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#### **Contract Database Metadata Elements**

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AD1/8010

# A GREEMENT

*Between the*

District Superintendent

*Of the*

Herkimer County BOCES

*And the*

Herkimer County BOCES  
Administrators' Association

School Years

~~7/1  
2007 - 2008~~

2008 - 2009

2009 - 2010

2010 - 2011 <sup>6/30</sup>

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



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**ARTICLE I**  
**PREAMBLE**

In order to effectuate the provisions of the Taylor Law and to encourage and increase the effective and harmonious working relationship between the Herkimer County Board of Cooperative Educational Services (hereinafter called "Board") and the administrative employees (hereinafter called "Administrators") of the Board, represented by the Herkimer County BOCES Administrators Association (hereinafter called "Association") affiliated with the School Administrators' Association of New York State, the Chief Executive Officer of the Board (hereinafter called "District Superintendent") and the Association enter this Agreement.

**ARTICLE II**  
**RECOGNITION**

The Herkimer County Board of Cooperative Educational Services recognizes the Herkimer County BOCES Administrators Association as the exclusive bargaining agent and representative for all administrative and supervisory personnel of the Herkimer County BOCES. Excluded from this recognition are the Chief Executive Officer, the School Business Manager, the Assistant District Superintendent, the Labor Relations Specialist, and all other administrators and supervisors who are members of another bargaining unit.

**ARTICLE III**  
**NEGOTIATION PROCEDURES**

- 3.1 Negotiations for a successor agreement will commence upon the written request of either party. Such request shall be made in the final year of the Agreement, not earlier than six (6) months prior to the expiration of the Agreement, except by mutual consent. The parties will then establish a mutually agreeable meeting date following such request.
  
- 3.2 At the initial meeting, the parties will exchange proposals. At the second scheduled meeting, either party will have the opportunity to introduce additional proposals. After this exchange of proposals, no new proposals will be submitted by either party without the mutual consent of both parties. This shall not, however, prohibit or restrain counter proposals from either party on the issues in negotiation.

- 3.3 Neither party in any negotiations shall have any control over the selection of the representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromise in the course of negotiations, subject, however, to final ratification of the Association and appropriate legislative action by the Board.
- 3.4 All negotiations shall be held in Executive Session.
- 3.5 Until, and if, impasse is reached, all releases to the media shall be done jointly.
- 3.6 When a tentative agreement is reached on an item, that agreement shall be reduced to writing, dated, and initialed by both parties.
- 3.7 The terms and conditions of employment provided in this Agreement shall remain in full force and effect unless altered by successive negotiations between the parties.
- 3.8 No official policies heretofore adopted by the Board are modified, abrogated, or amended by the Agreement except as specifically provided herein.
- 3.9 Both parties agree that negotiations will not be reopened on any item during the contract period except by written, mutual consent.
- 3.10 The Board shall bear the cost and responsibility of having this Agreement printed. The BOCES will provide each Administrator with a copy of the Agreement within thirty (30) days of the ratification by both parties. In addition, the BOCES will provide a copy of this Agreement to any new Administrator within two (2) weeks or his/her employment.

## **ARTICLE IV**

### **SAVINGS CLAUSE**

If any provision of this Agreement is or shall at any time be judged contrary to law in a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced or subject to the grievance procedure, except to the extent permitted by law. However, all other provisions of this Agreement will continue in effect.

**ARTICLE V**  
**WORK YEAR, HOLIDAYS, AND VACATIONS**

**5.1 Work Year**

Administrators shall work Monday through Friday from July 1 through June 30.

**5.2 Holidays**

The following holidays shall be granted to each administrator:

Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veterans' Day	Good Friday
Thanksgiving Day	Memorial Day
Day after Thanksgiving	President's Day

and two (2) floating holidays, which may be taken at any time during the year upon prior approval of the District Superintendent. (The floating holidays are uniform for all employees in the BOCES.)

