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AD / 6643

**AGREEMENT BETWEEN THE  
BOARD OF COOPERATIVE EDUCATIONAL SERVICES  
OF ROCKLAND COUNTY  
AND THE  
BOCES ADMINISTRATIVE & SUPERVISORY STAFF  
ASSOCIATION  
JULY 1, 2005 TO JUNE 30, 2008**

As of 7/1/2005 - 21 employees

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**AN AGREEMENT**

Between the

**BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF ROCKLAND  
COUNTY**

and the

**BOCES ADMINISTRATIVE & SUPERVISORY STAFF ASSOCIATION**

**PREAMBLE**

In order to effectuate the provisions of Article 14 of the Civil Service Law, and to encourage and abet effective and harmonious working relationships between the Board of Cooperative Educational Services of Rockland County (hereinafter called the "Board") and the Administrative & Supervisory Staff in certificated positions in order that the cause of public education may best be served in the County of Rockland, THIS AGREEMENT IS MADE AND ENTERED INTO as the 14<sup>th</sup> day of September, 2005 by and between the Board of Cooperative Educational Services of Rockland County and the BOCES Administrative & Supervisory Staff Association (hereinafter called the "Association").

## ARTICLE I – RECOGNITION

The Board hereby recognizes the Association as the certificated exclusive representative of the Administrative & Supervisory Staff in certificated positions of the Board of Cooperative Educational Services of Rockland County, except for central office positions of district superintendent, assistant superintendents, assistants to the superintendent and program directors.

## ARTICLE II – GENERAL

The Board shall not discriminate in any way against any staff member by reason of membership on or participation in the activities of the Association or the exercise of rights granted under this Agreement, or by Law.

## ARTICLE III – MANAGEMENT RIGHTS

Except as specifically and expressly modified by the terms of this Agreement, the Board retains the sole and exclusive right to manage, direct, and supervise the affairs of BOCES. The District Superintendent or his designee and representatives of the Association shall meet on an as needed basis to discuss matters of mutual concern.

## ARTICLE IV – ASSOCIATION RIGHTS

- A. With prior approval of the District Superintendent, or the designee of the District Superintendent, the Association may have the use of school buildings without cost and at reasonable time for Association business meetings.
- B. The BOCES shall deduct from the salary of each unit member, who so authorizes in writing, dues for membership in the Association, if designated by said member and shall promptly transmit such deductions. Such authorizations shall be continuous unless agreed in writing.
- C. The BOCES shall print copies of this agreement and distribute a copy to each member of the Association.

## ARTICLE V – PROMOTIONS

- A. All vacancies in certificated administrative and supervisory positions shall be filled pursuant to the following procedures:
  1. Vacancies will be posted in Buildings 3, 4, 6, 7, 9, and every off-site Alternate School operated by BOCES, no later than ten (10) work days before the closing date of

- applications. Members of the bargaining unit will also be notified via office e-mail of all BOCES administrative openings.
2. Candidates for such vacancies will submit their applications in writing to the District Superintendent, or the designee of the District Superintendent, within the time limit specified in the notice.
  3. Vacancies will be filled on the basis of qualifications for the vacant position from all candidates, internal and external.
  4. Members of the Association who are applicants for promotional positions will be interviewed for the position.

#### **ARTICLE VI - ASSIGNMENT**

Except under exigent circumstances, reassignments shall be made on July 1, with notice being given to the administrator no later than June 1.

#### **ARTICLE VII - WORK YEAR**

The work year for all Supervisors and Administrative positions will be based on twelve months. All twelve month employees shall be entitled to twenty four (24) vacation days and the classified holiday schedule, with school recess days considered as work days. For any position designated at less than twelve months, the salary will be prorated accordingly. Vacation will be used in the fiscal year earned and will be earned on a prorated basis for each month employed. Vacation may be carried over into the next school year where the needs of BOCES prevent the unit member from taking previously scheduled vacation time.

