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ADJ
6635

COLLECTIVE BARGAINING AGREEMENT

between

THE DISTRICT SUPERINTENDENT/CHIEF EXECUTIVE OFFICER OF THE
ORLEANS/NIAGARA BOARD OF COOPERATIVE EDUCATIONAL SERVICES

and the

ORLEANS/NIAGARA BOARD OF COOPERATIVE EDUCATIONAL SERVICES
ADMINISTRATORS AND SUPERVISORS ASSOCIATION

July 1, 2003

through

June 30, 2006

RECEIVED

JUL 12 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

Rev. 6/11/04

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PREAMBLE

The Orleans/Niagara Board of Cooperative Educational Services (BOCES) recognizes the Orleans/Niagara BOCES Administrators and Supervisors Association (ONBASA), for the maximum time period permitted by law, as the sole and exclusive negotiating representative of the bargaining unit, which is comprised of all regularly employed professional certificated administrative staff appointed to and serving in the job titles of supervisor and coordinator, respectively. The bargaining unit shall exclude all other employees.

I. LEAVES

A. *Vacation Leave*

Effective July 1, 1992, each twelve-month administrator hired prior to July 1, 1992, shall receive twenty-six (26) vacation days at the start of the fiscal year (July 1).

Five days of vacation per fiscal year may be scheduled and utilized at the discretion of the administrator, upon prior notice to the District Superintendent. The District Superintendent will annually, between April 1 and June 1, request from each administrator a tentative schedule of vacation days for the coming fiscal year. The District Superintendent shall retain discretion to approve such schedules. Administrators may subsequently request modification of approved vacation schedules, due to family or personal emergencies, or due to unforeseen necessity.

For administrators hired on or after July 1, 1992, vacation entitlement shall be the following: 1-5 years of service, 21 days; 6-10 years of service, 22 days; 11-15 years of service, 23 days; 16-20 years of service, 24 days; 21-25 years of service, 25 days; and 26-30 years of service, 26 days. Such allocation shall be made on a pro-rated basis in accord with the number of full months of employment in the current fiscal year.

Effective July 1, 2000, with the express permission of the District Superintendent, an administrator may carry over up to five (5) unused days of vacation leave from each school year into the succeeding school year.

B. *Personal Illness Leave*

Effective July 1, 1992, each twelve-month administrator will be credited with twenty-four (24) days of sick leave, which may be accumulated to 240 days. Sick leave will be credited on a pro-rated basis for administrators working fewer than twelve months in a given year.

If an administrator uses all accumulated sick leave because of extended illness, the Board of Education, upon the recommendation of the District Superintendent, may grant extended sick leave without loss of compensation to the administrator.

C. *Family Illness Leave*

Up to five (5) days of the aforementioned paid personal illness leave may be utilized in any single year due to illness of a member of the immediate family, i.e., spouse, child, parent.

D. *Personal Business Leave*

Effective July 1, 2000, each twelve-month administrator shall be entitled to three (3) non-cumulative personal business days annually, for the conduct of urgent personal business which cannot be accomplished outside the work day.

E. *Bereavement Leave*

Effective July 1, 1992, an administrator may be absent for up to five (5) days with pay for each death in the immediate family, i.e., spouse, child, parent, sister, brother, mother-in-law, father-in-law, or grandparent. These days shall not be deducted from any accumulated leave.

F. *Religious Holiday Leave*

Vacation leave and personal business leave may be utilized for the purpose of observing religious holidays. Otherwise, observation of religious holidays will constitute leave without pay.

G. *Approval and Notification*

Where possible, administrators are expected to provide at least one day's notice when requesting family illness and bereavement leave. Personal business leave and religious holiday leave require a minimum of two (2) days notification. It is understood that the District Superintendent retains the right of approval of all personal, family illness, and bereavement leaves.

II. SALARY

A. *Salary Schedule*

For unit members except for Paulette Hamilton:

- Effective 7/1/03: Increase of \$2,900 per FTE.
- Effective 7/1/04: Increase of \$3,000 per FTE.
- Effective 7/1/05: Increase of \$3,100 per FTE.