**5.3 Vacations**

5.3.1 Each administrator shall have twenty (20) vacation days each fiscal year. The scheduling of each Administrator's vacation periods must be approved by the District Superintendent, who must receive the vacation request fourteen (14) calendar days before the first day of the requested vacation, except in emergencies. However, for vacations lasting three (3) days or less, sufficient notice, as is the current practice, shall be required.

5.3.2 Each administrator may, with the approval of the District Superintendent, carry over any unused vacation days from one fiscal year through August 31 of the next fiscal year. From September 1 of the next fiscal year until June 30, the administrator may carry over six (6) of those unused vacation days, which remained unused as of September 1. By way of example, if, at the end of the 2002-2003 school year, an administrator has ten (10) unused vacation days, with approval he or she may use any or all of them through August 30, 2003. If the administrator uses only two (2) of those unused days through August 30, he or she then



loses two (2), and may, with approval, use the remaining six (6) days through June 30, 2004.

- 5.3.3 On or before June 20 of each year, unit members who have unused vacation days shall inform the BOCES of the intent to receive reimbursement upon surrendering up to a maximum number of unused vacation days according to the following schedule:

<u>2007-2008</u>	Effective <u>2008-2009</u>	Effective <u>2009-2010</u>	Effective <u>2010-2011</u>
0 days	1 day	2 days	3 days

Payment for the requested unused days at the per diem rate of the unit member shall take place no later than the 2<sup>nd</sup> payroll in July. The per diem rate shall be determined according to the fiscal year in which the request was made.

## ARTICLE VI LEAVE FOR ADMINISTRATORS

### 6.1 Sick Leave

- 6.1.1 On July 1 of each year, each administrator shall be credited with fourteen (14) days of sick leave.
- 6.1.2 Days of sick leave shall be accumulated at this rate to a limit of two hundred forty (240) days.
- 6.1.3 Accumulated sick leave balances will be listed on each administrator's payroll check.
- 6.1.4 If an administrator is on sick leave on a day school is closed because of inclement weather or other emergency, that day shall not be deducted from his/her sick leave accumulation.
- 6.1.5 The parties agree that the Association may negotiate with the Herkimer BOCES' Teachers' Association for membership to their Sick Bank.

## 6.2 Personal Days

- 6.2.1 Up to three (3) personal leave days may be taken in a school year. Since these days are personal, no reason need be given. However, it is expected that the District Superintendent be given reasonable notice of such a day of leave when possible.
- 6.2.2 Unused personal days shall accumulate as sick days in the next contract year.

## 6.3 Leaves of Absence

In addition to the above, administrators shall be granted absence with pay each contract year for the following:

- 6.3.1 Time necessary for the performance of jury duty shall be granted with pay. An administrator who serves on a jury shall turn over to the BOCES any monies received for jury service, exclusive of reimbursed meals and mileage. If the administrator is needed for three (3) hours or less in any one day, or is on call by the court, he/she will report to work for the day or the remainder of it.
- 6.3.2 Time necessary for appearances in any legal proceedings connected with the administrator's employment with the BOCES, or because he/she has been subpoenaed in a legal matter, in which he/she is not personally involved, shall be granted with pay. If any remuneration is paid to the administrator for such an appearance, he/she shall turn it over to the BOCES, exclusive of reimbursed meals and mileage. If the administrator is needed for three (3) hours or less in any one day, or is on call by the court, he/she will report to work for the day or the remainder of it.
- 6.3.3 In the event of death in the immediate family, bereavement leave up to three (3) days per occurrence will be granted. Immediate family is defined as follows: spouse, children, sister, brother, grandchildren, parents and grandparents of either administrator or spouse, those who had been legal guardians of the administrator, and any other member of the household of which the administrator is a part. Additional days may be granted at the discretion of the District Superintendent.

6.3.4 Leave described in 1, 2, and 3 above will not be deducted from any other leave category.

**6.4 Leaves of Absence - Extended**

6.4.1 The Board shall grant a leave of absence for military service to any bargaining unit member in accordance with the state and federal laws and regulations in effect.

6.4.2 A leave of absence without pay or increment of up to one (1) year may be granted for personal reasons. Additional leave may be granted at the discretion of the Board.

