

AGREEMENT

BETWEEN

THE DISTRICT SUPERINTENDENT OF SCHOOLS

OF

BOARD OF COOPERATIVE EDUCATION SERVICES

FOR THE

FIRST SUPERVISORY DISTRICT OF MONROE COUNTY

AND

**BOCES ADMINISTRATIVE AND SUPERVISORY
ASSOCIATION**

JULY 1, 2019 - JUNE 30, 2024

TABLE OF CONTENTS

	Page
Mission.....	3
Preamble	3
ARTICLE I Recognition.....	3
ARTICLE II Mutual Concerns Committee.....	3
ARTICLE III Dues Deduction.....	4
ARTICLE IV Management Rights.....	4
ARTICLE V Grievance.....	5
Section 1. Definitions.....	5
Section 2. Basic Principles.....	5 - 6
Section 3. Procedures.....	6 - 8
ARTICLE VI Mentoring.....	8
ARTICLE VII Professional Evaluation.....	8 - 9
ARTICLE VIII Personnel Record.....	9
ARTICLE IX Salary.....	9
ARTICLE X Benefits.....	11 - 20
ARTICLE XI Professional Compensated Leaves.....	20
ARTICLE XII Miscellaneous.....	22
ARTICLE XIII Reorganization/Structuring/Transfers.....	22
ARTICLE XIV Administrative Vacancies.....	23
ARTICLE XV Process to Appeal Administrative Job Title, Salary, and/or Classification	23
ARTICLE XVI Complete Agreement.....	24
ARTICLE XVII Modification of Agreement.....	25
ARTICLE XVIII Savings Clause	25
ARTICLE XIX Duration Clause.....	25

MISSION

Monroe #1 Board of Cooperative Educational Services (BOCES), an extension of its component school districts, exists . . . to educate and provide services which support education . . . for individuals, infants through adults, in the BOCES community . . . in order to provide them the opportunity to reach their fullest potential, BOCES will do this in a caring and cost effective manner.

PREAMBLE

In accordance with the provisions of the Public Employees' Fair Employment Act of the State of New York (Civil Service Law, Article 14), the District Superintendent of the Monroe #1 Board of Cooperative Educational Services (hereinafter called "BOCES") and its supervisory and administrative employees represented by the BOCES Administrative and Supervisory Association (hereinafter called the "Association") enter into this Agreement as of the 23th day of May 2019.

ARTICLE I

RECOGNITION

The BOCES recognizes the Association as the exclusive organization representing all professional certified/non-certified Administrative and Supervisory personnel within BOCES in the following titles: Director, Assistant Director, Coordinator, Assistant Coordinator, Supervisor, Principal, Assistant Principal, Manager, Treasurer, and Purchasing Agent, excluding all other BOCES employees, and exempt administrators.

ARTICLE II

MUTUAL CONCERNS COMMITTEE

The District and the Association agree to establish a committee to discuss mutual concerns during the term of the Agreement. The Committee shall be comprised of up to four (4) rotating members of the Association Executive Committee, selected by the President, and up to 4 members selected by the District Superintendent. The Committee shall meet monthly during the term of the contract to discuss issues of mutual concern. The monthly Mutual Concerns Committee meetings will be scheduled by the Association President or the Vice President.

ARTICLE III

MEMBERSHIP DUES DEDUCTION

The Board agrees to deduct monies from the salary of employees who have authorized the payment of local dues in the amount of \$20.00 per year to the Association. In accordance with Article X(2) below, BOCES, if designated by the employee, BOCES shall pay the SAANYS membership dues as the employee's one (1) professional membership.

Authorization for such deductions shall be in writing on a form provided by BASA , signed by the individual and placed on file prior to the first day of classes in September. This authorization shall be considered a permanent authorization for the deduction of Association dues for the duration of the individual's employment in BOCES unless the individual notifies the Association and BOCES in writing that he/she no longer wishes dues to be deducted. The authorization shall provide for the fluctuation of the total amount to be paid in full by September 30th each year or within 30 days from their date of hire, whichever shall first occur.

The Association shall submit a list of members to Payroll Office for whom dues shall be deducted and authorization cards for those who do not have cards on file and who consent to having dues deducted.

Administrators new to the BOCES and those employees currently employed in the BOCES who sign dues deduction authorization cards after the beginning of the school year shall have said dues deducted within 30 days from their hire date. BOCES will afford the Association an opportunity to meet with new employees in Association titles in accordance with legal requirements.

The Association and the individual employees covered by this Agreement hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. The Association agrees to indemnify BOCES from any loss incurred as a result of the deduction of monies from paychecks of members of the negotiating unit.

ARTICLE IV

MANAGEMENT RIGHTS

Section 1.