#### **ARTICLE VIII - COMPENSATION AND EXPENSE ALLOWANCES**

- A. The salaries of all staff members covered by this agreement will be based on the salaries and salary regulations which are set forth in the Appendices and Schedules attached and part of this Agreement entitled "Basic Remuneration", "Performance Review" and "Schedule 1: Administrative Association Ranking and Salary Maximums".
- B. All staff members will be paid in bi-weekly installments during the term of employment.
- C. For all salary increases under the agreement, such increases will be reflected in the paycheck as soon after July 1 in each year of the contract term as possible, but no later than the first pay period in September, assuming all applicable year-end reports and evaluations are completed as required.

- D. Reimbursement for authorized use of employee's automobile to perform school duties shall be at the same rate as paid to other employees of BOCES. All claims for travel reimbursement will be submitted on forms provided by the Board.
- E. Any certificated administrator or supervisor who is on other than a 12-month contract, who is asked to work beyond the term of his/her contract, will be compensated on a prorata basis.
- F. Each member of the unit shall receive a longevity payment of \$1,250 effective in the eighth year of employment as an administrator with BOCES. Each member of the unit shall receive a longevity payment of \$2,000 effective in the fourteenth year of employment as an administrator with BOCES. These longevity payments shall be non-cumulative. Such longevity shall be considered for as an addition to the base pay and not calculated into the base pay for percent adjustment purposes. Longevity payments shall not be subject to withholding provisions as noted in Appendix B – Performance Review.

#### **ARTICLE IX – LEAVES OF ADMINISTRATORS AND SUPERVISORS**

Personnel will accumulate leave of absence with pay from the effective date of this Agreement, as follows:

**Non-Tenured Personnel:** 22 days per year for 12-month employees.

**Tenured Personnel:** 44 days per year for a 12-month employee to a maximum of 224 days inclusive of leave accumulated during non-tenured status.

**Part-Time Personnel:** Leave pro-rated according to a number of days worked per year at the rate of 20 days per year to a maximum of 180 days.

Leave during a school year for the purposes set forth below will be deducted from the accumulated leave total and is subject to the following regulations:

##### **A. Personal Illness or Injury**

An administrator or supervisor will notify, in advance of the next school day, except in emergency, their immediate superior of absence for illness or injury. A physician's statement may be required after three (3) consecutive days' absence.

The Board may require a physical examination after 3 days' illness by the Board's physician and the employee will be available for such examinations with reasonable notice. The opinion of the Board's physician as to illness or injury preventing the employee from performing his/her duties shall be binding upon all parties.

**B. Illness in Individual's Family**

Leaves of absence will be granted to administrators or supervisors in case of illness of members of the administrator's or supervisor's immediate family up to five (5) days annually. Immediate family is defined as spouse, parent, child, brother or sister.

**C. Bereavement**

1. In case of death in the immediate family (spouse, parent, child, brother or sister) up to five (5) days annually.
2. In case of death of a mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, up to two (2) days annually.
3. In case of death of a relative, not listed in or on the above, one (1) day annually.
4. In extenuating circumstances, leave may be extended at the discretion of the District Superintendent, or the designee of the District Superintendent.

**D. Personal Leave**

1. An administrator or supervisor may be granted up to two (2) days annually with prior approval of the District Superintendent or his designee for personal business which cannot be transacted outside of school hours, such as legal transactions, educational examinations, and other reasons deemed valid by the District Superintendent. Personal leave days may not be utilized for purposes of religious observance. In addition to the above, unit members may be granted one day annually for personal business without regard to the reason thereof.
2. Request for personal leave shall be made to the District Superintendent at least five (5) working days prior to the date of the leave. In the event of an emergency, the requirement shall be waived.
3. The foregoing schedule of allowable leave will be pro-rated for administrators and supervisors working less than full time according to the number of days worked annually.
4. Absences on school days beyond allowable leave will result in reduction in salary at the per diem rate of  $1/260^{\text{th}}$  for the 12 month employee.



**E. Non-Deductible Leave – Jury Duty**

Absence is allowed for jury duty. The administrators or supervisors will receive their regular salary.