6.4.3 Any tenured administrator whose personal illness extends beyond the period of accumulated sick leave may be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness to a maximum of two (2) years.

6.4.4 Sick leave and extended leaves of absence shall be available for maternity leave.

6.4.5 A leave of absence without pay for up to one (1) calendar year shall be granted for care of an infant child.

6.4.6 Other leave may be granted on request at the discretion of the District Superintendent.

**ARTICLE VII**

**PROMOTIONS, TRANSFERS, AND JOB SECURITY**

**7.1 Vacancies and Promotions**

Notification of promotional openings within the BOCES, applicable to members of the Association, will be given to the President of the Association and posted by the Chief Executive Officer. In the event that the qualifications of an applying staff member are substantially equivalent to an outside applicant, preference will be given the applicant from within the BOCES. However, final judgment will be determined by the Chief Executive Officer. Applicants will be notified in writing as to the disposition of their applications as soon as final determination has been made.

## 7.2 Involuntary Transfers

An involuntary transfer or reassignment shall be made only when it is both necessary and in the best interest of the BOCES. However, the Chief Executive Officer will make the final determination as to who will be transferred.

## 7.3 Job Security

### 7.3.1 Statement of Policy

The Association realizes that as a result of declining enrollment or budget constraints, it may become necessary for the Board to consolidate, or even in some cases abolish positions. The Board on its part agrees, since these situations develop slowly, public policy and the Board's educational mission are best served when such organizational changes come about as a result of planning and careful review of alternatives.

Consistent with this statement of policy, the Board further agrees:

7.3.2 Administrator will be notified at least three (3) months prior to the date on which these changes become effective.

7.3.3 These rights are in addition to any rights granted to an administrator under New York State Education Law §2510.

7.3.4 No tenured administrator shall be disciplined, reprimanded, or otherwise deprived of any professional advantage without due process.

7.3.5 Probationary administrators will be afforded applicable due process rights prior to any proposed termination of their probationary appointments.

## **ARTICLE VIII**

### **RIGHTS AND RESPONSIBILITIES OF ADMINISTRATORS**

#### 8.1 Notification and Consultation

8.1.1 Each administrator shall be consulted by the District Superintendent or his/her designee prior to actions affecting personnel or program

within that administrator's program area. These shall include, but not be limited to, selection of personnel, implementation of programs, and development of surveys and/or questionnaires.

8.1.2 Each administrator shall be consulted in all matters of professional personnel selection, assignment, transfer, or evaluation related to any program conducted in his/her program area.

8.1.3 Each administrator shall be consulted in the selection, assignment or transfer of non-certified personnel within his/her program area.

8.1.4 Each administrator shall be consulted in the preparation of the annual budget for his/her program area. In addition, once a budget is approved, the administrator shall have the authority to expend the monies approved using the procedure established by the District Superintendent and/or Business Office. Upon request, an administrator shall be provided with specific information regarding the status of his/her budget accounts in any areas within a reasonable time.

8.1.5 A copy of the Board agenda and minutes sent or given to the Board by the District Superintendent will be sent or given to the Association at the same time.

## **8.2 Job Descriptions**

8.2.1 The District Superintendent and each administrator shall prepare a job description, by function and area of responsibility, for each administrator.

8.2.2 All job descriptions shall be reviewed annually by the administrator and his/her immediate supervisor.

## **8.3 Protection of Professional Reputation**

8.3.1 Complaints by staff members, parents of students, students, community organizations or other interested parties, which are directed towards an administrator shall be called to the administrator's attention as soon as practicable, and if an answer is called for, the administrator shall have the opportunity to reply.

- 8.3.2 No complaint, letter or report directly against an administrator shall be used in evaluating an administrator unless formalized as indicated in Section 8.3.1 of this Article. No non-specific or anonymous complaint shall be used in evaluating an administrator, nor shall they be made a part of any file.
- 8.3.3 No material derogatory of an administrator shall be placed in any file unless the administrator has had an opportunity to review the material. The administrator shall acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents of the material. The administrator will also have the right to submit a written answer to the material and his/her answer shall be reviewed by the District Superintendent, initialed by him/her, and attached to the file copy.
- 8.3.4 An administrator shall have the right, upon request, to review the contents of his/her personnel file and to make copies of any documents in it. An administrator shall be entitled to have a representative of the Association accompany him/her during the review. The administrator's review must take place on a working day and no more than twenty-four (24) hours notice shall be required.
- 8.3.5 An administrator's personnel file will be open to review by the Board only when the Board acts in its official capacity in personnel matters.

