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

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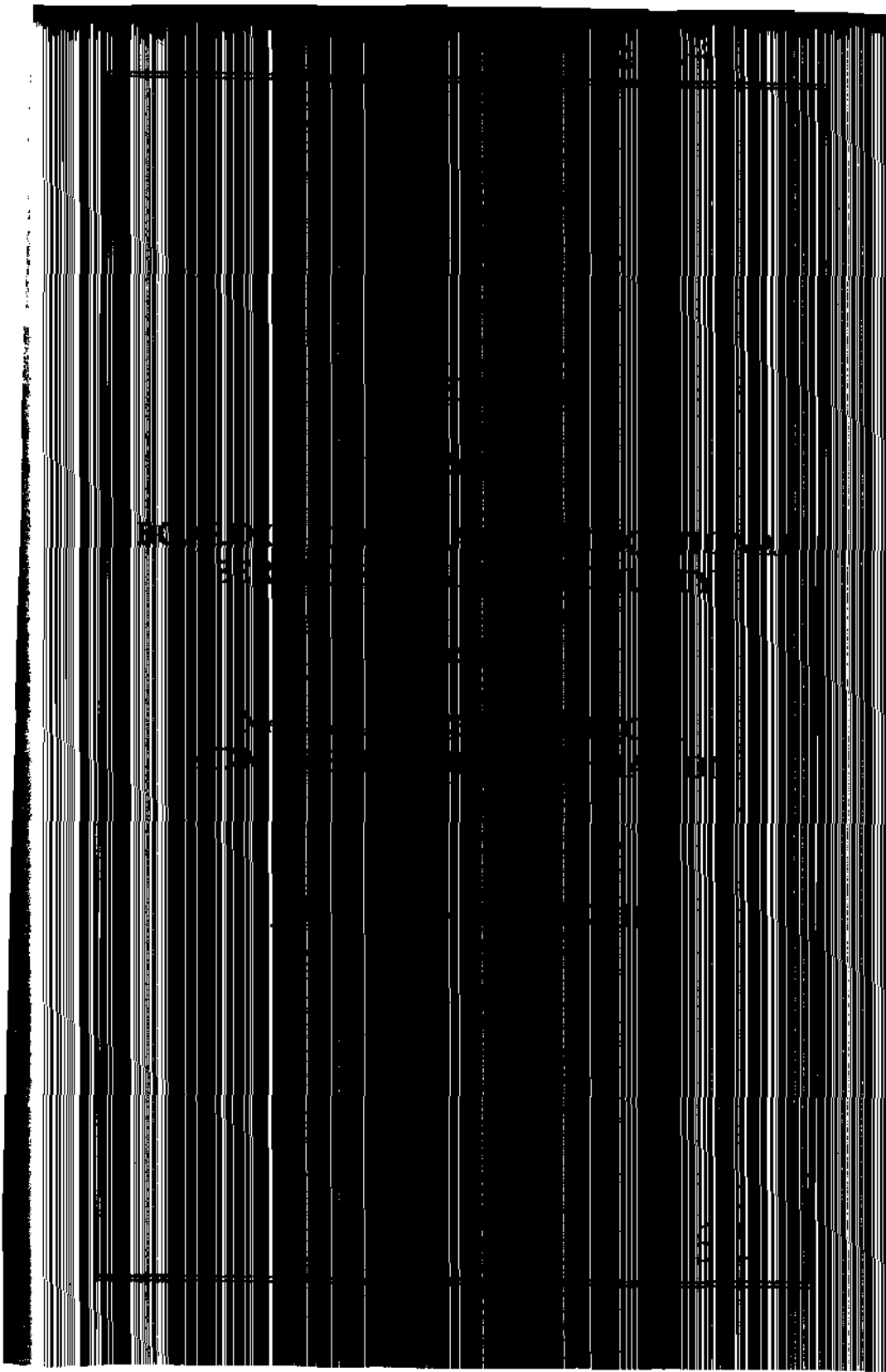




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**THE AGREEMENT**

This AGREEMENT is entered into by and between the NASSAU BOCES TECHNICAL ADMINISTRATORS ASSOCIATION (hereinafter referred to as the "ASSOCIATION") and the BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY (hereinafter referred to as the "BOCES").

**WITNESSETH:**

WHEREAS, the BOCES has recognized the ASSOCIATION in accordance with the New York State Public Employment Relations Act as the sole and exclusive bargaining representative of the employees in the negotiating unit, and desires to set forth agreements reached with respect thereto,

NOW, THEREFORE, in consideration of the mutual promises and obligations herein contained, the parties hereto agree as follows:

**ARTICLE 1 - RECOGNITION OF UNIT**

**Section 1.1 - Recognition**

The BOCES recognizes the ASSOCIATION as the sole and exclusive collective bargaining representative for the employees as defined in Section 1.2 of this Article. Recognition shall be for the maximum period permitted by law.

**Section 1.2 - Unit Description**

Whenever used in this Agreement, the term "employee" shall mean all Senior Manager I, Program Supervisor, Senior Manager II, Program Manager I, Senior Manager III, Program Manager II, Program Manager III, System Specialist, Assistant Program Manager, and Staff Assistant, excluding employees designated as managerial and/or confidential by the Public Employment Relations Board.

**Section 1.3 - Savings Clause**

Should any part of this Agreement be declared unlawful or unenforceable by a final decision of the highest court of competent jurisdiction, the remainder of the Agreement shall remain valid.

**Section 1.4 - Taylor Act Provision (Section 204a)**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR BY PROVIDING THE

ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**Section 1.5 - Duration**

This contract shall be effective as of the 1st day of July, 2011 and shall terminate on June 30, 2016. It shall be retroactive to July 1, 2011, unless otherwise set forth herein.