Unit members hired after ratification of this agreement shall receive the same salary increases as those written above, effective July 1 of each succeeding fiscal year of the term of this agreement. The salary increase provided above for the 2003-2004 school year shall not be provided to any individual hired with an effective date of employment after June 30, 2003. Any employee who has separated or does separate from employment prior to the date on which this collective bargaining agreement, term commencing July 1, 2003, is ratified by both parties, shall not receive any retroactive adjustments in salary. However, the foregoing sentence shall not apply to persons who have resigned for the purpose of retirement (under the New York State Teachers Retirement System).

Paulette Hamilton's annual salaries shall be as follows: \$75,780 effective July 1, 2003; \$83,910 effective July 1, 2004; and \$92,041 effective July 1, 2005.

Notwithstanding the foregoing terms, a new unit member shall receive an annual salary increase (effective July 1st) only if he or she was hired with an effective date of employment in the bargaining unit on or before the preceding February 1st.

- B. The salary for each new hire shall be determined by the Board of Education upon the recommendation of the District Superintendent. However, a person newly hired after ratification of the collective agreement, term commencing July 1, 2003, in the position (job title) of coordinator, shall not be paid a salary exceeding the salary of any coordinator who was hired with an effective date of employment on or before July 1, 2003. If a person newly hired after ratification of the

collective agreement, term commencing July 1, 2003, in the position (job title) of coordinator, is to be paid a salary exceeding the salary of any coordinator who was hired with an effective date of employment on or before July 1, 2003, then any such coordinator who was hired with an effective date of employment on or before July 1, 2003 shall be given a salary increase to ensure that his or her salary is at least equal to that of the new hire.

III. OTHER ECONOMIC BENEFITS

A. Health Insurance

1. Health insurance (either single-person, two-person or family coverage, as applicable) will be offered, in accordance with the following terms and provisions, to a unit member employed in either a regular full-time position or a regular part-time position. The BOCES shall have the right to select the health insurance carrier(s), the plan administrator(s) and the health insurance plan(s), as long as the benefits provided are at least comparable to those provided as of the time that a change is implemented. The operation of the health insurance coverage shall be governed in all respects by the terms of the plans, rules and policies governing such coverage as issued by the plan administrator(s). The BOCES' sole responsibilities with respect to provision of health coverage shall be to: (i) Make the coverage available; (ii) provide necessary data on reasonable request; and (iii) pay its contribution to the monthly premiums.

Effective July 1, 2004, full-time personnel and part-time personnel who are appointed to serve at least .75 full-time equivalent (FTE) shall pay an annual premium co-payment to participate in such insurance. The annual premium co-payment shall be five percent (5%) of the premium in effect on July 1, 2004 and such amount shall not exceed \$200 (single), \$390 (2-person) or \$585 (family).

Effective July 1, 2004: Enrollees in the traditional indemnity health insurance plan who are employed at least .5 FTE but less than .75 FTE shall be eligible to receive premium contributions from the BOCES equal to one-half of the premium contributions that the BOCES would make on behalf of an employee who is employed at least .75 FTE.

A part-time employee who works less than .5 FTE is not eligible to be covered in this health insurance program.

The BOCES shall be authorized to deduct any required premium contributions from a unit member's salary.

The coverage will include an 80/20 co-insurance rider with a \$500 single-person co-insurance payment cap and a \$1,000 family (or two-person) co-insurance payment cap.

2. Administrators may retain full health insurance group coverage under the BOCES policy after retirement upon payment annually of the premium in existence at July 1 of each year.
3. In case of abolition of a position, the BOCES' contribution on behalf of an enrolled member of the unit shall continue to be paid for three (3) months after the date of termination.