The BOCES retains the sole and exclusive right to manage its business and services to direct the working force, including, but not limited to, the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, and machinery and all equipment which may

be used in the operation of its business or in supplying its services; to determine the numbers and duties of employees; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend with or without pay and discharge employees, to hire, layoff, assign, transfer, promote and determine the qualifications of employees; to establish bussing procedures and requirements, and to make the rules and regulations pertaining to employees covered by this Agreement; to determine the starting and quitting time and the number of hours to be worked, subject only to such regulations governing the exercise of these rights as are expressly provided by law. The BOCES reserves the right to reduce the work force at any time as conditions demand.

Section 2.

It is the intention of the parties that all of the rights, powers, and authority that the BOCES had prior to the signing of this Agreement are retained by the BOCES and that with the exception of specific provisions of this Agreement the BOCES shall have unrestricted right to manage its affairs. This Agreement constitutes the full and complete commitment of the BOCES to the Association.

Section 3.

In the exercise of such rights above the Management of BOCES shall comply with the provisions of this Agreement.

ARTICLE V

GRIEVANCE

Section 1. Definitions.

- 1.1 Grievant shall mean any regular employee or group of employees whose position is included within the negotiating unit.
- 1.2 Representatives shall mean the person designated by the aggrieved employee to act in his behalf.
- 1.3 Grievance shall mean a complaint by a unit member or group of unit members in the negotiating unit that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of this Agreement.
- 1.4 Work Day shall mean any day on which the central administrative offices of BOCES are open for business.

Section 2. Basic Principles

- 2.1 It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The settlement of the grievance at the earliest possible stage is encouraged.
- 2.2 A grievant shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal by either the employer or the employee organization.
- 2.3 A grievant shall have the right to be represented at any stage of the procedures by the Association or by a unit member of his/her own choice.
- 2.4 Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
- 2.5 All hearings shall be confidential.
- 2.6 The number of days provided for the presentation and processing of grievances in each step of the grievance procedure establishes the maximum time limits and any grievance not presented within the time limits provided at each respective step of the grievance procedure shall be deemed withdrawn, provided however, the time limits set forth herein may be extended by mutual agreement in writing by the District Superintendent and Association President.
- 2.7 Unit members shall not discuss or process grievances during work time unless they have requested and received permission to do so from their supervisor.
- 2.8 It shall be the responsibility of the District Superintendent to take steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him and make a determination with the authority delegated to him within the time specified in these procedures. Failure of an administrator to respond within the appropriate time limits shall move the grievance to the next stage.

Section 3. Procedures

3.1 Director of Human Resources.

Stage 1. The aggrieved party shall orally present his grievance to the Director of Human Resources who shall orally and informally discuss the grievance with the aggrieved party. The Director of Human Resources shall render his/her determination to the aggrieved party within five workdays after the grievance has been presented to him/her. A grievance must be submitted at this stage within thirty

(30) workdays of the date when the grievant knew or should have known of the event upon which the grievance is based. The grievance shall be deemed waived unless it has been submitted within the specified time limit. If such grievance is not satisfactorily resolved at this stage the aggrieved party may proceed to the second stage.

3.2 District Superintendent of Schools.

Stage 2.

(a) Within seven (7) workdays after a determination has been made at the preceding stage; the aggrieved party may make a request in writing to the District Superintendent of Schools for review and determination.

(b) The District Superintendent of Schools shall immediately notify the Director of Human Resources to inform him/her within five work days setting forth the specific nature of the grievance, the facts relating thereto, and the determination previously rendered. The District Superintendent will also immediately inform the Association President and Council of the grievance and request both to respond in writing to the grievance within five work days. The District Superintendent may determine to hold a hearing on the grievance within five work days of these submissions.

(c) The decision of the District Superintendent of Schools shall be made within ten (10) work days of the receipt of the facts relating to the grievance.

(d) Submission of a grievance at this stage shall constitute the sole means for resolving the grievance. 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 an employee to thereafter seek recourse by means of the grievance procedure.

3.3 Board of Education

(a) If the grievance is not adjusted satisfactorily at Stage 2, the aggrieved employee and Association may submit the grievance to the Board of Education within seven (7) work days of the Stage 2 determination by submitting a written notice to the Clerk of the Board.

(b) The Board shall hear the grievance at the next regularly scheduled Board meeting or at another time mutually agreed to by the District Superintendent and Association President.

(c) The decision of the Board shall be made within ten (10) work days of the meeting in paragraph (b) above. Step 3.3 (Board of Education) of this grievance procedure may be omitted provided both parties agree to waive this step and proceed to binding arbitration.