**ARTICLE 2 - ASSOCIATION DUES**

**Section 2.1 - Payroll Deduction Authorization**

The BOCES shall deduct in equal consecutive payments out of the current wages payable to each employee member of the ASSOCIATION who individually so requests, the annual membership dues as certified in writing by the ASSOCIATION thirty (30) days prior to commencement of such deductions, upon receipt of a duly executed payroll deduction authorization of the employee. Such payroll deduction authorization shall be irrevocable for a period of one (1) year from the date thereof, and shall be renewed automatically for each successive school year, unless revoked by the employee in writing.

**Section 2.2 - ASSOCIATION to Indemnify BOCES**

The ASSOCIATION shall indemnify and save BOCES harmless from any and all claims, grievances, actions, suits, or other forms of liability or damage that arise out of or by reason of any action taken by BOCES for the purpose of complying with this Article, and the ASSOCIATION assumes full responsibility for the disposition of the funds deducted under Section 2.1 of this Article as soon as they have been remitted by BOCES to the ASSOCIATION.

**ARTICLE 3 - SALARIES**

**Section 3.1 - Purpose of Article**

The purpose of this Article is to provide a basis for the computation and payment of salaries. The calculation and computation of all salaries shall be governed in accordance with the procedures set forth in this Article.

**Section 3.2 - Board Grade/Salary Plan**

The parties agree that salaries shall be graded in accordance with the Board Grade/Salary Plan as shown in Appendix 1, which is attached hereto and made part of this Agreement. It is further agreed that the relative ranking of positions by title within the Board Grade/Salary Plan, and the number of grades or positions to be included in the overall organization plan are prerogatives of the BOCES.

**Section 3.3 - Salary Determination**

1. For the 2011-2012 and 2012-2013 school years, BOCES shall not appropriate any funds for distribution based upon individual satisfactory performance evaluations of each administrator. Therefore, no unit member will receive an increase in salary pursuant to this Section for the 2011-2012 and 2012-2013 school years.

2. Effective July 1, 2013, BOCES shall appropriate 1.00% of the payroll of members of the unit, as the same is determined as of June 30, 2013. All of the resulting salary fund shall be distributed pursuant to the determination of the District Superintendent of Schools and shall be based upon individual satisfactory performance evaluations of each administrator.

3. Effective July 1, 2014, BOCES shall appropriate 1.35% of the payroll of members of the unit, as the same is determined as of June 30, 2014. All of the resulting salary fund shall be distributed pursuant to the determination of the District Superintendent of Schools and shall be based upon individual satisfactory performance evaluations of each administrator.

4. Effective July 1, 2015, BOCES shall appropriate 1.65% of the payroll of members of the unit, as the same is determined as of June 30, 2015. All of the resulting salary fund shall be distributed pursuant to the determination of the District Superintendent of Schools and shall be based upon individual satisfactory performance evaluations of each administrator.

5. Salary ranges for the years 2011/2012, 2012/2013, 2013/2014, 2014/2015 and 2015/2016 are attached hereto as Appendix 1.

6. The parties agree that those unit members whose salary increases for the 2011/2012, 2012/2013, 2013/2014, 2014/2015 and 2015/2016 school years are insufficient to meet the minimum of the applicable salary range as set forth in Appendix 1 shall be granted an additional salary increase as necessary to reach said range minimum, capped annually at fifteen (15%) percent. Effective July 1, 2013 and sunsetting on June 30, 2016, such salary increases shall not be subject to a cap.

7. In each of the fiscal years covered by this contract, salary increases shall be effective on July 1 as set forth below in Article 3, § 3.3 (9). Any unit member hired at a starting salary other than that set forth in Appendix 1 as the minimum for his/her particular title shall not be eligible for any applicable negotiated percentage increase until the July 1<sup>st</sup> following the unit member's date of hire.

8. The salary ranges shall be increased as follows:

Effective July 1, 2011, the salary ranges shall remain at the amounts in effect on June 30, 2011.



Effective July 1, 2012, the salary ranges shall remain at the amounts in effect on June 30, 2012.

Effective July 1, 2013, the salary ranges shall be increased by 1%.

Effective July 1, 2014, the salary ranges shall be increased by 1.35%.

Effective July 1, 2015, the salary ranges shall be increased by 1.65%.

9. Effective January 1, 2010, upon the achievement of career level status, the base salary of the unit member attaining career level status shall be increased by \$2250.

It is understood by the parties that effective January 1, 2010, said increase of \$2250 shall be applied to the base salary of unit members who have already achieved career level status.

Said increases shall be permanent increases to be applied only once to the affected individuals' base wages.

#### Section 3.4 - Career Level Salary Program

1. A Career Level Salary Program was established for unit members effective July 1, 1998. The program is described as follows:

A. Salary minimums and career levels are set forth in Appendix 1. Grade Assignments by job title are set forth in Appendix 2.

B. All individual salary increases are capped annually at 15%, inclusive of negotiated percentages and the system adjustments. Notwithstanding the above, effective July 1, 2013 and sunsetting on June 30, 2016, individual salary increases shall not be subject to a cap.

C. For those unit members who are active employees in the unit prior to May 22, 2014, movement to the Career Level requires a minimum of four years of service in title at the Nassau BOCES. For those unit members employed on or after May 22, 2014, movement to the Career Level requires a minimum of five years of service in title at the Nassau BOCES.

D. Movement to the Career Level Salary will be a performance-based decision by the Executive Director, subject to review by the District Superintendent (or his designee) and will be based on criteria described in the evaluation forms set forth in Appendices 3 and 4.

2. A unit member shall have the right to meet with the immediate Supervisor and/or the Executive Director, at the specific request of the individual, at the mid-point of the third year (or for unit members employed on or after May 22, 2014, at the mid-point of the fourth year), and again at the mid-point of any future year if Career Level Status has not yet been approved.

