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**Contract Database Metadata Elements**

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*Agreement*

*Between the*

*Oswego County B.O.C.E.S.  
Administrators' Association*

*and the*

*Board of Cooperative  
Educational Services*

*Oswego County*  
**BOCES**

*July 1, 2009 - June 30, 2012*

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## Agreement

This Agreement is entered into between the Board of Education of the Board of Cooperative Educational Services, Sole Supervisory District, Oswego County (hereafter referred to as the "Board"), and the Oswego County BOCES Administrators' Association, SAANYS (hereafter referred to as the "Association").



### ARTICLE I GENERAL CONDITIONS

#### **Section 1.0 - Positions Covered By Agreement**

This contract covers the following administrative positions and any other similar positions approved by the Board.

Assistant Director of Special Education  
Director of Adult Education & Workforce Development  
Director of Career & Technical Education & Alternative Education  
Director of Research/Planning/School Improvement  
Director of Security  
Director of Special Education  
Director of Technology  
Supervisor of Special Education  
Superintendent of Buildings and Grounds  
Supervisor of Transportation

#### **Section 2.0 - Duties and Job Descriptions**

Each administrator shall perform the duties outlined in the areas of responsibility and assume other duties as assigned by the District Superintendent or the immediate supervisor. The job descriptions shall be reviewed and updated as needed, but at least every three years.

#### **Section 3.0 - Work Year**

All administrators shall work twelve (12) months or a fifty-two (52) week year, less vacations and holidays.

### ARTICLE II LEAVE POLICIES

All benefits accrue on an annualized basis. During the first year of employment, benefits are prorated. Sick and personal leave are awarded on the first day of employment in proportion for the number of months between the date of hire and the next July 1. Example: 12-month employees hired on January 1 would be awarded nine (9) sick days and 1.5 personal days.

#### **Section 1.0 - Vacations**

All twelve (12) month administrators shall have twenty-three (23) days vacation time available, to be prorated for the number of months worked. Example: Hired January 1, 1998 - eligible for 12 days vacation. As of July 1, 1998, employee will be eligible for 23 days vacation with approved carryover.

Vacation time may be utilized for consulting work to districts or agencies outside of the Supervisory District with approval of the District Superintendent. Such use of vacation time must be requested as the administrator's workload permits. Consulting work should not conflict in any way with the Administrator's BOCES role or responsibilities.

Vacation time shall be taken when the work situation of the employee permits the absence. All employees shall notify the District Superintendent or immediate supervisor in writing when they will be on vacation.

Employees who are unable to use all of their vacation in any year may carry over up to five (5) days to the succeeding year. The Superintendent or designee may grant permission for a unit member to carry over more than five vacation days to the next school year due to special or extreme circumstances.

Effective July 1, 2010, at the discretion of the employee, the employee may be paid for up to five unused vacation days at the rate of \$150/day.

### **Section 2.0 - Unpaid Leaves of Absence**

Upon the request of an administrator, the BOCES may, at its discretion, grant a leave of absence without pay, for up to one year at a time, subject to existing BOCES policies.

The administrator may elect to remain with the health, dental and life insurance plans, but will be responsible for any premiums that must be paid after the commencement of the leave.

The BOCES shall make the appropriate premium payment for the month in which the leave of absence commences and for the month in which employment recommences after completion of the unpaid leave of absence.

Administrators on an unpaid leave of absence due to child bearing and medical reasons and who are not drawing sick leave benefits, shall be allowed to continue insurance benefits at the appropriate current employee active rate for a period not to extend to beyond the school year that the leave is commenced. Thereafter, one may opt to carry such plans, but will do so at one's own expense for the remainder of the leave.

### **Section 3.0 - Sick Leave**

Administrators are entitled to one and one-half (1.5) sick days per month or eighteen (18) per year.

Administrators are entitled to accumulate up to 265 days of sick leave. Once the 265 days are reached, each successive year the employee will be entitled to use the current year's leave days before the 265 days. However, only 240 days shall be eligible for reimbursement upon retirement (Article V, Section 2.)

Up to twenty-five (25) days per year may be used for family illness. Family sick leave may be used for the adoption of a child. A total of 25 days from accumulated sick leave may be used for family illness and/or adoption.

All administrators are eligible to participate in the sick leave bank. (See Article IX)

### **Section 4.0 - Personal Leave Days**

Approved personal leave shall not exceed three (3) days per year. "Approved" means the approval of the District Superintendent or immediate supervisor. Leave for reasons such as legal transaction, attendance at weddings and commencement exercises, funerals and emergencies must be stated on the appropriate form. Unused personal days may be converted to sick leave and added to the allowed accumulated amount the next year.