#### **8.4 Legal Protection**

To the extent allowed in the New York State Education Law:

- 8.4.1 The Board agrees to save harmless and protect each administrator from financial loss as the result of an act performed while carrying out his/her duties as an administrator.
- 8.4.2 If criminal proceedings are brought against an administrator for an act committed while disciplining a student, the Board shall, upon the request of the administrator, provide legal counsel to him/her in such proceedings.
- 8.4.3 The administrator will, within five (5) days of the time he/she is served with any summons, complaint, process, notice, demand, or

pleading, deliver the original or a copy of it to the Board or its designated representative, and shall obtain a receipt for the delivery.

## **ARTICLE IX PROFESSIONAL DEVELOPMENT**

- 9.1 Each administrator will be allowed to attend state and national conferences each year upon the approval of the Chief Executive Officer. Reimbursement expenses for travel, meals, and lodging will be limited to reasonable and necessary.
- 9.2 Notification of proposed attendance shall be given to the Board or its designee in a timely manner. Time spent in attendance at these conferences, including travel time, shall not be counted as vacation time, holiday time, or personal leave time, but will be treated in all respects as part of the normal performance of duties during the work year.
- 9.3 The Board will appropriate monies to pay for tuition, fees, and textbooks at the SUNY rate for graduate courses taken by administrators at duly recognized colleges or universities. Courses shall be limited to six (6) paid credits per year, and must be approved in advance by the District Superintendent. Courses taken must be in the administrator's field of employment or personnel management. It is understood that the Board will not finance a full degree program for any administrator. The administrator shall furnish the Board with a transcript upon completion of the course(s).
- 9.4 If the BOCES requires participation in any professional organization, the BOCES will pay the dues for the administrator in that organization.

## **ARTICLE X EVALUATION**

- 10.1 Evaluation of administrators shall be done only by professional educators employed by the Board who are not members of any other bargaining unit.
- 10.2 A copy of the evaluation procedure is attached as Appendix A.
- 10.3 The District Superintendent or the Assistant District Superintendent shall share the results of any evaluation with the administrator in a post-evaluation conference and in writing. The administrator shall sign the written evaluation. By affixing his/her signature to the evaluation report, the

administrator acknowledges receipt of a copy of the evaluation, and such signature does not necessarily indicate agreement with the contents of the evaluation. The administrator may attach a written response to be appended to the written evaluation if the administrator wishes to do so.

## ARTICLE XI COMPENSATION

11.1 All unit members shall receive increases in his/her base salary effective on July 1 of the indicated year.

2007-2008:	3.9%
2008-2009:	4.1%
2009-2010:	4.2%
2010-2011:	4.3%

11.2 Following the application of the above percents (11.1 above), the Administrators who were employed as of the date of ratification shall receive a one-time pay equity adjustment according to the following schedule:

	2007-08	2008-09	2009-10	2010-11
Specialist	\$741	\$741	\$741	\$0
Asst. Principal	\$500	\$500	\$500	\$0
Principal (KF)	\$1,151	\$1,151	\$1,151	\$0
Principal (LG)	\$500	\$500	\$500	\$0
Director of Adult & Cont. Ed	\$500	\$500	\$500	\$0
Dir. of Spec. Prog.	\$793	\$793	\$793	\$0
Director CTE	\$815	\$815	\$815	\$0
	\$5,000	\$5,000	\$5,000	\$0



**ARTICLE XII**  
**INSURANCE, ANNUITIES, AND INDEMNITY**

**12.1 Health Insurance**

12.1.1 The BOCES shall pay the following percentage of the annual premium for the administrator's individual coverage or for his/her family coverage regardless of the administrator's date of hire. The employee shall pay the remainder. Benefits shall be those in the current group health and major medical plans or substantially equivalent to them.