4. Until January 1, 2004, each employee shall continue to be responsible for payment of an annual deductible of \$100 (for single-person coverage) and \$200 (for two-person or family coverage). Effective January 1, 2004, each employee shall be responsible for payment of an annual deductible of \$200 (for single-person coverage) and \$400 (for two-person or family coverage). Effective upon ratification of the collective agreement, term commencing July 1, 2003, each employee shall be responsible for prescription co-payments of (up to) \$5 for each generic prescription, \$10 for each preferred brand name prescription and \$20 for each non-preferred brand name prescription. For prescriptions with a supply exceeding 30 days (but not exceeding 90 days), each employee shall be responsible for prescription co-payments of (up to) \$10 for each generic prescription, \$20 for each preferred brand name prescription and \$40 for each non-preferred brand name prescription. Until ratification of the collective agreement, term commencing July 1, 2003, the prescription co-payments provided for in the preceding (2000-2003) agreement shall remain in effect.
5. An administrator who has been employed for Orleans/Niagara BOCES for at least ten (10) consecutive years on the effective date of his/her retirement, and who is at least fifty-five (55) years of age, shall be provided with the same health coverage that is provided to members of the existing bargaining unit and shall contribute the same percentage of premiums therefor that is contributed by members of the existing bargaining unit, for a period of ten (10) years beginning on the first day of retirement.

When a retiree receiving health coverage becomes eligible for Medicare, coverage under the BOCES' health plan shall become secondary to Medicare and the BOCES' plan will reduce payments for medical services by the amount that the unit member is or would be eligible to receive under Medicare. The same principles (the BOCES' plan becoming secondary upon a retiree's eligibility for Medicare) continue to apply to retirees receiving coverage at their own expense under Article III, Section A, Paragraph Two (2) of this agreement.

6. The flexible spending account shall have no annual minimum set-aside amount, and the annual maximum set-aside amount shall be the maximum allowable under law for dependent care and five thousand dollars (\$5,000.00) for medical reimbursement.
7. The BOCES will make available one or more managed care plans (which may include, as examples, a Health Maintenance Organization (HMO) plan, a Preferred Provider Organization (PPO) plan or a Point of Service (POS) plan), which eligible unit members may choose in lieu of traditional indemnity coverage provided for in Paragraph Number 1 above.

The BOCES shall pay the full applicable premium on behalf of each unit member enrolled in a managed care plan under this section, unless the monthly premium for coverage under the selected managed care plan is greater than the monthly premium that the BOCES would remit on behalf of an enrollee in traditional coverage as provided for in Paragraph Number 1 above – in which case the BOCES' contribution towards the managed care plan will be limited to the premium amount that the BOCES would remit on behalf of a traditional plan enrollee. If the monthly premium for coverage under a managed care plan becomes greater than the monthly premium that the BOCES would remit on behalf of an enrollee in traditional coverage as provided for in Paragraph Number 1 above, then the unit member will be afforded the opportunity to enroll in the traditional indemnity plan or an alternative managed care plan if such an alternative plan is made available by the BOCES.

The premium contributions of the BOCES on behalf of any member of the bargaining unit hired (with an effective date of employment) after ratification of the collective agreement, term commencing July 1, 2003, shall be capped at and shall not exceed the premium amount payable on behalf of an enrollee in the available managed care plan. If more than one managed care plan is made available, then such premium contributions shall be capped at and shall not exceed the premium amount payable on behalf of an enrollee in the managed care plan having the lowest required premium payment. Any member of the bargaining unit hired after ratification of the collective agreement, term commencing July 1, 2003, who elects to enroll in either the traditional indemnity health plan or a managed care plan other than the one having the lowest premium cost, shall be required to remit the difference between the premium payable on behalf of a unit member enrolled in the selected plan and the premium that would be paid on behalf of the unit member if he or she was enrolled in the managed care plan having the lowest required premium payment. If the monthly premium for coverage under a managed care plan is greater than the monthly premium that the BOCES would remit on behalf of an enrollee in traditional coverage as provided for in Paragraph Number 1 above, then the terms and provisions of the preceding paragraph shall control. The BOCES shall be authorized to make an exception, to the terms and provisions of this paragraph, for any new hire who is promoted from within Orleans/Niagara BOCES and who is already enrolled in a plan, other than the plan with lowest premium cost, as of the date of entry into the bargaining unit.