Two (2) of the three (3) days may be requested with no specific reason given, but they must be for reasons cited as eligible in the contract, and "one of the above" must be checked on the form.

### **Section 5.0 - Bereavement Leave**

Bereavement Leave is as follows:

1. Each employee will be entitled to be absent for a maximum of up to five (5) work days per death in the immediate family.
2. The immediate family for this section is defined as spouse, father or step-father, mother or step-mother, child, brother or sister, or domestic partner.
3. In the event of the death of a member of the family, other than those listed in paragraph two above, an employee will be entitled to three (3) work days. For this section, family is defined as a relative residing with the employee, grandfather, grandmother, grandchild, aunt, uncle, niece, nephew, mother-in-law, father-in-law, sister-in-law, or brother-in-law.
4. Additional bereavement days may be granted by the District Superintendent or designee due to special circumstances.

### **Section 6.0 - Medical Disability and/or Child Rearing Leave**

A leave of absence shall be granted upon request for medical disability and/or child rearing or other medical disability for a period not to exceed two years. This leave may be used for adoption purposes.

Employees who have a medical disability may continue in active employment as long as they desire, so long as they are capable of performing their duties. Such employees shall have the right to choose one of the following options:

- (a) return to active employment whenever the physician verifies in writing that they are capable of performing their duties, or
- (b) use accumulated sick leave benefits in the event that they are not capable of performing their duties by reason of a medical disability as verified by their physician.

Reasonable notice will be given by the employees when they intend to leave and when they intend to return.

The employee's letter of request for such disability and/or child rearing shall state the anticipated date as to when the leave is to commence and when it is to terminate.

The employee may return to work at an earlier date with the approval of the District Superintendent. Such approval shall be within the sole discretion of the District Superintendent, who may request a doctor's certificate.

In the case of a medical disability or adoption of a child, an employee, upon written request, shall be granted a leave of absence up to a maximum of two (2) full school years under the following conditions:

Such leaves will be without pay.

Benefits will not be accumulated during the period of the leave (except during paid sick time or during the 12 weeks as required under the FMLA.)

In the case of a probationary employee, the time accrued during such leave shall not be credited to the probationary period for the purpose of obtaining status.

Upon returning from such leave, the employee will be placed on the same salary level they were receiving when the leave commenced. All benefits to which the employee was entitled at the time of leave will be restored upon return.

**Section 7.0 - Physician's Statement**

The District reserves the right, pursuant to SED Law 913, to require a physician's statement at any time attesting to a staff member's well being and ability to perform all functions of their assigned tasks.

**Section 8.0 - Holiday Leave**

The paid holiday schedule will allow for fourteen (14) paid holidays, to be determined on an annual basis.

**ARTICLE III  
HEALTH EXAMINATIONS**

**Section 1.0 - Physical Exams**

- 1.1 All prospective administrators newly hired to the BOCES for full-time positions must present a duly certified pre-employment physical examination report prior to employment. If the BOCES school physician is used, the cost will be covered by BOCES. When a physical examination is required, the employee or prospective employee may utilize a physician of choice. BOCES will reimburse the physician up to the approved maximum rate of \$25.00 for such examinations. Such examination report must be submitted on a BOCES approved form.
- 1.2 After one (1) year of employment, all administrators will be eligible for up to \$125 reimbursement toward the disallowed cost of the exam by the BOCES Health Insurance Plan.

**ARTICLE IV  
HEALTH INSURANCE**

**Section 1.0 - Health Insurance**

The Board will pay 95% of the premiums for individual and 95% of the premiums for family coverage, as indicated by the employee, for the BOCES Health Insurance Plan or equivalent in effect in this District effective July 1, 2009 – June 30, 2011.

Effective July 1, 2011, the Board will pay 90% of the premiums for individual and 90% of the premiums for family coverage, as indicated by the employee, for the BOCES Health Insurance Plan Amendment or equivalent in effect in this District.

Effective upon ratification of this contract, a deductible of \$50 per calendar year for the individual health plan and \$150 per calendar year for the family health plan will take effect. In addition, co-insurance of 80%/20% (employer/employee contributions) up to a maximum out of pocket expense per calendar year of \$450 for the individual plan, including the deductible, and \$1,350 for the family plan, including the deductible will be in effect.

The BOCES Health Insurance Plan includes a co-pay for prescription drugs as follows:

\$5.00	Co-Pay for Generic Prescriptions
\$10.00	Co-Pay for Brand Name Prescriptions
\$0.00	Co-Pay for Mail-In Prescriptions

- 1.1 All full-time administrators shall be covered by a \$9,000 Term Life Insurance Benefit. Premiums are paid by BOCES.

