,
BOCES Administrators Association,
School Related Professionals Unit,
CSEA,
OT/PT Bargaining Unit
February 26, 2025

WHEREAS, the Hamilton-Fulton-Montgomery Counties Board of Cooperative Educational Services (“BOCES”) and the HFM BOCES Teachers’ Association, BOCES Administrators Association, School Related Professionals Unit, CSEA, and OT/PT Bargaining Unit, are all respectively parties to collective bargaining agreements by and between the BOCES and each unit; and

WHEREAS, pursuant to the applicable collective bargaining agreement, the provision of health insurance is overseen and managed by the Health Insurance Governing Board (“HIGB”), of which each Association maintains representation; and

WHEREAS, the plans currently offered by the BOCES and the terms under which such plans are offered have become costly and unmanageable, leading the HIGB to pursue alternate health insurance options; and

WHEREAS, the BOCES and the Associations, upon consultation with the HIGB, desire to amend the respective collective bargaining agreements as it relates to the provision of health insurance, subject to the following terms and conditions:

1. Commencing July 1, 2025, each collective bargaining agreement for the units set forth herein shall be modified to reflect the provision of health insurance, as follows:

HEALTH INSURANCE

- a. Commencing July 1, 2025, the HFM BOCES (“BOCES”) shall provide to eligible unit members and their dependents health insurance coverage through the Fulmont Trust, as follows:
 - i. The BOCES will pay eighty-five percent (85%) of the applicable individual, 2-person, or family health insurance premium, with the employee paying the remaining fifteen percent (15%).
 - ii. Active employees who are 65 or older will be provided a Medicare Advantage Plan (“MAP”). The employee contribution for such plan as of July 1, 2025 shall be 5.7%. The percent contribution commencing each January 1 thereafter will be based upon a percent increase to premium costs which exceed 5% annually. If the cost increase for the MAP does not exceed 5% annually, there will be no additional percent contribution for the premium costs for such Plan. If the cost increase for the MAP surpasses 5%, the employee will contribute, in addition to regular percent contribution, any percentage increase over that threshold, up to a maximum equivalent of the percentage in effect for active employees on the non-MAP plan.

b. Insurance for Retirees

- i. In retirement, given the minimum of ten years' service to HFM BOCES, the BOCES will provide health insurance as outlined in this section. Upon death of the insured employee, there shall be no surviving spouse or family coverage, except as provided under COBRA regulations, or in the event both spouses were/are eligible HFM BOCES retirees, in which case the health insurance plan is portable to the surviving spouse as individual or self/children coverage if there are eligible children under the age of 26. Retirees may have access to the BOCES dental plan and must pay 100% of the premium; however, in the event of the retiree's death, the spouse and/or family will no longer be covered except as provided under COBRA regulations.
- ii. Employees with less than ten years' service and more than five years of service will be eligible for health insurance coverage as noted in this section with the Board to pay 50% of the premium.
- iii. Retirees shall move to a Medicare Advantage Plan upon reaching Medicare-age eligibility. The contribution for retirees on the MAP plan will be as set forth in Paragraph 1(a)(ii) above.
- iv. If the retiree is eligible for a Medicare Advantage Plan but does not qualify for any reason or in the event the retiree is not yet Medicare-age eligible, he/she will have access to the plan available to active employees or whatever plan is offered by HFM BOCES at that time. Any benefits or contributions received or required by active members will be granted to these retirees.

c. **Buyout.**

- i. The Health Insurance Buy-Out for the term of this Agreement will be two thousand five hundred dollars (\$2,500).

d. **Health Savings Account**

- i. Effective July 1, 2025, in light of transitioning to plans provided under the Fulmont Trust, the BOCES shall no longer fund employee HSA accounts; however, monies previously funded to and remaining in employee HSA accounts shall continue to remain available to the employee for qualified expenses until such funds are extinguished.

e. **Health Insurance Advisory Board**

- i. The Health Insurance Advisory Board shall investigate and recommend changes in brokers, carriers, benefits and/or coverage, and identify and recommend plans or carriers to contain cost increases to employee health and dental insurance plans. The HIAB is empowered to recommend to the BOCES a change in plans or carriers, provided the new plan is comparable in coverage to the old plan, with such determinations made by the HIAB.
- ii. The voting members of the HIAB will be the Presidents of each bargaining unit in the BOCES or their designee(s), the District Superintendent, President of the Board of Education or their designees. Any designee of the presidents of the bargaining units must be an active employee. Each bargaining unit is allowed to include up to 3 non-voting

members to participate in the meeting. The non-voting members must be active employees.