3. For those unit members who are active employees prior to May 22, 2014, the 4<sup>th</sup> anniversary date of the effective starting date to the specific title shall be used as the effective date for Career Level Salary, rather than July 1<sup>st</sup> following completion of the fourth year. However, the individual administrator shall be responsible for submitting to the Executive Director of Human Resources, no later than four months prior to the 4<sup>th</sup> anniversary date, a Request for Career Level Status form and a portfolio demonstrating the record of achievement in the position.

4. For those unit members employed on or after May 22, 2014, the fifth anniversary date of the effective starting date to the specific title shall be used as the effective date for Career Level salary, rather than July 1<sup>st</sup> following completion of the fifth year. However, the individual administrator shall be responsible for submitting to the Executive Director of Human Resources, no later than four months prior to the fifth anniversary date, a Request for Career Level Status form and a portfolio demonstrating the record of achievement in the position.

5. With the exception of those unit members who were eligible for Career Level movement prior to April 1, 2010, effective July 1, 2010, all unit members seeking Career Level Status will submit their paperwork, including the Request for Career Level Status form and a portfolio demonstrating the record of achievement in the position, prior to their 4<sup>th</sup> or 5<sup>th</sup> anniversary date, as applicable, with Nassau BOCES in their specific title. If they do not meet that deadline, those unit members will not be eligible.

**Section 3.5 - Longevity**

Longevity payments shall be made to unit members who have completed the following years of uninterrupted service as a BOCES administrator:

			7/1/11	7/1/12	7/1/13	7/1/14	7/1/15
1.	7-9 years		\$303	\$303	\$303	\$303	\$600
2.	10-14 years	additional	\$1445	\$1445	\$1445	\$1445	\$1572
3.	15+ years	additional	\$2138	\$2138	\$2138	\$2138	\$2239

**Section 3.6 - Review of Salary Determination**

Any employee who feels aggrieved by his/her merit salary determination may apply directly to the District Superintendent of Schools for a review thereof, without first exhausting Steps 1 and 2 of the grievance procedures set forth below. The grievant shall specify in writing the basis of his/her objection to the merit salary determination and the time limitations set forth below in Step 3 of the grievance procedure shall be applicable. As an alternative, the grievant may confer directly with the District Superintendent concerning his/her objections.

**Section 3.7 - Position Review Advisory Committee**

A committee shall be established composed of three (3) unit members appointed by the ASSOCIATION and three (3) persons appointed by the District Superintendent of Schools to review responsibility levels, relative rankings of positions held by unit members, and/or placement of unit members in the salary ranges as defined in Appendix 1 attached hereto. Said review shall be initiated only upon request of a unit member. Such a committee shall submit its analysis and recommendations to the District Superintendent of Schools within twenty (20) days after being assigned an issue for review.

**Section 3.8 - Range Committee**

A committee of unit members and management shall be created to study salary ranges and titles to determine if changes are appropriate and to make recommendations to the Board for its review. It is understood that the Board is not required to accept the recommendations.

**Section 3.9 - Mileage Allowance**

Unit members who are required to drive their own automobiles in the performance of their duties shall be compensated therefor at the mileage rate established by the Internal Revenue Service (IRS) that is in effect at the time the mileage is traveled.

**ARTICLE 4 - SICK LEAVE**

**Section 4.1 - Rate of Accrual**

A unit member whose appointment by the BOCES specifies an employment period of twelve (12) months duration in a fiscal year and who is in the employ of the BOCES on July 1 of any fiscal year shall be credited with eighteen (18) days of sick leave with pay as of that date. A unit member whose appointment by the BOCES specifies an employment period of less than twelve (12) months duration in any fiscal year and who is in the employ of the BOCES at the commencement of the school year shall be credited with fifteen (15) days of sick leave with pay as of the first day of the school year. A unit member whose

appointment specifies an employment period of twelve (12) months and who enters the employ of the BOCES after July 1 shall be credited with paid sick leave on a pro rata basis.

A unit member whose appointment specifies an employment period of less than twelve (12) months and who enters the employ of the BOCES after the first day of the school year shall be credited with paid sick leave on a pro rata basis.

While sick leave shall be credited to unit members in accordance with the above, administrators whose appointments entitle them to eighteen (18) days of sick leave shall be considered to earn such leave at the rate of 1.5 days per month of employment, or a fraction thereof, during the fiscal year; and administrators whose appointments entitle them to fifteen (15) days of sick leave shall be considered to earn such leave at the rate of 1.25 days per month of employment, or a fraction thereof, during the school year.

#### **Section 4.2 - Accumulation of Sick Leave**

Sick leave credited under Section 4.1 of this article and not used in any school year may be carried forward from year to year to a maximum accumulation of two hundred fifty (250) unused days. It is expressly understood that this maximum accumulation shall be for general leave purposes only, and in no way modifies the limitations set forth in Section 4.3 below.

#### **Section 4.3 - Retirement Adjustment**

Unused accumulated sick leave shall be paid upon the retirement or death of unit members employed on or before June 30, 1980. Effective July 1, 1980, no additional accumulations of sick leave for pay purposes shall occur, and unit members hired on or after July 1, 1980 shall not participate in said benefit. Each unit member hired on or before June 30, 1980 shall, as of said date, be permanently vested with the number of sick days accumulated as of that date. At retirement, or upon death, the unit member, or his/her estate, shall be paid one (1) day's pay for every day of unused accumulated sick leave up to the maximum certified as of June 30, 1980. Notwithstanding the expiration of the within Agreement, and subsequent agreements between the parties, the benefits established by this section shall be permanently vested for each employee subject to the following:

In the event that, due to illness, a unit member uses any or all of said permanent vested accumulation of sick leave after June 30, 1980, the days so used shall be subtracted from the number of vested days. The unit member may thereafter replenish his/her vested unused accumulated sick leave balance up to the aforesaid June 30, 1980 vested amount by subsequent sick leave accumulation. However, in no event shall said accumulation for compensation purposes exceed the vested amount certified as of June 30, 1980.