3.4 Binding Arbitration

- (a) The Association may invoke binding arbitration by filing with the District Superintendent a written notice of such intent no later than ten (10) work days after the Step 3.3 decision is submitted.
- (b) Within five (5) work days after such notice of intent is filed, the District and the Association will agree on a mutually acceptable arbitrator or the dispute shall be submitted to the American Arbitration Association to be resolved.
- (c) The arbitrator's award shall be binding on both parties and employees involved. The arbitrator shall have no power, or authority to add to, subtract from or modify this agreement, or to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this agreement.
- (d) Costs for the arbitrator's services and his/her expense, if any, will be shared equally by the District and the Association.

ARTICLE VI ***MENTORING***

The BASA Mentor Program for Administrators Manual, approved in August 2012, describes the BOCES 1 Administrator mentoring program. Each fall, a committee of tenured administrators, along with the Director of Human Resources, will meet to select and pair the Mentors/Mentees. All mentors will be paid \$1,000 per year per mentee.

Article VII ***PROFESSIONAL EVALUATION***

The process of professional evaluation is recognized as constructive in nature and designed to aid the BOCES in meeting its goals and objectives.

Each school year, administrators will develop performance objectives in support of four (4) goal areas that align with the Board of Education goals.

The Board of Education goal areas will be articulated to BASA membership annually, at the beginning of the school year. Administrators will utilize the Board goals to develop their individual performance objectives aligned to four (4) of the BOE goal areas chosen by the administrator, using the template entitled, "Administrator Goals and Performance Objectives."

The timetable for the evaluation process will follow the recommendation for:

- Initial goal setting completed by October 15th
- Mid-year review (verbal) completed by February 15th
- End of year (written) completed by June 1st
- Notice of Final Salary to Unit Member by June 30th

Following the annual review, the written comments of the evaluation will be provided to the evaluated unit member by June 1st. The member will have the right to submit to the Superintendent and the Supervisor a written reply to the evaluation, should the member wish to appeal the evaluation. Such appeal must be in writing within five (5) workdays of receipt of the evaluation.

This process shall not apply to BASA members within the title of "Principal", as they are governed by the Annual Professional Performance Review (APPR) guidelines within Education Law §3012-d and the negotiated process and procedures related thereto. BOCES and BASA agree to develop/adjust the evaluation process to meet State Regulations when they are determined.

ARTICLE VIII

PERSONNEL RECORD

Each unit member shall have a permanent record filed in the BOCES Personnel Office. By appointment, the contents to the permanent record shall be available for inspection by the member in the presence of the Director of Human Resources. The member will have the right to comment upon any material filed and their comments will be attached to the file copy. Unit members must sign and date evaluations or written materials which comment on the performance of a unit member acknowledging that such materials have been placed in the record. It will be the responsibility of the personnel office staff to remove pre-employment documents such as:

1. Confidential letters of reference
2. College placement folders
3. Interview rating forms

ARTICLE IX

SALARY

Effective July 1, 2019, all returning unit members will receive a 3.00% + \$800 wage increase on their June 30, 2018 base salary for the 2019-2020 school year

Effective July 1, 2020, all returning unit members will receive a 3.00% + \$800 wage increase on their June 30, 2019 base salary for the 2020-2021 school year.

Effective July 1, 2021, all returning unit members will receive a 3.00% + \$800 wage increase on their June 30, 2020 base salary for the 2021-2022 school year.

Effective July 1, 2022, all returning unit members will receive a 3.00% + \$800 wage increase on their June 30, 2021 base salary for the 2022-2023 school year.

Effective July 1, 2023, all returning unit members will receive a 3.00% + \$800 wage increase on their June 30, 2022 base salary for the 2023-2024 school year.

Direct Deposit.

Unit members will receive payment via direct deposit only. The Superintendent or his/her designee at his/her discretion may allow an exception in extraordinary circumstances.

ARTICLE X

BENEFITS

1. Insurance Benefits

A. Health

Active Unit members may select any health care plan offered by the RAHSP II Health consortium.

Effective January 2016, The BOCES contribution for any such plan will be based on 85% of the Blue Point 2 Value Plan Premium.

Any administrator working less than 1.0 FTE will be prorated based on his/her percent of time worked.

Effective January 1, 2014, any administrator selecting coverage under Blue Point 2 Select will receive a seven hundred dollar (\$700) medical account (Section 105) and any administrator selecting coverage to Blue Point 2 Value or Simply Blue will receive an eight hundred dollar (\$800) medical account (Section 105) for the purpose of offsetting additional co-pay and other medical expenses.

Effective January 1, 2014 eligible unit members who elect not to take health insurance from the BOCES for the entire calendar year will receive an annual stipend of twenty five hundred dollars (\$2,500), one-half payable in June and one-half in December. In the event the unit member, due to unforeseen circumstances, must rejoin the BOCES health insurance plan, or terminates employment during the calendar year, the stipend will be prorated accordingly.