**Section 2.0 - Vision Service Plan**

Examination	12 Months	Lenses	12 Months	Frame	24 Months
<u>Benefits:</u>					
Examination	\$27				
Single Vision	\$15				
Bifocal (Single)	\$25	Bifocal (Double)	\$50	Trifocal	\$37
Lenticular	\$112				
Frame	\$25				
Contact Lenses	\$75				
<u>Premium Sharing:</u>	District Share = 90%			Employee Share = 10%	
<u>Coverage:</u>	Individual and Family				

**Section 3.0 - Long Term Disability Income Protection Plan**

<u>Benefits:</u>	66 2/3% of Monthly Earnings				
Maximum Benefit:	\$5,000/mo.				
Off-Sets For:	Social Security New York State Teachers Retirement System New York State Employees Retirement System				
Exclusionary Period:	First 120 days				
Duration of Benefit:	To age 65				
<u>Premium Sharing:</u>	District Share = 75%			Employee Share = 25%	

**Section 4.0 - Dental Insurance**

BOCES shall contribute a lump sum of money toward a Dental Insurance Program equal to \$440 per year for 2009-10, \$455 per year for 2010-11 and \$471 per year for 2011-12 for each bargaining unit member. The BOCES liability under this Article shall be limited as above per year per bargaining unit member. The BOCES shall not be liable for any costs of the plan that exceed the amount of the specific contribution required by this section.

**Section 5.0 - Health Insurance Upon Retirement**

An administrator retiring from service, who is a member of the Health Insurance Plan, may continue the health benefit coverage into retirement at the active employee rate in effect at the time of retirement, if the administrator has served a minimum of ten (10) consecutive years within the district. If a break in service occurs, then an employee will need a total of fifteen (15) years with the district. Any leave of absence granted by the District shall not serve as a break in service however; only paid leaves shall continue to accrue time toward this service credit. Any unpaid leave, while not creating a break in service, however, shall not count as accrued time toward service credit. A break in service shall occur when an employee terminates by either resigning, discharge or other action which removes them from maintaining an employment status with the District. Furthermore, such employees must actually qualify for and retire under the provisions of the New York State Teachers Retirement System or the New York State Employees Retirement System.

**Section 6.0 - COBRA Eligibility**

Administrators who terminate employment before retirement age may continue health insurance coverage if specific criteria are met in accordance with COBRA regulations. It is the administrator's responsibility to notify the District Office of the desire to continue coverage.



**ARTICLE V  
RETIREMENT**

**Section 1.0 - New York State Retirement Systems**

All full-time administrators must join the appropriate retirement system. At the time of hiring, eligible new employees will be placed on the appropriate tier.

**Section 2.0 - Retirement Reimbursement for Accumulated Sick Leave**

Administrative personnel who retire from the BOCES with at least ten (10) years of service, and who notify the District Superintendent with a letter of intent by January 1 of the school year preceding retirement, will be compensated for accumulated sick leave at the rate of \$62.10 per day in 2009-10, \$64.27 per day for 2010-11 and \$66.52 per day in 2011-12 up to a maximum of 240 days. Such payment will be made at the time of separation.

**Section 3.0 - Retirement Salary**

Administrative personnel who retire after completing ten (10) years of service at Oswego County BOCES, will receive a salary increase for that final year of 20% of the previous year's salary or \$10,000, whichever is less. This will be reduced by any negotiated increase already received for that year.

**ARTICLE VI  
JURY DUTY**

In the event an administrator is called for jury duty, the unit member shall continue to receive full pay during this period. Any reimbursement for jury duty will be remitted to BOCES.

**ARTICLE VII  
GOAL SETTING/EVALUATIONS**

Administrators are expected to collaboratively develop annual goals with appropriate staff and district administrators.

Each year, administrators are expected to complete annual goals and objectives, and submit these for approval to the District Superintendent or immediate supervisor. Evaluations of administrators will be based on performance of responsibilities, cooperatively developed goals, and the accomplishments of specific tasks set by superiors. Evaluations will be completed annually.

**ARTICLE VIII  
SALARIES**

Unit members will receive salary increases for the length of the contract as identified below:

2009-2010 – 3.5%  
2010-2011 – 3.5%  
2011-2012 – 3.5%

It is agreed that each year of the contract, BOCES will contribute up to one percent of the unit member's base salary in a matching voluntary contribution to a tax sheltered annuity account of the member's choice for the 2009-10 and 2010-11 school years. Effective July 1, 2011, this benefit will be eliminated.