An administrator or supervisor, upon notification of jury duty, will notify the District Superintendent immediately.

**F. Sick Leave Bank**

A sick bank shall be established for administrators who have exhausted their personal sick leave. BOCES shall contribute 50 days to the bank effective July 1, 1999. Administrators desiring to join the bank shall contribute five days per year. The bank shall be administered by a three member committee, one member selected by the District Superintendent and two members by the Association.

An individual who wishes to access the sick bank must submit a letter in writing to the Assistant Superintendent for Human Resources with the medical documentation indicating why such a leave is necessary. The committee as described above will review the request as quickly as possible. Days will be awarded in units of 5 up to a maximum of 20 days per request. A second request may be made for up to an additional 20 days for the same.

**ARTICLE X – EXTENDED LEAVE OF ABSENCE**

- A. A leave of absence without pay of up to two (2) years may be granted to any employee who joins the Peace Corps or serves as an exchange teacher and is a full-time participant in either of such programs. Upon return from such leave, such employee will be considered actively employed by the Board during the leave and will be placed on the salary schedule at the level they would have achieved if he had not been absent.
- B. Military leave will be granted to any employee who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, the employees will be placed on the salary schedule at the level which they would have achieved had they remained actively employed in the system during the period of their absence up to maximum of four (4) years.
- C. A child care leave up to two (2) years will be granted without pay or increment to unit members on tenure, upon their request. A unit member who becomes a parent (including the legal adoption of a child) shall notify the District Superintendent in writing at a reasonable time prior to the commencement of child care leave. Appropriate medical evidence of fitness may be required to return from such leave. child care leaves shall terminate at the beginning of a semester so as not to be disruptive of the educational program.

- D. A leave of absence without pay or increment of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family.
- E. All benefits or leave to which an employee was entitled at the time his/her leave of absence commenced will be restored to him/her upon his return.
- F. All requests for extended leaves will be applied for in writing and, if granted, permission will be given in writing.

#### **ARTICE XI – PROTECTION**

- A. Staff members will immediately report to their immediate superior in writing all cases of assault suffered by them in connection with their employment.
- B. This report will be forwarded to the District Superintendent and the Board who will comply with any reasonable request from the employee for information in their possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the employee, the police and the courts.
- C. If criminal or civil proceedings are brought against an employee for alleged infraction of duties in connection with his employment, such employee may request, and the Board shall furnish, legal counsel at no cost to the employee to defend the employee in such proceedings as provided in the Education Law, provided the employee was working within the scope of his or her duties.
- D. If a staff member is absent as a result of a personal injury due to unprovoked assault, the employee will be paid his/her full salary for the periods of such absence or the period of one year, whichever is less, and no part of such absence will be charged against his/her annual sick leave.
- E. The staff member shall be examined by a physician designated by the Board for the purpose of establishing the length of time during which the staff member is temporarily disabled from performing his/her duties, and the opinion of said physician as to the said period shall control.
- F. If any employee is injured on the job, he/she must file immediately for Worker's Compensation benefits and prosecute a claim for Worker's Compensation benefits. Any lost wages paid to the employee from the Worker's Compensation Board shall be returned to the BOCES.

## ARTICLE XII – PERSONNEL FILE

No document shall be placed in a member's Personnel File without the member's signature attached to the document unless the member refuses to sign, in which event the refusal shall be noted on the document and the document shall then be inserted in the employee's file. The member retains the right to respond in writing to any document in his/her file. Said response is to be securely attached to the document in question.

Any member may personally inspect his or her file and secure copies of documents therein in the presence of the Superintendent of the District Superintendent's designee in accordance with BOCES procedures.