Health Insurance will continue upon retirement from BOCES for BASA employees, according to the following schedule based on the Blue Point 2 Select Plan:

85% base:

15 years of service to BOCES = 42.50% paid by the District
16 years of service to BOCES = 51% paid by the District
17 years of service to BOCES = 59.50% paid by the District
18 years of service to BOCES = 68% paid by the District
19 years of service to BOCES = 76.50% paid by the District
20 years of service to BOCES = 85% paid by the District

Effective January 1, 2016, health insurance will continue upon retirement from BOCES for BASA employees according to the following schedule based on the Blue Point 2 Value Plan:

15 years of service to BOCES = 42.50% paid by the District
16 years of service to BOCES = 51% paid by the District
17 years of service to BOCES = 59.50% paid by the District
18 years of service to BOCES = 68% paid by the District
19 years of service to BOCES = 76.50% paid by the District
20 years of service to BOCES = 85% paid by the District

Upon retirement from BOCES, BASA employees will maintain their percentage of health care payment paid by the BOCES for the duration of their retirement period. A spouse, domestic partner, or dependent, who is covered under an administrator's healthcare plan, may continue the healthcare coverage after the administrator's death, at full cost.

Prior to reaching the age of 65, in the event the retiree relocates outside of the coverage area of BOCES' base health care plan and as a result is no longer eligible for that base plan, the retiree may elect another BOCES plan that offers coverage in that area; or at the retiree's discretion may select a non BOCES plan of his/her choice. Should the out of coverage area retiree select another healthcare plan other than a BOCES plan, BOCES will reimburse the retiree up to the amount that the BOCES would have paid if the retiree remained in the coverage area. At no time is this contribution meant to result in payment to the retiree beyond the actual cost of a health care plan they select.

In retirement, beginning at age 65, the Unit member shall choose a BOCES offered Excellus Medicare Blue Choice Copay plan or any other Medicare plan available. The base plan for retiree contribution age 65 and over will be the Blue Cross Blue Shield Blue Choice Medicare HMO plan. The BOCES will pay the percentage, for which the retiree is eligible at the time of retirement, of the annual premium of the BOCES Blue Choice Medicare HMO plan. In the event the retiree over 65 retiree relocates outside of the coverage area of the base plan and as a result is no longer eligible for the plan, the retiree may elect another BOCES Plan that offers coverage in that area; or at the retiree's discretion may select another non BOCES plan of his/her choice. Should the out of coverage area retiree select another healthcare plan other than a BOCES Plan, BOCES will reimburse the retiree up to the amount the BOCES would have paid if the retiree remained in the coverage area. At no time is this contribution meant to result in payment to the retiree beyond the actual cost of a health care plan they select. Spouses or domestic partners of a Unit member who has reached the age of 65 will also be moved to a the Medicare plan chosen by the Unit member when the spouse or domestic partner reaches the age of 65.

Those administrators who accrued years of service as a BOCES employee, prior to appointment as an administrator, will not lose that credit in effect at the time of appointment. Those administrators hired from outside the BOCES will be credited for up to 10 years of service for prior teaching, administrative service, or related experience.

In the event the present insurance carrier is changed, benefits equivalent to those provided under the present plan will be maintained.

B. Dental

- 1) Unit members are eligible to enroll in the Blue Cross/Blue Shield Plan. The District will contribute 80% of the premium cost.
- 2) It is specifically understood that benefit schedules and eligibility requirements shall be in accordance with the Plan provisions in effect at the time of such Plan implementation.
- 3) Dental Insurance will continue upon retirement from BOCES for BOCES administrators, according to the following schedule:

15 years of service to BOCES = 40% paid by the District.
16 years of service to BOCES = 48% paid by the District.
17 years of service to BOCES = 56% paid by the District.
18 years of service to BOCES = 64% paid by the District.
19 years of service to BOCES = 72% paid by the District.
20 years of service to BOCES = 80% paid by the District.

Those administrators who accrued years of service as BOCES employees, prior to appointment as an administrator, will not lose that credit in effect at the time of appointment. Those administrators hired from outside the BOCES will be credited for up to 10 years of service for prior teaching, administrative service, or related experience.

C. Long Term Disability Insurance

In the event of a Unit member disability, as defined by the inability to report to work and perform the essential duties of his/her position, the Unit member must use all accumulated sick and personal leave during the first year of the disability leave. If employee's accumulated sick and personal leave is exhausted prior to the completion of the first calendar year, the BOCES will continue 60% of the Unit member's base salary to a maximum of \$5000 per month until the end of the one calendar year from the date in which the employee was originally disabled and did not report to work. This benefit will only be available once every three years from the original date of disability.