The eligibility requirements for health coverage (and BOCES-paid premium contributions), including rules pertaining to pro-ration of premium payments for part-time personnel, shall be those which are set forth in Paragraph Number 1 above. Unit members meeting the eligibility requirements for health coverage shall select coverage under either the traditional indemnity plan provided for in Paragraph Number 1, or a managed care plan provided for in this Paragraph, during the month of June. The election must be received in the Labor Relations office during the month of June, and shall be binding upon the unit member for the duration of the succeeding fiscal year.

The BOCES shall have the right to make adjustments to the coverage, including but not limited to adjustments to co-payments and/or benefit levels. If a managed care plan is discontinued or substantially altered by the BOCES, then unit members enrolled in that plan shall be given an opportunity to enroll in either the traditional indemnity plan provided for in Paragraph Number 1 above or an alternative managed care plan if such an alternative plan is made available by the BOCES.

The BOCES shall be authorized to deduct any required premium contributions from a unit member's salary.

B. Alternative Benefits for Employees Declining District Health Insurance Coverage

Employees currently enrolled in the BOCES Health Insurance Plan, and new employees at the time of hire, may elect to forego the Health Insurance Plan in effect at that time upon execution of a notarized Health Insurance Waiver (see Appendix A). Employees will receive one of the following:

- a. If eligible for a family health insurance policy, an amount of \$750, payable in two payments of \$375, less applicable taxes.

1st payment - July = \$375
2nd payment - January = \$375

- b. If eligible for a single health insurance policy, an amount of \$500, payable in two payments of \$250, less applicable taxes.

1st payment - July = \$250
2nd payment - January = \$250

Re-entry into the health insurance plan shall be governed by the rules of the District plan and applicable law. Where the employee has elected to forego the District plan, and health insurance coverage ceases to be available due to the death of a spouse, divorce, or lay-off, the employee shall be eligible for reinstatement in the District plan on the following January 1 or July 1, whichever is earlier, upon proper written application for such reinstatement prior to that date.

The benefits under this provision shall be pro-rated for employees who are hired or submit health insurance waivers after July 1, for employees employed for less than twelve months, and for those employed less than full-time.

C. *Benefits Fund*

1. In the event of an administrator's death, his or her spouse will be allowed to maintain single-person (only) health coverage in the BOCES' plan at the spouse's own expense for the remainder of his or her lifetime, contingent upon timely payment of the monthly premium. When the spouse becomes eligible for Medicare, coverage under the BOCES' health plan shall become secondary to Medicare and the BOCES' plan will reduce payments for medical services by the amount that the spouse is or would be eligible to receive under Medicare.
2. Until the end of the day on June 30, 2004, each administrator will be annually allocated \$1,400, effective July 1 of each fiscal year, for use towards an annual physical examination, membership in professional organizations (excluding union dues), dental fund, or towards the purchase of health benefits such as optical care and dental care, life, disability, or liability insurance. The Benefits Fund may not be used to pay for the \$100 or \$200 health insurance deductible or twenty percent (20%) co-payments referenced in Article III, Section A of this Agreement.

The individual administrator will be reimbursed in the amount stated above once evidence of proof of payment is submitted to and approved by the Personnel Office provided that the amount of that bill, together with all previous bills reimbursed during the current fiscal year, do not exceed the amount in the administrator's fund.

When an administrator submits to the BOCES Personnel Office a copy of a paid bill from a dentist or other dental related service provider and optical provider, BOCES shall reimburse the administrator for the amount of that bill provided that the service was rendered to the administrator, the administrator's spouse, administrator's dependent child, or the administrator's child resident in the administrator's home. The fund established for each administrator is unique to that administrator.

There shall be no carry-over of any unused funds from the preceding fiscal year.

Effective September 1, 2004, the BOCES shall establish a medical reimbursement plan in accordance with Section 105 of the Internal Revenue Code. The BOCES contribution shall be \$1,400 per plan year for each active regular full-time employee. The BOCES contribution shall be pro-rated for employees hired after the beginning of a plan year, and for any employees entering unpaid leave for any part of a plan year. Unused funds in an employee's account may accrue to a maximum of \$2,600. Unused funds in excess of \$2,600 shall revert to the BOCES. The plan document shall be developed by the BOCES in accordance with the Internal Revenue Code.