### **Section 1.0 - Deductions**

All requests for deductions must be approved by the District Superintendent and processed through the Business Office. In general, deductions are allowed for tax sheltered annuities from companies that are of interest to three or more employees. Computerized data base space may limit the capability of the BOCES, at some point, to make additional deductions.

## **ARTICLE IX SICK LEAVE BANK**

The intention of the Sick Leave Bank is to protect the members from financial burden due to serious illness or injury. It is not intended to be a solution to the problem of exhaustion of a member's sick days. (Note: "Serious illness or injury" shall be defined as one which is generally regarded as such by those in the medical profession.)

This bank shall be administered by a committee consisting of three (3) members, appointed by the District Superintendent and membership. This committee shall review and pass upon applications to draw additional sick leave days from the bank that are submitted by the members of the bank. The decisions of this committee shall be final and binding. In the event that the committee cannot reach a decision, they shall confer with the District Superintendent, who shall cast the decisive vote, based on all available information. Members drawing days from the bank shall provide the committee with a doctor's statement on a monthly basis.

Each member of the staff covered shall have the opportunity to elect to participate in the Sick Leave Bank by filing a signed authorization statement no later than October 1 of each year. A member who begins serving after July 1 will have 30 days from the beginning date of employment in which to sign such authorization.

Each member who elects to participate in the Sick Leave Bank shall contribute five (5) days of accrued sick leave during the first year of participation. In subsequent years of participation, a member shall donate those days necessary to maintain the bank above the minimum of three days for each bank member. New participants shall contribute five (5) days initially to join. If, during the school year, the contribution from all other participants would not result in exceeding the maximum of 100 days, each participating member shall contribute one day. The number of accumulated days in the Sick Leave Bank shall not exceed 100 days, regardless of contributions made by new participants.

A member will not withdraw days from the Bank until their own accumulated sick leave is depleted. In any case, at least the first thirty (30) days of serious illness or injury must be covered by the person's own accumulated sick leave or absence without pay.

Concurrently with the submission of a written request for additional sick leave, the member shall provide the Sick Leave Bank Committee with a medical report setting forth the nature of the illness or injury, the anticipated date of recovery and return to work, and the date of initial incapacitation. In addition, the member shall supply a written report stating the number of accumulated sick days they have remaining on the date the request is submitted, and the number of additional sick days they are requesting. All such forms shall be submitted to the District Superintendent, who shall, within five (5) school days, call the Committee into session.

A unit member shall not be eligible to draw from the bank unless at least 50% of the potential accumulated sick leave is available at the time of the occurrence of the illness or injury. This restriction shall not apply to persons who had previously suffered a serious illness or injury, or who used accrued sick leave for child bearing purposes.

A member may request any or all of the fifty (50) day maximum offered by the Bank per illness or injury. Necessary additional days, up to a total combined request of fifty (50) days, may be requested when the original request is for less than the full amount. An employee may again draw days from the Bank for a different illness or injury.

Persons withdrawing from the Bank or leaving the system must leave contributed days in the Bank.

## **ARTICLE X IN-SERVICE**

### **Section 1.0 - Staff Development Opportunities**

The administration encourages in-service education, professional development, visitations and attendance at workshops that improve on-the-job skills. Reasonable and approved expenses related to such in-service will be paid by the BOCES. An appropriate request form must be completed prior to participation by the employee, and submitted for approval to the immediate supervisor and the District Superintendent or designee.

### **Section 1.1 – Reimbursement for College Courses**

BOCES will provide reimbursement for college courses for up to four (4) courses or an equivalent of twelve (12) hours of tuition reimbursement each year of the contract at the current SUNY Oswego tuition rate.

These courses must be approved by the District Superintendent or designee in accordance with Article X, Section 1.0, and they must be related to the unit member's responsibilities or assignments.

A minimum grade of B must be achieved and college credit granted for graduate courses. A minimum grade of C must be achieved and college credit granted for undergraduate courses.

## **ARTICLE XI NEGOTIATIONS PROCEDURES**

It is agreed that negotiations on a successor contract shall commence between the first and fifteenth of March. The Association shall submit its proposals to the District within that fifteen day period unless both parties agree to extend the time limit. Both parties shall be free to offer counter-proposals as they see fit.

## **ARTICLE XII GRIEVANCE PROCEDURES**

It is the purpose of this procedure to secure at the lowest possible administrative level, equitable solutions to alleged grievances of administrative employees through procedures under which they may present grievances and by which the Board and its Administrators are afforded opportunity to dispose of their differences.