July 1, 2007 - June 30, 2008	90%
July 1, 2008 - June 30, 2009	89%
July 1, 2009 - June 30, 2010	87%
Effective July 1, 2010	85%

12.1.3 The deductible per individual will be \$200 and for family \$450.

12.1.4 Each administrator will be eligible to enroll in the Pre-Tax (125) Plan.

12.1.5 The prescription drug card shall carry a co-pay of \$5 name brand/\$2 generic/\$0 mail order for all administrators in 2007-08. Effective July 1, 2008, the co-pay shall be \$10 name brand/\$5 generic/\$0 mail order for all administrators enrolled in the BOCES provided health insurance plan.

12.1.6 Upon the retirement of an administrator, the BOCES will continue to pay the same percentage of the retirees' health insurance costs as the BOCES paid at the time the administrator retired. In the event of the death of the retired administrator, his or her spouse may continue with the program if he/she reimburses the BOCES the amount of the premiums. Coverage will be provided at ninety percent (90%) cost to the surviving spouse for the first sixty (60) days following the month in which death occurs.

12.1.7 Administrator and spouse, upon attaining age 65, will be reimbursed Medicare premium on a quarterly basis.

12.1.8 The Administrator's Association shall be eligible to join the Joint Insurance Committee.

12.1.9 Each administrator shall be eligible to join any Flexible Benefits Plan that may be established.

12.1.10 The BOCES will offer an annual health insurance buy-out to all members of the bargaining unit who provide proof of enrollment in another bona-fide health insurance plan and choose not to participate in the plan offered by the BOCES in accordance with the following table:

	<u>Effective 7/1/05</u>	<u>Effective 7/1/09</u>
Family Plan	\$2,000	\$2,200
Individual Plan	\$800	\$900

Eligibility for payment shall continue until the employee requests reinstatement of health coverage, in writing, to the BOCES. Voluntary re-entry shall be subject to the open enrollment periods of the applicable health insurance plan. If conditions necessitate the unit member requesting reinstatement of health coverage due to loss of alternate insurance coverage, the BOCES will provide it upon written application by the employee, as long as all criteria of the applicable health insurance carrier are met.

Payment shall be made in the employee's final paycheck for the school year in which the employee was not enrolled in the health insurance plan. Employees leaving during the school year will be subject to a pro-rated payment.

Participating unit members will complete the BOCES Administrators Health Insurance Option Form (Appendix A).

## 12.2 Dental/Eye Care

The BOCES shall reimburse each administrator up to one hundred seventy five dollars (\$175) for his/her dental/eye care expenses each year. In addition, the administrator shall be eligible for reimbursement up to one hundred seventy-five (\$175) for the dental/eye care expenses of his/her spouse or child, provided the spouse or child does not have other dental/eye coverage. In that instance, the administrator shall not be eligible for coverage under this provision.

### 12.3 Life Insurance

12.3.1 The BOCES will provide each administrator with a policy in an amount equal to the administrator's salary rounded up to the nearest one thousand dollars (\$1,000).

12.3.2 The BOCES will provide payroll deductions for life insurance policies paid for by the administrator.

### 12.4 Annuities

The BOCES will provide payroll deductions for tax-sheltered annuities. The deduction period for administrators' tax-sheltered annuities will be twelve (12) months.

### 12.5 Indemnity for Compensable Accidents and Injuries

12.5.1 To be eligible for Workers' Compensation or this Article, all accidents and injuries on the job, no matter how trivial they may seem, must be reported the day of the injury or accident or the following day to the Business Office.

12.5.2 If an administrator is unable to perform any of his/her duties as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment, he/she shall receive his/her regular salary and benefits, less New York State Workers' Compensation payments, for the period of his/her disability during which Workers' Compensation is paid, or for two (2) calendar years from the date of the injury, whichever occurs first. No part of the absence will be charged against the administrator's sick leave.