**Section 4.3(a) - Rate of Pay for Vested Sick Leave**

The rate of compensation for vested sick days shall be the rate paid to the unit member at retirement or death, calculated at the per diem rate of 1/240th of the unit member's annual salary.

**Section 4.3(b) - Designation of Beneficiary**

A unit member entitled to the foregoing benefit shall designate, during the term of his/her employment, a beneficiary to receive said benefit in the event of the unit member's death. Failure to designate a beneficiary shall not constitute a waiver of this benefit.

**Section 4.3(c) - Felony Penalty**

In the event any unit member is convicted of a felony under New York State Penal Law related to work, the unit member forfeits payout of any leave accumulation under this collective bargaining agreement upon separation from service.

**Section 4.4 - Major Medical Leave**

Upon exhaustion of accumulated and credited sick leave, a unit member may be granted, by action of the BOCES, in its sole discretion, leave with pay for a period of ninety (90) calendar days for any disabling injury or illness or any injury or illness requiring long-term hospital confinement. No unit member shall be eligible for consideration for such leave unless written certification of such disability or hospital confinement is submitted directly by a physician to the BOCES. Leaves granted under this section for periods of less or greater duration than ninety (90) days may be granted in the sole discretion of the BOCES. The unit member's years of service and attendance record prior to the injury/illness should be considered as factors in the Board's deliberations. BOCES shall respond in writing to the unit member's request within forty-five (45) days of the date it was submitted in writing to BOCES.

**Section 4.5 - On-the-job Injuries**

When an administrator is absent from employment and unable to perform his/her duties as a result of personal injuries occurring in the course of his/her employment, for which injury he/she is eligible to receive Workers' Compensation payments, as certified by the Workers' Compensation Board, said administrator shall, for any period for which compensation payments are made, excluding the statutory waiting period, be paid full salary for one hundred and ten (110) days so long as such administrator endorses over to BOCES all payments in lieu of salary made on the case by the Workers' Compensation insurance carrier. The foregoing benefit shall be paid for each separate and distinct injury suffered by the employee.

## **ARTICLE 5 - LEAVES OF ABSENCE**

### **Section 5.1 - Annual Leave**

Unit members employed on a twelve (12) month basis shall be entitled to twenty-two (22) days leave with pay per calendar year to be taken as approved by the appropriate department head or his/her designee, consistent with the needs of the agency. Such annual leave shall be earned at the rate of 5.5 days for each three (3) months of employment from the anniversary date of employment, and may be accumulated from year to year, up to a maximum accumulation of forty (40) days. Effective June 30, 2014, the maximum accumulation shall be increased to forty-four (44) days. Unit members employed on a ten (10) month basis shall not be entitled to annual leave, except employees who previously accumulated annual leave while serving on a twelve (12) month appointment shall be permitted to utilize such accumulated time, subject to supervisory approval.

The ASSOCIATION agrees that unit members will comply with the BOCES' policy which, in recognition of the recommendation of BOCES' independent auditors, requires that administrators in "sensitive" positions use an appropriate amount of vacation earned in each fiscal year; i.e., minimum vacation usage of fifty percent (50%) of vacation earned in each fiscal year, with a maximum vacation balance not to exceed two hundred percent (200%) of vacation earned in one fiscal year. Unit positions defined as "sensitive" for purposes of this clause shall be designated by the District Superintendent of Schools on the recommendation of the BOCES' independent auditors.

Upon resignation for the purpose of retirement, under the New York State Teachers' Retirement System or the New York State Employees' Retirement System, unit members shall be paid the cash equivalent value of up to forty (40) accumulated annual leave days at a per diem rate of 1/240<sup>th</sup> of his or her annual salary. In the event of the death of the unit member while in service, the aforesaid cash value of accumulated annual leave days shall be paid to his or her estate.

### **Section 5.2 - Personal Leave**

Unit members shall be entitled to two (2) personal leave days each year upon at least two (2) days notice to the appropriate supervisor. Such personal leave shall not be cumulative, and unused personal leave days, or fractions thereof, shall not be carried forward from year to year.

At the conclusion of each school year, unit members will be permitted to convert any unused personal days to sick leave, provided that the contractual limitation on sick leave accumulation is not exceeded. Such conversions will be permitted for whole days only—no fractions.

**Section 5.3 - Recess Days**

Unit members shall be given up to four (4) additional days off per year to be taken during school recess periods and/or during the summer, subject to the approval of the District Superintendent of Schools or his/her designee based upon the needs of the agency and scheduling. Such recess days shall not be cumulative and shall not be carried forward from year to year if unused or if request for same has been denied.

**Section 5.4 - Bereavement Leave**

Unit members shall be entitled to bereavement leave of one (1) day, except that in the event of a death in the immediate family, unit members shall be entitled to bereavement leave of five (5) consecutive days, not including weekends and legal holidays. For purposes of this section, the term "immediate family" shall mean spouse, child, brother, sister, parent, substitute parent, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law and domestic partner as defined by the New York State Health Insurance Plan.

**Section 5.5 - Special Grant Leave**

Unit members may request leave for special purposes such as study, research, or special projects of benefit to BOCES. Such leave may be granted in the sole discretion of BOCES, and the amount of pay to be granted shall be determined based on the costs and merits of the project, along with other related factors to be determined by the District Superintendent of Schools.

**Section 5.6 - Leave of Absence Without Pay**

Unit members shall be permitted unpaid leaves of absence for good cause upon written approval of the District Superintendent of Schools and ratification by the Board. Such leaves of absence without pay shall not exceed a period of one (1) year.