The BOCES will also provide the option of long-term disability insurance which can be purchased voluntarily by the Unit member. The Unit member must pay the total cost of the annual premium for this long-term disability insurance if chosen by the Unit member which will be a payroll deduction.

D. Life Insurance

Each unit member working twenty (20) or more hours per week shall be eligible to enroll for Basic Group Term Life Insurance equal to fifty thousand (\$50,000) dollars. This will be provided on a non-contributory basis with the District paying the full cost of premiums.

E. Legal Liability Insurance

The BOCES will provide professional liability insurance provided continued availability at current cost.

F. Domestic Partner

Domestic partners of the unit member are eligible for health and dental insurance coverage. A Domestic Partner Affidavit must be presented to the Human Resources Office.

2. Professional Membership

Effective July 1, 2016, for all unit members BOCES will pay for one (1) professional membership per Unit member, per school year, up to the maximum amount/cost of SAANYS membership dues.

3. Paid Absence Benefits

A. Vacation Time

Eleven-Month Administrators

Eleven-month administrators are entitled to school vacations and are expected to work twenty (20) days within July and/or August. It is understood that the last working days of June after school ends and the first days of September before Labor Day can be counted as part of the twenty (20) days.

Any days to be worked for pay beyond the twenty (20) days must be approved in advance by the District Superintendent. Salary will be at the per diem rate.

Twelve-Month Administrators

Twelve-month administrators are entitled to twenty (20) days of vacation annually. There will be an additional five days granted after the completion of five years with BOCES as a 12-month administrator. All 11-month administrators designated to become 12-month

administrators will be credited with their respective BOCES years of employment to count 1.0 for each year served toward the additional five days of vacation provision.

- Effective July 1, 2013, a vacation bank will continue for 12-month administrators, whereby unused vacation days may accumulate in a bank not to exceed forty-five (45) days. The bank is beyond the annual vacation days. Accumulated days will be paid to the estate of any administrator who dies while an employee of the BOCES. Any unused accumulated days will be paid to the administrator at his/her current per diem at the time of termination of employment due to a resignation or retirement.
- Any vacation beyond ten (10) days taken at any one time will require thirty (30) days advance approval by the Superintendent to plan for proper administrative coverage.
- Effective June 30, 2013, 12-month Administrators may be eligible for Vacation Day Buy Back, such that by July 1st of each year, those BASA members whose vacation balance by June 30th (before new days are granted for the new fiscal year) equals 45+ days of vacation, will receive payment for up to five days beyond 45 days and will receive payment, based on their July 1st per diem rate, by the second payroll in July. Unit members who exceed five days for the Vacation Buy Back will lose any additional days not used from their cumulative total of vacation. Unit members may elect by written notice to the BOCES to have the buy back amount deposited in their 403(b) account through the BOCES.

Effective July 1, 2013, earned vacation for administrators:

Vacation days will be allocated at the beginning of each fiscal year as follows:

- year 1 and year 2: 20 days;
- year 3: 23 days;
- year 4: 24 days;
- year 5: 25 days;
- year 6: 26 days;
- year 7: 27 days;
- year 8 and over: 28 days

Vacation days are earned throughout the year and will be prorated if the unit member does not work a full fiscal year, is hired after the beginning of the fiscal year, or is part time.

BASA members hired in April, May, or June will begin year 1 (Article X. 3. A.) on July 1st for calculation of vacation days. All other BASA members will move to year 2 on the July 1st following their hire date.

All consecutive years of service at Monroe #1 BOCES, regardless of position, count towards years of service for the purpose of determining the number of vacation days.

B. Days of Illness

At the beginning of the school year each ten (10) month administrator will be granted fifteen (15) days of sick leave, sixteen (16) days for eleven (11) month administrators, and seventeen (17) days for twelve (12) month administrators, to cover absence of the staff member due to personal illness or illness in the immediate family without loss of pay.

- Effective July 1, 2016, all unused sick time may accumulate to a maximum of 250 days for 10-month employees, 275 days for 11-month employees and 300 days for 12-month employees.
- Newly employed administrators will be assured of thirty (30) sick days.
- All unused sick days will be rolled over in the next school year for all administrators.
- Effective July 1, 2013, upon retirement, administrators will be paid for accumulated sick days at thirty dollars (\$30) per day.
- The immediate family is defined as: spouse, child, parent, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, grandparents, son-in-law, daughter-in-law, grandchild, step-children, step-parent and step-grandchild.

C. Bereavement Leave

Each administrator will be granted five (5) days for death in the immediate family, defined above, not to be accumulated. For the purpose of defining the immediate family in the instance of death in the family, other persons residing in the household of the staff member shall be included.