- iii. Any voting member of the HIAB can convene the group if there is an issue to be discussed. At a minimum, the HIAB will meet in January to review progress of the Agreement and any new legislation associated with healthcare. The group will use this time to review the upcoming rates for the next year and make any adjustments to the health insurance plan deemed necessary.
- iv. The HFM Health Insurance Plan, can only be modified by a unanimous vote of all voting members of the HIAB.

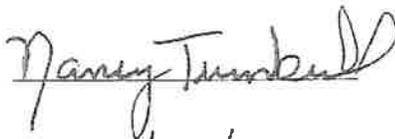
- 2. Provisions in each collective bargaining agreement as it relates to dental insurance and/or less than full-time employee benefits shall remain unchanged.
- 3. To the extent any collective bargaining agreement incorporates by reference the HIGB agreement, the units agree to update such collective bargaining agreement to include updated copies of the HIAB agreement, as modified by the HIGB.
- 4. To the extent this Memorandum of Agreement conflicts with any provision in the each unit's collective bargaining agreement, this Memorandum of Agreement shall be controlling and the provision within the collective bargaining agreement shall be null and void.
- 5. This Agreement is subject to Board approval.

FOR HFM BOCES



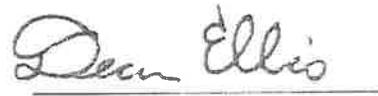
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FOR THE BTA



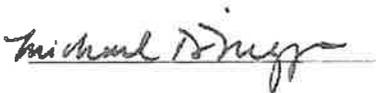
Date: 2/25/25

FOR THE CSEA



Date: 3/4/25

FOR THE BAA



Date: 2/25/25

FOR THE OT/PT UNIT



Date: 2/25/25

FOR THE SRP UNIT



Date: 2/26/25

November 30, 2020

MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE

BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF
HAMILTON-FULTON-MONTGOMERY COUNTIES AND THE

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

LOCAL 1000, AFSCME, AFL-CIO

BOCES Civil Service Employees Unit, Fulton County Local 818

This AGREEMENT, between the Board of Cooperative Educational Services of Hamilton-Fulton-Montgomery Counties (hereinafter referred to as the "Board" or "BOCES"), and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, on behalf of the CSEA Hamilton-Fulton-Montgomery BOCES Unit, Local 818 (hereinafter referred to as "CSEA" or "Association") hereby agree that the following changes shall be enacted and effective upon ratification by the Board.

All terms and conditions of employment set forth in the Agreement between BOCES and CSEA shall remain in full force and effect unless specifically modified by this Memorandum of Agreement.

This Agreement is without precedent and shall not bind the BOCES to waive any requirements of Article 14, Section B, (2) for any other member of the CSEA. Specifically, this agreement shall in no way obligate the BCOES to allow any member of the CSEA to resign their position with the BOCES for purposes of retirement if they do not follow the notification requirement of Article 14, Section B, (2).

BOCES and CSEA hereby agree as follows:

Article 14, Section B, will now read as follows:

Retirement Bonus:

The following benefit shall be available to qualified bargaining unit members who retire from the BOCES on or after June 30, 1993:

1. Bargaining unit members who submit a written letter of resignation to the BOCES Board six months prior to the intended date of retirement, which letter is accepted by the Board of Education of the BOCES as a resignation for retirement purposes, shall receive a benefit payment based upon accumulated sick leave at the time of retirement multiplied by \$50.00 per day. If an employee retires before June 30, the annual allocation of sick days will be prorated for this retirement benefit.

2. ~~DELETED~~ Bargaining unit members planning to retire in January who wish to take advantage of this benefit must submit their letter of resignation for retirement purposes at least six (6) months in advance, for immediate acceptance by the Board of the BOCES.
2. The benefit payment will be made by the BOCES on or before July 31 of the school year of retirement.
3. Should a major change of circumstances occur after the date of filing the letter of resignation for retirement purposes, the employee may request a withdrawal of the resignation at least 45 days before the anticipated retirement date. The request must be in writing and outline the circumstances involved. It is understood that there is no guarantee the request will be granted.

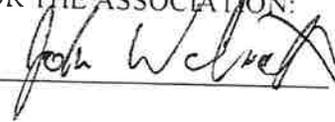
This agreement is subject to approval of the Board of Education of the BOCES.

FOR THE BOCES:



Dr. David Ziskin

FOR THE ASSOCIATION:



[President]

4/22/21

ESA, LAS COEA

4/22/21