## ARTICLE XIII – INSURANCE

### A. Health Insurance – The Statewide Plan

1. Any person appointed to a position for a period of at least three (3) months is eligible for enrollment immediately upon employment if:
  - (a) He or she works a regularly scheduled work week of twenty (20) hours or more,  
or
  - (b) He or she does not work on a regularly scheduled work week of twenty (20) hours or more, but is paid \$2,000 per year on an annual salary basis.
2. Effective January 1, 2006, the Board shall pay 65% of the total premium for health insurance and the administrators will pay 35% of the total premium for health insurance. This 65%-35% split of health insurance premiums shall continue each year.
3. The Board agrees to pay health program premiums on the same basis as the amount paid for teachers.
4. The cost to the Board of employees who elect to enroll under other available health insurance options shall not exceed the cost to the Board resulting from Sections 2 and 3 above.
5. (a) Unit members actively enrolled in the Rockland BOCES Empire Health Insurance Program on May 1, 1993, will have the right to receive an annual payment of \$800 in return for a waiver of their health insurance coverage for the following school year, if they are employed for that entire school year. The waiver must be in writing on a specific BOCES form, and must be executed and received by the Human Resources Office no later than September 1 in order to be effective for the following year. The waiver will remain in effect unless expressly rescinded by the unit member due to a major family crisis/incident (e.g., spouse loses job/health insurance, loss of coverage due to death of spouse). The \$800 payment for waiving the health insurance program

will be paid in two equal payments during the months of January and June or prorated if the unit member is no longer eligible for health insurance. Such payment will be processed through payroll and subject to tax withholding. If a unit member rescinds the waiver, that unit member will be required to reimburse any prorated monies given to him/her while participating in the waiver program. Their entrance back into the Empire Health Plan will be subject to the rules and regulations of that Plan. Unless the waiver is expressly withdrawn in writing by the participating unit member, the BOCES will continue the unit member in the waiver program in subsequent years.

(b) Unit members actively enrolled in the Rockland BOCES Empire Health Insurance Program as of July 1, 2003 will have the right to receive an annual payment of \$1,500.00 in return for a waiver of their family health insurance coverage and \$750 in return for a waiver of their individual health insurance coverage for the school year, if they are employed for that entire school year. The waiver must be in writing on a specific BOCES form, and must be executed and received by the Human Resources Office no later than September 1 in order to be effective for the year. The waiver will remain in effect unless expressly rescinded by the unit member due to a major family crisis/incident (e.g., spouse loses job/health insurance, loss of coverage due to death of spouse). The payment for waiving the health insurance program will be paid in two equal payments during the months of January and June or pro rated if the unit member is no longer eligible for health insurance. Such payment will be processed through payroll and subject to tax withholding. If a unit member rescinds the waiver, that unit member will be required to reimburse any pro rated monies given to him/her while participating in the waiver program. The unit member's entry back into the Empire Health Plan will be subject to the rules and regulations of that Plan. Unless the waiver is expressly withdrawn in writing by the participating unit member, the BOCES will continue the unit member in the waiver program in subsequent years.

6. It is agreed that there is to be no further change in the health insurance language applicable to the administrators during the term of this collective bargaining agreement.

**B. Dental Insurance – Appendix C for Specifications**

1. The Board agrees to pay Dental Program Premiums on the same basis as contributions paid for Teachers.
2. The Board agrees to provide the same or equivalent dental insurance benefits as specified in Appendix C but may substitute carriers or self-insure. Claims of non-comparability of benefits shall be subject to provisions of Article XV and Article XVI of this contract. Benefits offered to this employee unit shall be in accord with those enjoyed by other employee units within BOCES.

C. Life Insurance

BOCES shall provide all unit members with fully paid term life insurance in a face amount of \$100,000.

ARTICLE XIV – ANNUITIES

The tax sheltered annuity program is available to all personnel within the unit.

ARTICLE XV – GRIEVANCE PROCEDURE

A. Definitions:

1. A “grievance” is any dispute or controversy arising out of the interpretation or application of the terms or provisions of this Agreement.
2. An “aggrieved person” is the person or persons making the claim.
3. A “party of interest” is the person or persons making the claim, and the president of the Association or his designee.
4. The word “days” as used herein shall be understood to mean those days when unit members normally perform their duties.

B. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate, at any level of the procedure, and that written copies of the grievance and decisions be kept to resolve any future problems.
2. Nothing herein contained will be construed as limiting the right of any administrator or supervisor having a grievance to discuss the matter informally with the appropriate member of the administration at Level One, and having the grievance adjusted at that level, provided the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure:

Since it is important that the grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits may be extended, however, by written mutual agreement. All grievance proceedings shall be resolved before the beginning of the next school year or as soon as possible thereafter.

1. **Level One:** A grievance shall be reduced to a written statement briefly covering the specific nature of the alleged grievance. Enough detail to cover the time, occurrence and the specific article or rights and privileges infringed upon or violated shall be included in the statement.

Four copies, signed by the employee or Association representative acting on the employee's behalf, will be submitted to the employee's immediate superior. The immediate superior shall meet with the employee and Association representative within five (5) days after the receipt of the written grievance. Two written copies of the decision shall be submitted to the Association within five (5) working days after the meeting.

2. **Level Two:** If the aggrieved person is not satisfied with the decision of his/her grievance at Level One, and/or if no decision has been rendered within five (5) working days after presentation of the grievance at Level One, the employee may file a copy of the grievance with the President of the Association within five (5) working days after the decision at Level One. Within five (5) working days after receiving the written grievance, the President of the Association will refer the grievance to the District Superintendent of BOCES.

- (a) The District Superintendent will represent the administration at this level of the grievance procedure. Within five (5) working days after receipt of the written grievance by the District Superintendent, or the designee of the District Superintendent, the District Superintendent or the District Superintendent's designee, will meet with the aggrieved person and the president of the Association or his/her designee to resolve it. A written decision shall be filed with both the District Superintendent and the President of the Association within five (5) days of the decision.

- (b) If an employee does not file a grievance in writing with the District Superintendent within thirty (30) working days after the employee knew or should have known of the act or condition on which the grievance was based, then the grievance will be considered as waived.

3. **Level Three:** If the aggrieved person or the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) working days after he/she has first met with the District Superintendent or his designee, the grievance shall be referred to the Board of Education.

- (a) The Board will meet in executive session at its next regularly scheduled meeting to consider all grievances which have been submitted to it since its last such meeting. Any party in interest shall have the right to appear before the Board and be heard. Copies of the decision shall be filed with the President of the Association and the District Superintendent.

## ARTICLE XVI – ARBITRATION

- A. If a grievance cannot be settled in the third step of the grievance procedure, either party may submit the matter to arbitration. This notice must be served on the other party within ten (10) days after the failure of settlement of Step Three of the grievance procedure.
- B. Any request for the submission to arbitration by either party shall be in writing and signed by an authorized representative of the party requesting arbitration. The written statement shall restate the grievance as originally submitted in Step Three along with any further reference to this Agreement, and shall certify that the parties failed to reach an agreement in the grievance procedure set forth herein.
- C. A written stipulation defining the dispute shall serve as the basis for proceedings in the arbitration and shall be signed by both parties if the parties agree that the subject matter is properly referable to arbitration. If either party claims that the subject is not properly referable to arbitration under the terms of this Agreement, such a disagreement shall constitute a dispute subject to determination by arbitration proceedings as set forth herein. If the decision of the arbitrator is that the matter is arbitrable, the arbitrator shall then proceed to determine the matter on its merits.

Within ten (10) working days after such written notice of arbitration, representatives of the Board and the Association shall agree upon and select an arbitrator or arbitrators. If the parties cannot agree upon an arbitrator or arbitrators, the Association shall make a request to the American Arbitration Association to name a panel within twenty (20) working days.