**ARTICLE 6 - BENEFITS**

**Section 6.1 - Health Insurance**

The BOCES shall provide to any unit member who wishes to enroll, individual or family health coverage pursuant to HIP, HMO, or the health insurance plan offered by the State of New York (at the time of execution of this Agreement, the "Empire Plan"), as designated by the individual administrator.

Unit members appointed to a benefits-eligible position in the Nassau BOCES prior to May 22, 2014, as a payroll deduction, via payroll deduction, shall pay a sum equal to twenty

percent (20%) of the premium applicable to the health insurance coverage selected by the Administrator.

Unit members appointed to a benefits-eligible position in the Nassau BOCES on or after May 22, 2014, as a payroll deduction, via payroll deduction, shall pay a sum equal to twenty-five percent (25%) of the premium applicable to the health insurance coverage selected by the Administrator.

\* The increased premium contribution applicable to unit members appointed to benefits-eligible positions on or after May 22, 2014 shall not be relied upon by the BOCES at any time to permit a corresponding increase in retiree contributions for current retirees or for any future retirees who are current active BOCES employees who were appointed to a benefits-eligible position in the Nassau BOCES prior to May 22, 2014.

Effective July 1, 2009, domestic partner coverage shall be included for active employees during active service.

**Section 6.1(a) - Bonus for Waiver of Health Insurance**

For the 2011/2012, 2012/2013, and 2013/2014 school years, unit members who, upon presentation of evidence of dual coverage and execution of an appropriate waiver agreement, voluntarily waive health insurance coverage for an entire fiscal year shall, following the conclusion of said fiscal year receive a bonus payment of \$4,000 for the waiver of family coverage and \$2,500 for the waiver of individual coverage. For the period July 1, 2014 to December 31, 2014, unit members who, upon presentation of evidence of dual coverage and execution of an appropriate waiver agreement, voluntarily waive health insurance coverage for this entire period shall, following the conclusion of said period receive a bonus payment of \$2,000 for the waiver of family coverage and \$1,250 for the waiver of individual coverage. Beginning January 1, 2015, unit members who, upon presentation of evidence of dual coverage and execution of an appropriate waiver agreement, voluntarily waive health insurance coverage for an entire calendar year shall, following the conclusion of said calendar year receive a bonus payment of \$4,000 for the waiver of family coverage and \$2,500 for the waiver of individual coverage.

Eligibility for a bonus based upon the premium for family coverage shall be limited to persons in a unit as of July 1, 2002; i.e., persons hired after July 1, 2002, shall not be eligible for a bonus based upon the family coverage premium.

Unit members who changed from individual coverage to family coverage during the twelve (12) month period immediately preceding execution of this Agreement shall only be eligible for a bonus payment in the amount of \$2,500.

Unit members provided family health coverage who execute an appropriate waiver agreement, and who voluntarily change to individual coverage for an entire fiscal or



calendar year, as applicable, shall, at the conclusion of said fiscal or calendar year, receive a bonus payment in the amount of \$2,500. Unit members hired after July 1, 2002, or who changed from individual coverage to family coverage on or after July 1, 2002 shall not be eligible for said bonus.

Bonuses paid pursuant to this Section 6.1(a) shall not become part of the unit members' base salaries.

Subject to insurance carrier's rules and regulations, employees who execute waivers pursuant to this Section 6.1(a) shall be permitted to rescind the waivers due to changes in personal circumstances, and to re-enter the health insurance plan, or to change back from the individual coverage to family coverage prior to the expiration of a full fiscal or calendar year, as applicable. In such instances, however, no bonus payment shall be made regardless of the length of the waiver period.

The New York State Civil Service Department promulgated Policy Memorandum 122r3 on May 15, 2012, which governs eligibility for health insurance opt-out payments. The BOCES shall comply with this rule change for as long as it remains valid. In the event the rule change is revoked or there is a final determination (which is not subject to appeal) that the rule change is illegal or invalid, those members who had previously been denied the opt-out payment shall once again be eligible for the opt-out payment, in the same amount and manner as provided for herein on the date of said final determination. In such instance, the parties shall meet in order to implement any rule change or modification.

Beginning January 1, 2015 and continuing for as long as Rule 122r3 remains valid, any unit member who is ineligible for the opt-out payment as provided for herein due to the BOCES' compliance with Rule 122r3 may elect health insurance through the BOCES; however, those members may only elect individual coverage if his/her spouse has family coverage under the NYSHIP plan through the BOCES or through another NYSHIP participating municipality. If the unit member ceases to be covered under his/her spouse's family plan for any reason, the unit member shall be eligible to enroll in family or individual coverage through the BOCES, subject to NYSHIP rules and regulations.

#### **Section 6.1(b) - Selection of Health Plan**

Notwithstanding Section 6.1, BOCES shall have the unilateral right to change health insurance plans and/or carriers, or to self-insure the health costs of unit members, provided that the replacement plan, or self-insurance plan, provides substantially equivalent benefits, and provided further that there shall not be an increase in premium costs to unit members as a result thereof. In the event that the BOCES elects to change carriers, or to self-insure, it shall do so upon four (4) months prior written notice to the ASSOCIATION. The ASSOCIATION shall have the right to consult with representatives of the BOCES concerning the proposed change.

**Section 6.1(c) - Health Insurance in Retirement**

For those unit members who are active employees as of May 22, 2014, the unit member's health insurance premium contribution in retirement shall, upon reaching Medicare eligibility, be fixed at 20% for the duration of the unit member's life.

**Section 6.2 - Dental Insurance**

Effective February 8, 2007, unit members may participate in the dental plan for administrators in existence in June 2007, or in the dental plan provided to the NABCOT teacher unit pursuant to the teacher contract covering the period July 1, 2005 to June 30, 2009. Unit members who elect to participate in the NABCOT plan shall do so with the same schedule of allowances and unit member contribution rates as are provided to teachers.