A unit member may be absent without loss of pay to attend the funeral of a relative not considered immediate family or that of a friend for up to and including one (1) day.

Under unusual circumstances, allowable absences with pay may be extended at the discretion of the District Superintendent.

D. Personal Leave

Four (4) leave days shall be available for personal or other obligations, which cannot be transacted outside of school hours. Up to two (2) unused personal leave days will be added to accumulated sick time. Emergency days may be granted at the discretion of the District Superintendent. Release time shall be permitted for attending a funeral upon the notification of the immediate supervisor.

E. Disability

Sick leave benefits are available for a medically attended disability, upon presentation of a doctor's certificate.

F. Child Bearing/Rearing

Also available, at the request of the individual, is an unpaid child bearing/child rearing leave of up to two (2) years.

G. Inclement Weather

In situations where the District announces that a building or buildings of the District are officially closed, and it is determined that all personnel are not to report to such building or buildings, then Administrators who choose not to work from home or from a school building, will use a personal day or vacation day on that day.

H. FMLA Leave

All leave and benefit provisions of this contract will be counted towards the leave and benefit provisions of the Family and Medical Leave Act of 1993, where applicable. FMLA leave and benefits will be applied for eligible employees if the contractual leave and benefits provide less than the FMLA.

I. Paid Holidays

1. All 12 month unit members shall be entitled to a minimum of 12 paid holidays including but not limited to:

Fourth of July	New Year's Day
Labor Day	Martin Luther King's Day
Columbus Day	President's Day
Veteran's Day (observed)	Memorial Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day (observed)	December 24 th

And; if allowed by the school calendar both Good Friday, and the day before Thanksgiving

2. All 10 and 11 month unit members shall have the same holidays as 12 month unit members with the exception of the Fourth of July and Labor Day, which are excluded.

4. Tuition Reimbursement Payments

1. The tuition reimbursement per BASA member for one fiscal year is limited to the dollar amount equal to 12 credit hours at the University of Rochester graduate rate
2. There must be a work plan that meets the expectation of the District Superintendent, or his or her designee, that would be mutually agreed upon based on the BASA member's position and career plan.
3. Completed course work grades must be a B or higher.
4. The District Superintendent at his/her discretion may approve tuition reimbursement payments, in an accelerated timeline, such that the program and the tuition payments for a College Ed. D Program will be completed in two and a half years with tuition reimbursement available at a higher reimbursement rate than the above limits/rate. The BASA member must present a proposal prior to the start of the program for consideration of this exception.
5. Since tuition reimbursement is intended to benefit BOCES, as well as unit members, it is expected that BASA members who receive reimbursement payments remain in employment with BOCES for at least one full fiscal year following the year in which they last received tuition reimbursement payments. If a member voluntarily resigns employment less than one full fiscal year following reimbursement payments, they must repay BOCES for one-half the amount of tuition reimbursement received in that fiscal year.
6. Reimbursement shall be made in a separate lump sum payment within thirty (30) days after proof of successful completion is submitted to the BOCES.

6. Retirement Incentive.

- A. BOCES shall provide a retirement incentive in the amount of 20% of the unit member's final base salary with BOCES as a non-elective employer contribution to a 403(b) account only for unit members who retire when eligible for the retirement incentive under the terms set forth in paragraph ii of this article.

i. Eligibility.

1. First Eligible – To be first eligible for the retirement incentive, the unit member must:
 - a. Meet minimum eligibility requirements to retire into the New York State Teachers' Retirement System, or the New York State Employees' Retirement System (vested with 10 years of service and age 55 or older).
 - b. Have 5 years or more of fulltime service with Monroe 1 BOCES.

2. Last Eligible – The member will be deemed last eligible for the Retirement Incentive two years from the calendar date in which the member is first able to retire into the New York State Teachers' Retirement System or the New York State Employees' Retirement System without a service related reduction. The unit member must:
 - a. Be 55 years of age or older and have 30 or more years of credited service; or
 - b. Be 62 years of age or older with 20 years of vested service credit.
3. Association Members who have past the last eligibility requirements will be given two school years from the signature of the collective bargaining agreement to retire from the BOCES with the incentive. This is eligibility ends, respective to the 90 day notice requirements, in June of 2021.
4. Notice and Minimum Elections.
 - a. Unit members may retire with 90 days' notice of such retirement date to the Director of Human Resources
 - b. In unique circumstances the 90 days' notice and the calendar date requirement for retirement may be waived by the Superintendent at his discretion.