- 1. Selection shall be made in accordance with the rules of the American Arbitration Association or by such procedures as may be mutually agreed upon by the parties involved.
  - 2. In the event, however, that the arbitrator is not available within twenty (20) calendar days after selection, an alternate shall be named. A hearing shall be started as soon as possible after the selection of the arbitrator.
  - 3. The expenses incurred in the procuring of an arbitrator and any miscellaneous expenses incurred by the arbitrator shall be borne equally by both parties.
- D. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the provisions of this Agreement or any agreement made supplementary hereto, and to render decision of award, but shall not have jurisdiction to add to, subtract from, or modify or alter in any way any of these terms. Further, the arbitrator shall be limited in its authority to a review and determination of the specific grievance submitted for arbitration in each individual instance.

- E. Lawfully rendered decision of the arbitrator shall not be inconsistent with the provisions of this Agreement, and shall be final and binding upon both parties.
- F. No reprisals of any kind will be taken by the Board or any member of the administration against any party in interest, any school representative, any member of the Council or any other participant in the grievance procedure by reason of such participation.
- G. Any party in interest may be represented at any or all stages of the grievance procedure by a person of his/her own choosing, except that the employee may not be represented by a representative or an office of any other organization other than the Association.
- H. Miscellaneous: If, in the judgment of the Association, a grievance affects a group or class of Administrators, the Association may submit a grievance in writing to the District Superintendent directly and the grievance will commence at Level Two. The Association may process such a grievance through all levels at the grievance procedure, even though the aggrieved person does not wish to do so.
  - 1. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
  - 2. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the District Superintendent and the Association and will be reproduced and given appropriate distribution by the District Superintendent, so as to facilitate operation of the grievance procedure.
  - 3. The Board agrees to make available to any aggrieved and/or his/her representative all the information not privileged under the law in its possession or control and which is relevant to the issue raised in the grievance.

## ARTICLE XVII

### Section 204a – Civil Service Law

Section 204a – Agreements between public employers and employee organizations.

“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 XVIII

### Section 210 – Civil Service Law

The Association through its officers agrees to comply with the provisions of Section 210, Article 14 of the Civil Service Law and affirms that it does not assert the right to strike against any Government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

## ARTICLE XIX – NEGOTIATION PROCEDURES

- A. Negotiations for a successor agreement shall be commenced not earlier than November 1, nor later than December 1, except by mutual consent, at any time upon the request of either party. A tentative list of proposals for negotiations shall be submitted in writing by each party to the other at least one (1) week prior to the first meeting. A final list of proposals shall be presented at the second meeting.
- B. Meetings shall be held until the parties reach an agreement or until an impasse is reached. In the event of impasse, the parties will pursue the remedies for impasse resolution under the Civil Service Law.

## ARTICLE XX – AGREEMENT OF PARTIES

This agreement constitutes the entire engagement of the parties. Neither party will be required, during the term of this Agreement, to negotiate with respect to any subject not provided for in this Agreement.

ARTICLE XXI - TERM OF AGREEMENT

This agreement shall remain in full force and effect from July 1, 2005 to June 30, 2008. This agreement will continue in effect from year to year after June 30, 2008 unless either party is notified by the other of its desire to terminate, amend, or modify such agreement, by the 1<sup>st</sup> of December preceding the expiration date. The parties agree that once negotiations have been completed and the Agreement ratified, negotiations will not be reopened during the life of the agreement except by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereunto set their hand and seals this \_\_\_\_\_ day of \_\_\_\_\_