**Section 6.3 - Group Term Life Insurance**

Unit members will be granted thirty thousand dollars (\$30,000) of group term life insurance. The BOCES shall provide an option for a unit member to purchase additional life insurance, solely at the unit member's expense, at the group rate paid by the BOCES insofar as this is permitted by the carrier of group term life insurance.

**Section 6.4 - Group Term Life Insurance During Retirement**

The BOCES shall provide an option for a unit member to purchase additional life insurance during retirement, solely at the unit member's expense, at the group rate paid by the BOCES insofar as this is permitted by the carrier of group term life insurance.

**Section 6.5 - Tax Sheltered Annuities**

Upon receipt of a duly executed payroll authorization prepared, signed and dated by the unit member, the BOCES shall deduct each month, out of current wages payable to the unit member, the cost of monthly premiums for tax sheltered annuity plans which are in conformity with procedures approved by the BOCES.

**Section 6.6 - Income Protection**

If permissible under law and where insurance company plans are available, unit members may purchase through payroll deduction, at their own expense and at no cost to BOCES, a group income protection insurance plan. Said plan shall be selected by the ASSOCIATION. BOCES shall not be liable for negligence. Unit members who elect to participate in said plan shall be required to complete a "hold-harmless" agreement.

**Section 6.7 - Cafeteria Plan**

Unit members shall be permitted to participate in a "cafeteria plan" established pursuant to Section 125 of the Internal Revenue Code, respecting the payment of the unit member's share of medical and dental insurance premiums. BOCES agrees to establish a committee composed of representatives of TAA and BOCES to discuss the parameters for the implementation of a Section 125 salary reduction plan for flex spending accounts for health, child care, etc. The Committee shall submit its recommendations to the District Superintendent for his consideration and subsequent BOCES' Board approval.

**Section 6.8 - Direct Deposit Plan**

Unit members may participate in BOCES' Direct Deposit Plan.

**Section 6.9 - Damage to Personal Property**

Effective July 1, 2013, if any unit member sustains damage or loss to any article of clothing or other personal property on the person of the administrator as a result of an assault and/or battery by a student, while the administrator is discharging his/her duties within the scope of his/her employment, such damage or loss shall be reimbursed by BOCES pursuant to the following:

1. The assault and/or battery must be reported within five (5) school days of its occurrence to the unit member's supervisor, specifying the pertinent facts thereof together with a statement identifying the article damaged or destroyed and describing the nature of the damage.
2. In no event shall BOCES be liable for any loss or damage in excess of five hundred dollars (\$500).

**ARTICLE 7 - WORKING CONDITIONS**

**Section 7.1 - Length of Work Year**

Unit members covered under this Agreement as defined in Article 1, Section 1.2, shall have a work year of twelve (12) months duration for salaries payable under Article 3 of this Agreement. Unit members may, in the sole discretion of the BOCES, be appointed for a work year of less than twelve (12) months duration, with compensation and other benefits paid on a pro rata basis.

**Section 7.2 - Examination of Personnel File**

Upon request, a unit member shall be permitted to examine the contents of his/her personnel file, by appointment, upon at least two (2) days notice. The examination shall

be made in the presence of the head of the Human Resources Department or his/her designee. All items within the personnel folder relating to performance evaluation within the BOCES must be shared with the unit member prior to inclusion in the personnel file. The unit member shall have the right to provide a written response to evaluation material and to have such response included in the personnel folder at his/her own request and cost, as well as the right to have copies of said evaluation material.

**Section 7.3 - Legal Defense**

The BOCES recognizes the provisions of Section 3023 and Section 3028 of the Education Law relating to the rights of administrators.

**Section 7.4 - Section 41-J**

Section 41-J of the Retirement and Social Security Law has been adopted by the BOCES and is therefore available to eligible unit members.

**Section 7.5 - Compensatory Time**

Unit members who get prior written approval from their supervisor and the District Superintendent or his/her designee, shall be granted up to thirty (30) hours of compensatory time annually for assigned work performed on a weekend or legal holiday. Additional compensatory time may be approved by the supervisor and the District Superintendent or his/her designee, for weekend and holiday "emergency work." In the case of "emergency work," the written approval of the supervisor, and the District Superintendent or his/her designee, may be obtained after the performance of such "emergency work" due to its unexpected nature. All approved compensatory time shall be used within the fiscal year earned. Use of compensatory time must be approved by the supervisor consistent with the needs of the Department. Should the use of compensatory time not be approved by the supervisor for use during the fiscal year in which it is earned, such unused compensatory time will rollover for use in the next fiscal year.

**ARTICLE 8 - GRIEVANCE**

**Section 8.1 - Definition of Grievance**

The term grievance shall mean a difference or dispute between the parties hereto with respect to the meaning, interpretation, or application of the terms and provisions of this Agreement.

**Section 8.2 - Grievance Procedure**

All grievances shall be processed in the following manner:

Step 1:

A unit member who claims to have a grievance shall present his/her grievance to the administrator immediately responsible for the supervision of the grievant, in writing, within five (5) days after the grievance occurs, specifying the nature of the grievance and requesting a conference to discuss it. The immediate supervisor shall discuss the grievance with the unit member and shall make such an investigation as he/she deems appropriate.

Within ten (10) days after presentation of the grievance to the immediate supervisor, said supervisor shall make a decision and communicate same, in writing, to the unit member who filed the grievance, to the Executive Director of Human Resources, and to the unit member's department head or his/her designee.