3. The District shall provide to each administrator, beginning with the administrator's first day of work in the next fiscal year on or after the effective date of his appointment to tenure as such, a split dollar life insurance policy with a face amount at least \$50,000. Annual payments shall be made on behalf of an administrator for a total of ten (10) years immediately succeeding his or her appointment to tenure, if the administrator remains in the full-time employ of the District. Effective July 1, 1997, the amount of the annual payment made on behalf of each eligible unit member shall be one thousand five hundred dollars (\$1,500.00). Previous whole life insurance policies may be continued by unit members at their own expense.

The terms of the split-dollar life insurance policy granted to the identified administrators shall be incorporated herein. No loans or withdrawals of cash values may be made until 15 years has elapsed or the amount paid by the BOCES with respect to each individual policy have been recovered by the BOCES.

In 1999, the parties learned that premiums have reappeared on whole life insurance policies that were previously believed to have been fully paid-up. Effective upon the execution of this agreement, all such reappearing premiums that have not already been paid for by the BOCES will become the responsibility of the unit member. After the execution of this agreement, the BOCES shall have no responsibility whatsoever for any reappearing premiums, and the BOCES' responsibilities with respect to provision of life insurance coverage shall be limited to those responsibilities expressly conferred upon the BOCES by the provisions of the preceding two paragraphs.

D. Payment for Unused Vacation Leave

1. At the time of separation from employment for any reason, an administrator will be entitled to payment for each "unused" day of vacation time earned within that specific school year. For the purpose of this provision, under which an administrator shall be paid for unused vacation leave, vacation leave shall be deemed to have accrued on a pro-rated basis, in accord with the number of full months of employment completed during the year in which termination is effective. If at the time of separation from employment s/he has used more vacation than accrued, the BOCES will be entitled to reimbursement for those days. The BOCES is authorized to make salary payment adjustments accordingly. However, the foregoing terms and provisions shall not apply to any unit members actively employed (in the bargaining unit) at the time of ratification of the collective bargaining agreement (term of July 1, 2003 through June 30, 2006) who resign for the purpose of retirement (under the New York State Teachers Retirement System).
2. When requested by the District Superintendent to remain on the job into a new school year, the administrator will accrue two (2) days per month for each month worked in the new school year. Such days will be added to days earned in the school year of job termination notice.

3. An administrator who submits a letter of resignation for the purpose of retirement, to become effective within three (3) years after its submission, may receive compensation at his or her regular per diem rate (1/240 of annual salary) of pay for up to ten (10) days of unused vacation leave in each of the administrator's remaining full school years of employment.
4. Rate of pay for unused days will be determined as follows:
 - 12 month employees - annual salary divided by 240
 - 11 month employees - annual salary divided by 220
 - 10 month employees - annual salary divided by 200
5. Upon prior approval by the District Superintendent, the District agrees to reimburse administrators at the rate established by the State University College at Buffalo, for tuition for up to two credit courses per semester, provided that such courses are a component of an accredited program leading to a doctorate or graduate certificate beyond the master's degree level, and provided that such courses are in the administrator's field as determined by the District Superintendent.

E. Stipend for Professional Development

1. Effective during the school year commencing July 1, 1997, and for each succeeding school year, each unit member who completes a minimum of ten (10) clock hours of Professional Development beyond the school day shall be paid a stipend of one thousand dollars (\$1,000.00) provided that all ten (10) hours are completed prior to the first day of June. It is agreed and understood by the parties that payment of the stipend will be made only to those unit members who complete ten (10) full hours, and there will be no payment for partial or pro-rated completion of the requirements for the benefits provided under this paragraph. Written approval from the District Superintendent must be obtained prior to completing the hours. Payment of the stipend, to all unit members meeting the foregoing criteria, shall be made in a regular pay check at or near the end of the school year.
2. Effective July 1, 2000, each unit member who completes a minimum of eleven (11) clock hours of professional development beyond the school day shall be paid a stipend of \$1,100 provided that all eleven (11) hours are completed by the first day of June. Effective July 1, 2001, each unit member who completes a minimum of ten (10) clock hours of professional development beyond the school day shall be paid a stipend of \$1,250 provided that all ten (10) hours are completed by the first day of June. Effective July 1, 2002, each unit member who completes a minimum of ten (10) clock hours of professional development beyond the school day shall be paid a stipend of \$1,250, and each unit member may elect to complete up to two additional hours and be compensated therefor at a rate of \$125 per hour, provided that all hours are completed by the first day of June. All other terms, including requirements for prior approval and the provisions pertaining to non-proration, shall be as set forth in the preceding paragraph. With respect to the two additional hours that unit members may elect to complete per year beginning in the 2002-2003 school year, a full hour must be completed in order to receive an hourly stipend of \$125; there shall be no prorated compensation for completion of less than a full hour.