BOARD OF COOPERATIVE EDUCATIONAL SERVICES  
OF ROCKLAND COUNTY

BY James M. Ryan 2/2/06  
JAMES M. RYAN, Ed.D.  
District Superintendent

BOARD OF COOPERATIVE EDUCATIONAL SERVICES  
OF ROCKLAND COUNTY

BY David A. Grammerstorf 2/8/06  
DAVID GRAMMERSTORF  
President

BOCES ADMINISTRATIVE & SUPERVISORY STAFF  
ASSOCIATION

BY Pamela S. Charles  
PAMELA CHARLES  
President

## APPENDIX A – RENUMERATION

1. All positions in the Administrative Association Bargaining Unit shall be compensated according to the schedule attached hereto. For new positions created in this unit, the Board will provide, in writing to the Association's President, the position's ranking percentage and the criteria used for determining this ranking percentage. A dispute arising with regard to this ranking or criteria for ranking shall be subject to Article XV of this contract but not Article XVI.
2. Entry-level salaries with BOCES shall be determined as a percentage of the initial year's maximum.
3. A computation will be made to determine the percentage that each employee's initial annual salary, as established at hiring, bears to the maximum salary established for said position under this contract for the year in which said employee is hired.
4. Employees earning less than the maximum salary for their positions shall receive a salary increase of 3% toward the maximum salary, provided, however, that such increase may not result in a salary in excess of the maximum.
5. Rank and salary maximum of any title may be adjusted at the discretion of the BOCES for change in duty/responsibility/job description for that particular title. No position's rank shall be lowered during the contract term without the permission of the Association.
6. In the event of unsatisfactory job performance as determined through the performance evaluation system the individual will be frozen at their then current salary. The individual shall not be entitled to advance toward maximum until a year-end performance evaluation becomes satisfactory and then will progress from the frozen step in the manner outlined in the steps above.
7. The Board may provide increased compensation for any one year during that year beyond that provided by the above guidelines in recognition of inordinate, unanticipated growth in existing or new programs.
8. A unit member must attain his/her maximum salary by at least the tenth (10<sup>th</sup>) year of employment, provided that a satisfactory performance rating has been received in each year.
9. In addition to the salary increases which result from movement toward maximum salaries, salaries for each unit member shall increase by 3% in 2005-06, 3% in 2006-07, and 2.75% in 2007-08.

10. The maximum salary shall be increased by \$1,000.00, effective July 1, 2005. Said increase shall apply to each member currently receiving a maximum salary in his or her respective title. Other unit members shall reach the new maximum salaries as provided in paragraphs 4 and 6 above. Salary calculations for the 2005-06 year will be based on the maximum salary established for the 2005-06 school year.
11. A flexible benefit plan or cafeteria plan will be made available to all unit members to the same extent as that program is made available to members of the teachers unit. The plan is offered in accordance with Internal Revenue Code Section 125 and the election form for employees shall be substantially in the form presently used by members of the teacher's unit.

#### APPENDIX B – PERFORMANCE REVIEW

- I. For all years during the term this agreement is in effect, any employee in the unit whose performance for any particular or any specific school year is rated unsatisfactory, shall not receive any increase in remuneration as said increases are established under Appendix A of this agreement.

In any instance where an employee's performance is found to be unsatisfactory by the evaluator(s), the evaluator(s) shall state suggestions as to how the employee may improve his/her performance in order to be satisfactory in those areas where he/she was found to be unsatisfactory.

- II. If any employee contends that he/she should have received a rating of satisfactory, with corresponding remuneration, he/she shall be entitled to apply for review of his/her performance rating to the Personnel Committee of the Board of Education. The application for review shall be submitted to the Personnel Committee and shall contain a clear and concise statement of the employee's position. It shall be sufficiently clear to set forth the nature of the employee's claims. The application for review must be submitted to the office of the District Superintendent within ten (10) days from the receipt by the employee of notice that his/her performance was found to be not satisfactory. The application of notice for review shall not exceed eight (8) pages. The evaluator(s) may submit a response to the application for review, not to exceed eight (8) pages in length.

The employee who has applied for review of his/her evaluation shall be entitled to appear personally (without any other representation by Association, counsel or otherwise) before the Personnel Committee and present oral argument on the specific points or items set forth in the application for review. The presentation by the employee shall not exceed one (1) hour. The evaluator(s) shall have the right to present oral argument on the evaluation and on the written response to the employee's application for review, which would not exceed one (1) hour. the evaluator(s) would present their position first.

During his/her one (1) hour presentation to the Personnel Committee, the employee may ask questions of the evaluator(s) as long as the questions relate to the items raised in the application for review.

Both the employee and the evaluator(s) shall be allowed a period of ten (10) minutes to present rebuttal arguments and the employee would have the final rebuttal.