Step 2:

If the grievance is not resolved at the first step, the department head or his/her designee shall receive all records and reports relating to the grievance. The unit member filing the grievance may request a review of the Step 1 determination by the department head or his/her designee. Said request for review shall be submitted, in writing, within seven (7) days after receipt by the unit member of the Step 1 determination. The department head or his/her designee shall review the Step 1 determination and shall make a decision within twenty (20) days of receipt of the request for review. The department head's or designee's decision shall be communicated in writing to the unit member who filed the grievance and to the Executive Director of Human Resources. If the department head is the supervisor who must hear the grievance at Step 1, the Executive Director of Human Resources shall serve in lieu of the department head for Step 2.

Step 3:

The unit member may request a hearing with the District Superintendent of Schools to review the determinations made at the first and second steps of this procedure. Such request must be submitted to the District Superintendent, in writing, within seven (7) days after receipt by the unit member of the Step 2 determination. The Office of the District Superintendent shall set a date for said hearing within seven (7) days of receiving the request, and shall notify appropriate individuals of such date. Said hearing shall take place within fourteen (14) days of receipt by the District Superintendent of the request for hearing. The District Superintendent shall forward a decision, in writing, to the unit member and/or his/her representative within twenty (20) days after the conclusion of the hearing.

#### ARTICLE 9 - CALENDAR

The work calendar for unit members shall be in accordance with the office Holiday Schedule promulgated by BOCES each year. Copies of said calendar shall be distributed to unit members each year as soon as is practicable following its adoption.

#### ARTICLE 10 - ASSOCIATION RIGHTS AND PRIVILEGES

##### Section 10.1 - Exclusive Representation

For the duration of this Agreement, the rights and privileges enumerated in this Agreement shall not be accorded to any other organization or individual seeking to represent administrators covered by this Agreement as defined in Article 1, Section 1.2.

##### Section 10.2 - Proposals of Other Bargaining Units

If requested by the President of the ASSOCIATION, copies of all bargaining unit proposals submitted by other negotiating units recognized by BOCES, and whose memberships include personnel who work under the supervision of members of the ASSOCIATION, shall be provided to the President within a reasonable time after they are requested.

#### ARTICLE 11 - LABOR-MANAGEMENT COMMITTEE

A labor-management committee consisting of the ASSOCIATION President and two (2) of his or her designees, the Deputy Superintendent, the Executive Director of Human Resources and such other administrators designated from time to time by the District Superintendent, shall meet at mutually convenient times to discuss matters of mutual concern. Nothing contained herein shall in any way limit or otherwise impair the authority, responsibilities, or obligations of the District Superintendent of Schools or the Board of Cooperative Educational Services.

#### ARTICLE 12 - COLLECTIVE NEGOTIATIONS

The parties acknowledge and expressly agree that all negotiable subjects have been discussed during the negotiations leading to this Agreement, and that negotiations will not be reopened on any matter, whether or not contained herein, during the term of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, and executed this Agreement on the \_\_\_ day of April, 2015, at Garden City, New York.

NASSAU BOCES TECHNICAL  
ADMINISTRATORS ASSOCIATION

By: Janet Weisel  
JANET WEISEL  
President

BOARD OF COOPERATIVE EDUCATIONAL  
SERVICES OF NASSAU COUNTY

By: James T. Langlois  
DR. JAMES T. LANGLOIS  
Interim District Superintendent of Schools

By: Eric B. Schultz  
ERIC B. SCHULTZ  
President

APPENDIX 1

MINIMUM AND CAREER LEVEL SALARY STRUCTURE  
TECHNICAL ADMINISTRATORS

Gr.	Minimum				Career Level			
	July 11 June 13	July 13 June 14	July 14 June 15	July 15 June 16	July 13 June 14	July 14 June 15	July 15 June 16	July 16 June 17
11	120,915.00	122,124.00	123,773.00	125,815.00	141,370.00	142,784.00	144,712.00	147,100.00
10	110,334.00	111,437.00	112,941.00	114,805.00	129,202.00	130,494.00	132,258.00	134,438.00
9	90,688.00	91,595.00	92,832.00	94,364.00	108,606.00	107,672.00	109,128.00	110,927.00
8	83,130.00	83,961.00	85,064.00	86,498.00	97,917.00	98,896.00	100,231.00	101,865.00
7	69,528.00	70,221.00	71,169.00	72,343.00	89,982.00	90,882.00	92,109.00	93,629.00
6	64,236.00	64,878.00	65,754.00	66,839.00	82,273.00	83,096.00	84,218.00	85,608.00
5	61,970.00	62,590.00	63,435.00	64,462.00	76,187.00	76,949.00	77,988.00	79,275.00



APPENDIX 2

SALARY GRADES ASSIGNED TO  
TECHNICAL ADMINISTRATOR TITLES

GRADE	JOB TITLE
11	Senior Manager I Program Supervisor
10	Senior Manager II Program Manager I
9	Senior Manager III Program Manager II
8	Program Manager III
7	System Specialist
6	Assistant Program Manager
5	Staff Assistant

APPENDIX 3

SCHOOL YEAR: 20____ - 20____
SUMMATIVE EVALUATION RATING (check one): <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory

**TECHNICAL ADMINISTRATOR EVALUATION REPORT**

Directions: Follow the guidelines on the reverse side of this form. Complete all information of this form. Attach copy of narrative evaluation statement. A "satisfactory" Summative Evaluation Rating is required in order to receive a salary increase for the following year.