Letters of resignation for purposes of retirement must be submitted to the Director of Human Resource. Letters of resignation must be delivered at or before 4:00 p.m of the week of the week representing 90 days notice

- ii. **Forfeiture.** Any unit member who does not select the retirement incentive within their respective window of eligibility, as set forth in paragraph i, shall permanently forfeit eligibility for the incentive.
- iii. **Irrevocable Resignation.** The parties agree that once the Board acts to approve a member's letter of resignation for retirement purposes, the member's retirement is irrevocable. Revocation is only allowed if the New York State Department of Education provides a retirement incentive in the year in which the unit member accepts the BOCES incentive and the revocation of retirement must occur within 30 days of notice of the incentive by the state
- iv. **Benefits Otherwise Afforded.** Receipt of the retirement incentive payment shall not affect the unit member's eligibility or entitlement to payments for sick or vacation days otherwise afforded by this agreement.
- v. **Incentive Payment.** BOCES agrees to make the retirement incentive payment by employer non-elective contribution to the 403(b) account of the unit member, provided such account will accept employer non-elective contributions and provided further that there is no fee, expense or assessment imposed upon the employer in making that transaction. BOCES

shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended. BOCES contributions shall be deposited into the 403(b) account of the unit member. If the unit member does not have a 403(b) account, BOCES shall deposit the BOCES contributions, in the name of the unit member, into a 403(b) account established in the unit member's name. No individual may receive cash in lieu of or as an alternative to any of the BOCES non-elective contribution(s) described herein.

- vi. **Contribution Limitations.** In any applicable year, the maximum employer contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Internal Revenue Code, as adjusted for cost-of-living increases. In the event that the calculation of the employer non-elective contribution referenced in any of the preceding paragraphs exceeds the applicable contribution limits, the excess amount shall be handled by the BOCES as follows: to the extent that the employer non-elective contribution exceeds the contribution limit, such excess shall be reallocated to the individual the following year as an employer non-elective contribution (which contribution shall not exceed the maximum amount permitted under the Internal Revenue Code), and in January of each subsequent year for up to four (4) years after the year of the individual's employment severance, until such time as the employer non-elective contribution is fully deposited into the individual's 403(b) account. In no case shall the employer non-elective contribution exceed the contribution limit of the Internal Revenue Code.

ARTICLE XI

PROFESSIONAL COMPENSATED LEAVES

Each administrator will be eligible for compensated professional leave not to exceed ninety (90) days after each five (5) years of full-time service to the BOCES.

The purpose of compensated professional leaves will be to provide Administrators with the opportunity to rejuvenate themselves personally and professionally on some regular and reasonably extended basis and thus enhance their effectiveness in meeting the rigorous and continuing demands of educational management. A secondary purpose will be to develop a deeper managerial capability throughout the BOCES by systematically providing for the absence of key administrators and developing procedures for maintaining normal operations during their absence.

The administrative leave should be a period of personal and professional renewal by

administrators. It should be a break in routine, an opportunity for professional revitalization, in order to support and develop a new sense of perspective. Any unit member taking advantage of this article shall remain at Monroe #1 BOCES for a period of two (2) years. If the administrator leaves employment prior to the two (2) year period, the administrator will pay back the 3-month salary.

Process by which Leaves will be Granted

Each eligible candidate desiring a Professional Compensated Leave will file with the Superintendent, at least six (6) months in advance of the anticipated leave, a brief description of a plan for renewal, indicating how the pursuit of such a plan will serve the best interests of the individual and BOCES.

The Plan will also include a description of how the normal duties of the requester will be accomplished during the period of the leave. The Plan will also contain the assurance of the requestor of his/her intent to return to BOCES and to continue his/her service, as the BOCES requires.

1. No more than a total of two administrators will be granted such a leave during any school year.
2. Requests for Professional Compensated Leaves will be submitted to the District Superintendent. The District Superintendent and BOCES Administrative/Supervisory Association (BASA) officers will review each request. The District Superintendent will present recommendations to the Board for approval. The District Superintendent and the Board will determine whether a leave or combination of leaves will unduly interfere with the normal operations of BOCES.
3. When, in the judgment of the District Superintendent or the Board, a combination of leaves would unduly interfere with normal BOCES operations, such leaves as may be granted will be selected on the basis of insuring the well-being of the BOCES.

Guidelines for a Compensated Administrative Leave

1. All compensation and benefits for an individual on professional leave will continue during such leave.
2. Normal vacation time for persons granted professional leaves would not be taken one month prior to or following such leave unless specifically included in the professional leave plan and so approved.
3. BOCES support for normal travel and professional meeting expenses will

continue during such leaves, but support required for the professional leave plan itself will be expressly approved when the plan is approved.

Upon return from Compensated Professional Leave, each individual will file with the Superintendent a statement describing how he/she pursued his/her plan of professional leave, and what objectives the professional leave accomplished.