### **Section 1.0 - Definition**

A grievance is a claim that there has been a violation of an express provision of this Agreement that is filed within thirty (30) school days of the time the Administrators knew, or should have known, of the act or condition on which the claim is based.

## **Section 2.0 - Procedures**

- A. Every employee in the unit shall have the right to present a grievance in accordance with the provisions hereof free from interference, coercion, restraint, discrimination, or reprisal.
- B. All grievances shall include the following information:
  - 1. The identity of the provision of this Agreement in the said grievance.
  - 2. The time when and the place where the alleged events or conditions existed if known.
  - 3. A general statement of the nature of the grievance.
  - 4. The remedies sought.
- C. All appeals and decisions shall be in writing and shall be promptly transmitted to the aggrieved, the Association and the BOCES.
- D. The preparation and processing of grievances insofar as practicable shall be conducted outside the hours of employment.
- E. The parties agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.
- F. At any grievance meeting each party has a right to representation and to confront and cross examine all witnesses called to testify and to call witnesses on one's own behalf.

## **Section 3.0 - Grievance Process**

- A. **Stage One - Immediate Administrative Supervisor**
  - 1. A party having a grievance will discuss it with the immediate administrative supervisor with the objective of resolving the matter informally. If the grievance is not resolved informally, it shall be reduced to writing and presented to the Supervisor. Within five (5) days of receipt of the written grievance the immediate supervisor will reduce his decision to writing and transmit it to the aggrieved and the Association.
  - 2. Election of an alternative course of action or remedy prior to the submission of a grievance at this stage shall be considered to be a waiver of the right of the employee thereafter to seek recourse by means of the grievance procedure.
- B. **Stage Two - District Superintendent**
  - 1. Any appeal of the Stage One decision must be submitted in writing to the District Superintendent within ten (10) school days of the receipt of the Stage One decision.
  - 2. The District Superintendent or his designee will schedule a meeting and render a decision within fifteen (15) school days of receipt of the appeal.
- C. **Stage Three - Board of Education**
  - 1. Any appeal of the Stage Two decision must be submitted by the Association to the Board of Education within ten (10) school days of the receipt of the Stage Two decision.
  - 2. The Board of Education will schedule a meeting in executive session and render a decision within thirty (30) school days of the receipt of the appeal.
- D. **Stage Four - Binding Arbitration**
  - 1. Any appeal to the stage three decision must be submitted by the association to the American Arbitration Association (copy to the District Superintendent) for arbitration in accordance with its Voluntary Labor Arbitration Rules within fifteen (15) school days of its receipt of the stage three decision.
    - a. Arbitration shall only involve claim violations to this agreement and shall not be contrary to law, Commissioner's Regulations or policies of the Board of Regents.

2. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.
3. The decision of the arbitrator shall be final and binding.
4. The cost for the services of the arbitrator will be borne equally by both parties.

**E. Time Limits**

1. Failure of the Association or of an aggrieved employee to comply with the time limits provided shall be considered as an acceptance of the last previous answer to the grievance and shall be the disposal of such grievance on that basis.
2. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
3. When a grievance arises late in the school year, the parties will attempt to agree on a shorter time limitation or, where possible, time limits would permit the grievance to be processed over the vacation period in an effort to resolve the grievance as quickly as possible.
4. The time limit specified may be extended by mutual agreement.

**ARTICLE XIII  
MISCELLANEOUS**

**Section 1.0 - Personnel Files**

Upon the request of any employee, the employee's immediate supervisor shall meet with the employee to discuss the contents of any document placed in the employee's official personnel file. No anonymous material may be placed in a unit member's personnel file.

**Section 2.0 - Travel**

Any employee who is required to use their personal vehicle for transportation in the performance of their duties shall be reimbursed for mileage at the current I.R.S. rate. Eligible mileage for itinerant employees shall be interpreted as that traveled between schools. Mileage shall not be paid from home to school.

**ARTICLE XIV  
SAVINGS CLAUSE**

If any provision of this Agreement or any application of the Agreement to any Administrator Employee or group of Administrator Employees of the Association shall be found contrary to law, then such a provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

**ARTICLE XV  
STATUTORY PROVISIONS**

**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 therefore, shall not become effective until the appropriate legislative body has given approval.**

**ARTICLE XVI  
DURATION**

The duration of this Agreement shall be July 1, 2009 through June 30, 2012.

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Mr. James Huber  
President, Oswego County BOCES  
Administrators' Association

---

Dr. Joseph P. Camerino  
District Superintendent  
Oswego County BOCES

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Date

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Date