NAME OF EMPLOYEE (PRINT OR TYPE)	NAME OF APPRAISER (PRINT OR TYPE)
TITLE OF POSITION	TITLE OF POSITION
LOCATION / DIVISION	
STATUS (CHECK ONE): <input type="checkbox"/> Probationary:	Evaluation Date _____
<input type="checkbox"/> Tenured:	Evaluation Date _____

**AREAS OF FOCUS FOR EVALUATION OF TECHNICAL ADMINISTRATORS**

(Some or all of the following areas may be considered as applicable)

1. **Professional Knowledge and Growth** - Has information needed to function as a leader; demonstrates technical competence by responding efficiently and effectively; Demonstrates professional growth by staying current in new trends and approaches in the field (including knowledge and application of technology), and by disseminating ideas and information to other professionals; Uses evaluative information for improvement of performance.
2. **Personnel Management and Leadership** - Manages personnel effectively through activities such as delegating appropriately, encouraging personal and professional growth and leadership among staff, and effectively evaluating the job performance of subordinates; Shows initiative; Promotes and supports goals of the agency and the program.
3. **Administration and Fiscal Management** - Ability to plan, implement and evaluate programs; Manage administrative and fiscal functions responsibly; Fulfills assignments in timely and accurate manner.
4. **Professional Conduct** - Conducts oneself in an ethical and professional manner; decisions reflect sound professional judgment, and supports sound policy, procedures, and practice.
5. **Communication** - Ability to effectively communicate and collaborate with parents, public and non-public schools, state and local agencies, and colleges and universities.
6. **Instructional Management** - Promotes improvement of instruction through activities such as monitoring student attendance and achievement, assisting teachers in designing inspiring experiences for students, encouraging the development of innovative instructional programs, and facilitating the planning and application of emerging technologies in the classroom/program.
7. **Student Management** - Promotes positive student conduct by collaborating with faculty, parents, and agencies to develop and communicate guidelines for student conduct, and ensuring that the guidelines are observed fairly and uniformly.

\* May only apply to assignments in instructional settings

SIGNATURE OF EMPLOYEE _____	SIGNATURE OF APPRAISER _____
DATE OF POST-CONFERENCE _____	

\*\*THIS SIGNATURE INDICATES THAT THE REPORT WAS RECEIVED & REVIEWED. IT DOES NOT NECESSARILY DENOTE AGREEMENT. EMPLOYEE COMMENTS MAY BE MADE ON AN ADDITIONAL PAGE AND ATTACHED.

## GUIDELINES FOR EVALUATION OF TECHNICAL ADMINISTRATORS

Technical Administrative evaluations have optional formats, including:

- fall, winter, spring mini-reports by supervisor.
- Portfolio self-evaluation based on fall meeting and reviewed in winter and spring.
- other formats as mutually agreed by participants and division leader.

Tenured Technical Administrators - Minimum once per year. However, satisfactory tenured administrators will periodically be evaluated more comprehensively.

New-Tenured and At-Risk Tenured Administrators - More intensive supervision, including an interim mid-year evaluation.

Planning Phase—late spring or summer preceding the year to be evaluated or early Fall

- Review job description
- Mutually agree upon goals
- Diagnose status of current performance
- Develop Professional Development Plan

Mid-Year Evaluation—Winter

- Review Professional Development Plan
- Administrator and appraiser monitor achievement of goals, objectives and action plans
- Administrator and appraiser have interim conference as needed

Year-End Evaluation—late Spring

- Administrator and appraiser confer to review achievement of goals, objectives, and Professional Development Plan
- Appraiser completes Summative Evaluation Rating

Rev. 1-02-01

APPENDIX 4

EVALUATION OF ADMINISTRATOR CAREER LEVEL PROFICIENCY

After 4 years in the position, this Administrator has been evaluated for Career Level merit and is:

(check one)  
 Recommended  
 Not Recommended

To be completed by Human Resources  
 Salary Adjustment: \_\_\_\_\_  
 Effective Date: \_\_\_\_\_

NAME OF EMPLOYEE \_\_\_\_\_ TITLE OF POSITION \_\_\_\_\_  
 LOCATION \_\_\_\_\_ DEPARTMENT \_\_\_\_\_

TO BE RECOMMENDED FOR FULL PROFESSIONAL PROFICIENCY AND TO OBTAIN THE CAREER LEVEL SALARY ADJUSTMENT, THE ADMINISTRATOR MUST MEET ALL OF THE FOLLOWING CRITERIA AND HAVE BEEN EMPLOYED IN THE CURRENT POSITION FOR FOUR YEARS.

- MINIMUM CRITERIA FOR CAREER LEVEL PROFICIENCY**
1. This administrator thoroughly understands the duties and responsibilities of the job, has a solid grasp of the position and takes initiative to act independently.
  2. This administrator is a highly productive contributor to the organization, who works efficiently and volunteers to take on extra assignments. If necessary, he/she reorganizes prior commitments and makes necessary adjustments to successfully complete new assignments. He/she routinely carries a heavy workload while meeting all required commitments. He/she works effectively as a member of the department team.
  3. This is a highly focused administrator who gets outstanding results. This administrator expertly manages competing demands on his/her time and remains focused on key objectives.
  4. This administrator uses his/her experience and knowledge to make decisions which consistently demonstrate a high commitment to quality.
  5. This administrator establishes challenging goals that result in significant contributions to the department and to the Strategic Plan of the agency. When appropriate, he/she develops systems that further improve the efficiency and effectiveness of the organization.
  6. This administrator adapts to rapidly changing situations and uses his/her judgment, experience, and positive outlook to lead others.
  7. This administrator takes an active mentoring role in guiding the individual growth and development of those he/she supervises.

Comments:

\_\_\_\_\_  
 Employee Signature / Date

\_\_\_\_\_  
 Executive Director Signature / Date

\_\_\_\_\_  
 Superintendent / Designee Signature

\*THIS SIGNATURE INDICATES THAT THE REPORT WAS RECEIVED & REVIEWED. IT DOES NOT NECESSARILY DENOTE A AGREEMENT. EMPLOYEE COMMENTS MAY BE MADE ON AN ADDITIONAL PAGE AND ATTACHED.

\_\_\_\_\_