12.5.3 If an administrator is unable to perform any of his/her duties as a result of illness, the administrator will use accumulated sick leave days. Upon payment of Workers' Compensation to the BOCES, the sick days will be restored on a one-to-one basis up to the number the administrator had at the time the illness began.

12.5.4 Any Workers' Compensation schedule loss, or any lump sum unrelated to days disabled, need not be paid over to the BOCES.

- 12.6 Intermediate Term Disability Insurance will be provided to all interested administrators. Participating administrators will pay 100% of the cost.
- 12.7 Payroll checks may be directly deposited in a bank or credit union, upon the request of an administrator.

### **ARTICLE XIII**

#### **RETIREMENT INCENTIVE**

##### **13.1 Buyback of Unused Sick Leave**

An administrator who submits his/her letter of intention to retire no later than six (6) months before the planned retirement date, shall upon retirement receive forty-five (\$45) per day for all unused accumulated sick days up to the maximum of two hundred (220) days.

- 13.2 In addition to the payout of unused sick days, an administrator who has a minimum of thirteen (13) years of employment at the Herkimer BOCES and who is fifty-five (55) years of age or older shall be eligible for a retirement incentive. An eligible administrator who notifies the Board, in writing, six (6) months before the planned retirement date, that he/she intends to retire shall be paid \$200 for each year of accredited active service with the Herkimer BOCES. An administrator, who submits his/her letter of intention to retire three (3) months before the planned retirement date, shall be paid \$100 for each year of accredited active service with the Herkimer BOCES. This provision will not apply to anyone who resigns, is laid off, or is discharged.

### **ARTICLE XIV**

#### **ASSOCIATION RIGHTS**

##### **14.1 Dues Deduction**

- 14.1.1 The Board shall deduct from the salary of each administrator, who so authorizes in writing on an agreed upon form, dues for membership in the Herkimer BOCES Administrators' Association and shall promptly transmit the deduction to the Association.
- 14.1.2 Deduction authorizations shall continue in full force and effect until the administrator notifies both the Board and the Association in writing of his/her desire to withdraw his/her authorization.

This will take effect the second paycheck after being received by the Business Office.

- 14.1.3 The Association will hold the Board harmless for any claims made with respect to the dues deduction process.

## 14.2 Association Business Leave

- 14.2.1 The Herkimer BOCES Administrators' Association shall be granted three (3) days with pay for its member(s) to attend conferences, committee meetings, etc. of the School Administrators' Association of New York State or its affiliates and for other Association business. The Association shall notify the District Superintendent at least forty-eight (48) hours prior to the day to be taken and shall also notify him/her which administrator(s) will be taking the day(s).

- 14.2.2 Association business leave will not be deducted from any administrator's paid leave accumulations.

## ARTICLE XV GRIEVANCE PROCEDURE

### 15.1 Declaration of Policy

In order to establish a more harmonious and cooperative relationship between the Board and the administrators, it is hereby declared to be the purpose of this Article to provide for settlement of differences promptly and fairly through procedures under which administrators may present grievances free from coercion, interference, restraint, discrimination or reprisal.

### 15.2 Definitions

- 15.2.1 "Grievance" shall mean any dispute or controversy concerning an alleged violation of this contract.
- 15.2.2 "Grievant" means the party named as the aggrieved; this can be the Association.

- 15.2.3 "Party-in-Interest" means any party named in a grievance who is not the aggrieved party, including the Association.
- 15.2.4 "Hearing Officer" means any individual or Board charged with the duty of rendering decisions at any stage of the grievance procedure.
- 15.2.5 "Days" means calendar days.

### 15.3 Procedure

#### 15.3.1 Step 1: Superintendent - Informal

If an administrator feels that he/she has a grievance, he/she will discuss it with the District Superintendent either directly or through an Association representative with the objective of resolving the matter informally. The request for this meeting with the District Superintendent must be within thirty (30) days of when the grievant knows or should have known of the grievance. The District Superintendent shall confer with all parties-in-interest, but in arriving at his/her decision shall not consider any material or statement offered by or on behalf of any such party-in-interest with whom consultation has been had without the aggrieved party or his/her representative present. If the administrator submits the grievance through a representative, the administrator may be present during the discussion of the grievance. An Association representative may be present at the request of the grievant.