F. *Tax-sheltered Annuities*

Members of the bargaining unit shall be permitted to establish tax-sheltered annuities pursuant to Section 403(b) of the Internal Revenue Code. The list of available providers shall be determined by the BOCES. Participation shall be governed by the terms of Board of Education Policy No. 5423, and in the event that the Policy is revised then the terms of participation will change accordingly.

G. *Exemplary Service*

The Board of Education, upon recommendation of the District Superintendent, shall have the right to provide additional compensation to employees in the unit for services considered exemplary.

IV. Management Responsibilities

- A. The Board of Education recognizes that administration of the District is a process that is participatory in nature and solicits recommendations for development or change of policy from all administrators. Such recommendations shall move through appropriate channels to the District Superintendent for submission to the Board of Education for consideration.
- B. The Board of Education recognizes that conflict in management rights and responsibilities may occur from time to time and that the most appropriate resolution of such conflicts should occur at the lowest administrative level possible. When all administrative levels of resolution have been exhausted, the administrator has the right to carry his appeal directly to the Board of Education for final determination.
- C. If a court of competent jurisdiction or a change in legislation determines that a provision of this Agreement is invalid, such determination shall not affect the validity of any other provision of this agreement. If such determination has been made and no appeal lies therefrom or if the time of appeal has passed and no appeal has been taken, the parties, as soon as is reasonably practicable, shall enter into collective negotiations which shall be limited to replacing the invalid provision with one that meets the standards of the Public Employees' Fair Employment Act in reference to mandatory subjects of negotiation.



Clark J. Godshall, Ed.D.
District Superintendent
Orleans/Niagara BOCES



Ann Lawson, President
Orleans/Niagara BOCES Administrators
and Supervisors Association

6/22/04

Date

6/22/04

Date

Appendix A

HEALTH INSURANCE WAIVER

BY EXECUTING THIS APPLICATION
I WAIVE MY ELIGIBILITY FOR COVERAGE
UNDER THE BOCES HEALTH INSURANCE PLAN.

I hereby for myself, my heirs, executors and administrators, waive my rights to BOCES-provided health insurance coverage pursuant to the Collective Bargaining Agreement(s) between the Orleans-Niagara BOCES and the Orleans-Niagara BOCES Association of Administrators and Supervisors.

I understand the RISK inherent in electing the Health Insurance Waiver Option and assume any and all responsibility for said RISK to myself, my heirs, executors and administrators.

I release any and all rights and claims I may have against the Orleans-Niagara BOCES and/or the Orleans-Niagara BOCES Association of Administrators and Supervisors and their respective representatives as a result of my waiver of health insurance coverage to which I was previously entitled.

I understand that once this withdrawal of health insurance is in effect, I may not re-enter any BOCES provided insurance plan until the following school year (July 1), except as may otherwise be provided in my Collective Bargaining Agreement.

I have read the above waiver and the applicable contractual provisions in the Agreement between the Orleans-Niagara BOCES and the Orleans-Niagara BOCES Association of Administrators and Supervisors, and I fully understand the terms of the contract and this waiver.

✔ Signed in the presence of a Notary Public ✔

Employee's Signature _____
Date

Subscribed and sworn to before me this ____ day of _____, 20____.

NOTARY PUBLIC

COVERAGE
Family Two-Person Single

Original - Personnel File / **Copy** - Health Insurance File / **Copy** - Business Office / **Copy** - Employee