The Personnel Committee shall render its decision in writing within fifteen (15) working days after the date of the hearing is held.

The District Superintendent may attend the meeting.

It is understood that the decision of the Personnel Committee shall not be subject to the grievance/arbitration process and shall not be challenged by the employee of the Association in any other manner. In addition, it is understood that the evaluation process and the application for review process, including all related procedural and substantive aspects thereof, shall not be the subject of any grievance or arbitration proceeding. The application for review process shall only apply to instances where an employee's performance has been found unsatisfactory and is not receiving any increase in remuneration under Appendix A. The review process shall not apply in any other instance concerning performance evaluations, whether for tenure determinations or for any other reason.

### **APPENDIX C - GROUP DENTAL INSURANCE SPECIFICATIONS**

**Eligible Employees:** All employees on a regularly scheduled work week, minimum of two-and-a-half (2-1/2) days per week, ten (10) months per year, and earning at least \$2,000 per year on a salary schedule.

**Eligible Dependents:** An insured's spouse and unmarried children to age 19 and unmarried children of the insured who are full-time students under age 23.

**Term:** Continuous from September 1, 1972

**Effective Date:** For employees hired on July 1, 1972 or later: waiting period of one year; effective date the first day of month following end of waiting period.

<b>Deductible:</b>	Individual	25.00
	Maximum per family-two	50.00
	Common accident provision included	

**Carry-Over Provisions:** All or part of a deductible satisfied in the last three months of a policy year will be used to satisfy the deductible in the next

policy year.

**Maximum Benefit  
for Policy Year:**

1,000 maximum for each insured and 1,000 for each dependent with the exception of orthodontics which is a separate 500 maximum for each insured and each dependent.

**Co-Insurance:**

All charges – 75% by insurance company of regular and customary charges of a dentist: 25% by insured.

**Covered Charges:**

All dental service and supplies, including loss, theft, fillings (including gold), x-rays, cleaning, crowns, pontics, inlays, bridgework, dentures. Repairs and replacement of the bridgework and dentures. Prescribed drugs, periodontal, oral surgery, root canal therapy. Extractions and space maintainers.

This is a partial listing. All dental services are to be covered.

**Pre-Existing  
Conditions:**

Covered in full as long as work has not started.

**Courses of  
Orthodontic  
Treatment Started  
Before Effective  
Date of Insurance:**

Covered for charges after the effective date with no reduction of benefits on work completed before the effective date.

**Extended Benefits:**

All benefits lapse on final date of employment.

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RANKING & SALARY MAXIMUMS

POSITION TITLE	FTE	RANK	1.03	1.03	1.0275
			2005-2006	2006-2007	2007-2008
			MAXIMUM SALARIES		
			\$ 115,276	\$ 118,734	\$ 121,999
Supervisor Sp Ed	1	1.03	\$ 118,734	\$ 122,296	\$ 125,659
Supervisor Adult Ed	1	1.03	\$ 118,734	\$ 122,296	\$ 125,659
Principal	1	1	\$ 115,276	\$ 118,734	\$ 121,999
Program Developer	1	1	\$ 115,276	\$ 118,734	\$ 121,999
Asst. Principal	1	0.85	\$ 97,985	\$ 100,924	\$ 103,700
Project Director SETRIC	1	0.93	\$ 107,207	\$ 110,423	\$ 113,460
Regional SETRIC Trainer	0.9167	0.93	\$ 98,276	\$ 101,225	\$ 104,008
Program Administrator	1	0.85	\$ 97,985	\$ 100,924	\$ 103,700
Sch. Lib. Sys Coord.	0.9167	0.80487	\$ 85,053	\$ 87,605	\$ 90,014
Prin. Reg Night H.S.	0.18	0.61	\$ 12,657	\$ 13,037	\$ 13,396
Prin. Reg Summer Sch	1	0.1	\$ 11,528	\$ 11,873	\$ 12,200
Administrative Intern	1	0.527	\$ 60,750	\$ 62,573	\$ 64,294

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