If the District Superintendent has not met with the grievant within fifteen (15) days of the grievant's request, the grievant may take the grievance to Step 2.

#### 15.3.2 Step 2: Superintendent - Formal

If the grievance is not resolved informally, it may be reduced to writing and presented to the District Superintendent within twenty-one (21) days or the end of the fifteen (15) days of the meeting at Step 1. Within four (4) days after the written grievance is presented to him/her, the District Superintendent shall, without any further consultation with the aggrieved party, or any party-in-interest, give his/her decision and reasoning. If there is no

informal meeting, the District Superintendent shall call one and make his/her decision within four (4) days of that meeting.

**15.3.3 Step 3: Board**

15.3.3.1 If the grievant is not satisfied with the decision at Step 2, an appeal may be filed in writing with the Board within 14 days after the District Superintendent has given his/her decision.

15.3.3.2 Within fourteen (14) days after the receipt of an appeal, the Board or sub-committee of the Board shall hold a hearing on the grievance. The hearing shall be in Executive Session unless the grievant requests that it be open.

15.3.3.3 The Board or sub-committee of the Board shall give its decision, with reasoning, within seven (7) days after the conclusion of the hearing.

**15.3.4 Step 4: Arbitration**

15.3.4.1 Within thirty (30) days of receiving the decision of the Board, the Association may decide, by written notice to the Board, to take the grievance to arbitration pursuant to the Rules of Procedure of the American Arbitration Association.

15.3.4.2 If there is a dispute over arbitrability, this shall be the threshold question decision by the arbitrator.

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

15.3.4.4 The cost of the arbitrator shall be borne equally by the Board and the Association.

**15.4 Rules of Procedure**

15.4.1 The Board and the Association agree to facilitate any investigation, which may be required, and to make available any and all non-

privileged material and relevant documents, communications and records at the request of the other party.

- 15.4.2 The grievant may call witnesses on his/her own behalf, and the Board will make such witnesses who are in the employ of the Board available.
- 15.4.3 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the Board or by any member of the administration against the grievant, any party-in-interest, any representative or any other participant in the grievance procedure or any other person by reason of the grievance or his/her participation in it.
- 15.4.4 The District Superintendent shall be responsible for accumulating and maintaining on each grievance the grievance file, which shall consist of any written communications relevant to the grievance. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the grievant, nor shall there be any allusion to the grievance in the grievant's personnel file. This file shall be available for copying by the grievant, the Association, or the Board, but it shall not be deemed a public record.
- 15.4.5 Nothing in this procedure shall be construed as limiting the right of any administrator having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance informally adjusted without the intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement. The Association shall be given the opportunity to be present at such adjustment and to state its views on the grievance before the adjustment becomes final. Any grievance that is adjusted without formal determination pursuant to the procedure shall not create a precedent binding on either of the parties to the Agreement.
- 15.4.6 The existence of this procedure shall not be deemed to require any administrator to pursue the remedies here provided, except as may be required by law, and shall not, in any manner, impair or limit the right of the administrator to pursue any other legal or appropriate remedies.



- 15.4.7 The grievant may choose whomever he/she wishes to represent him/her at any step, except that the representative may not be an official of a competing employee organization.
- 15.4.8 Since it is important to good relations that grievances be processed as rapidly as possible, every effort shall be made by all parties to expedite the process. Time limits specified for either party should be viewed as "outside limits", and shall be extended only by mutual consent.
- 15.4.9 Failure at any step to communicate a decision to the grievant and the Association within the time limit shall permit the lodging of an appeal at the next step of the procedure.

**ARTICLE XVI**

**LEGISLATIVE APPROVAL REQUIREMENT OF TAYLOR LAW**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE XVII**

**DURATION**

This Agreement shall be in effect from July 1, 2007 through June 30, 2011.

*Sandra A. Simpson*  
For the BOCES

*Mary K. Kern*  
For the Association

Date *August 1, 2008*

Date *8/1/08*