ARTICLE XII

MISCELLANEOUS

The Association shall have the following rights:

1. Subject to established BOCES policies and regulations, to use the following BOCES facilities and equipment at no cost:
 - a. Buildings and facilities for the purpose of Association meetings
 - b. Computers, copiers, and internal mail networks for Association business.
 - c. Mailboxes and school delivery services for Association business.
2. The President of the Association shall receive a copy of the official minutes of the Board of Education meetings as soon as they are approved by the Board.

ARTICLE XIII

REORGANIZATION/RESTRUCTURING

In the event the BOCES is considering reducing unit positions through reorganizing or restructuring unit positions, BOCES agrees to notify the Association in writing no fewer than thirty (30) working days prior to presentation to the Board of Education for approval.

The impact of reorganization or restructuring shall be discussed by the Mutual Concerns Committee and may be referred to the negotiation teams.

The Association and BOCES shall develop a Memorandum of Understanding regarding the reorganization or restructuring prior to the implementation of the reorganization or restructuring plan.

ADMINISTRATIVE TRANSFERS

Transfers may be defined as the reassignment or transfer of an administrator from one program to another (i.e. from Bird/Morgan to Creekside). The conditions for transfers, i.e. the result of decreasing enrollments, reduction of administrative position(s), or expansion of administrative position(s), will be clearly stated by the administrator responsible for the open position transfer assignment.

In the interest of fostering collaborative relationships between Supervisors and Supervisors of Supervisors, Administrative Units who have the authority to transfer/reassign Building Level Administrators will agree to spend time, in direct observation and direct communication, with those members as they execute their daily responsibilities. In this way, the impact of any potential transfers on current or future assignment can be most effectively assessed.

All administrative transfer opportunities will follow the process of identification of the reason for the transfer, posting the transfer opportunity, and communication of the transfer to the Unit within 30 working days prior to the presentation to the Board of Education for approval of the transfer.

In such cases, whereby the transfer of an administrator is not voluntary, the member may appeal the process by filing a written appeal with the Director of Human Resources. The Director will coordinate a meeting with the member, the supervising administrator, and a unit representative, to consider the appeal. The result of the appeal will be communicated to the District Superintendent, who will then meet face to face with the member to review the result of the appeal.

ARTICLE XIV

ADMINISTRATIVE VACANCIES

All administrative vacancies will be posted at least fifteen (15) days prior to closing date for applications for that position. BOCES administrators who meet the listed qualifications for a vacancy are entitled to an interview.

ARTICLE XV

PROCESS TO APPEAL ADMINISTRATIVE JOB TITLE, SALARY, AND/OR CLASSIFICATION

1. The administrator meets with his or her immediate supervisor to discuss the request for a change in job title, salary, and/or classification and presents verbal information relative to the request. The staff member may invite a BASA representative to the meeting.

2. If a staff member's request is to result in change, a plan is written (by either party) and timeline agreed to. The recommendation is forwarded to the Superintendent. As is consistent with the BASA existing contract, any change in administrative structure will be discussed with BASA prior to implementation.
3. If the initial meeting does not result in a resolution of the administrator's request, then each will submit a detailed letter with reasons for the request or denial of the request to the appropriate assistant superintendent.
4. The appropriate assistant superintendent as designated by the Superintendent will review the information and hold an individual meeting to review the material with both the supervisor and the administrator present. A BASA representative will be invited to the meeting.
5. If there is a recommendation to approve the change, then an implementation plan will be scheduled resulting in a *recommendation* to the superintendent for action by the Board of Education, if required. If the superintendent does not agree, a meeting will be set with the administrator, his or her supervisor, the appropriate assistant superintendent, as designated by the Superintendent, and a BASA representative. The superintendent or his or her designee will make a written decision, which will be final.

ARTICLE XVI

COMPLETE AGREEMENT

This Agreement shall constitute the full and complete commitments of the Superintendent for the Board of Cooperative Educational Services for the First Supervisory District of Monroe County to the BOCES Administrative/Supervisory Association (BASA). The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to terms and conditions of employment and other subject or matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, BOCES #1 and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to negotiate collectively with respect to any term and condition of employment or any other subject or matter not specifically referred to or covered in this Agreement that was known or should have been known by either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XVII

MODIFICATION OF AGREEMENT

It is understood and agreed that this Agreement may be modified or amended only through mutual consent in writing through a signed amendment to this Agreement.

ARTICLE XVIII

SAVINGS CLAUSE

If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications will continue.

ARTICLE XIX

DURATION CLAUSE

Section 1.

Except as otherwise provided within the provisions contained herein, this Agreement shall take effect on the date that it is ratified by both parties and it shall continue in full force and effect until June 30, 2024. This Agreement shall apply to employees in the negotiating unit who are in active employment on the date that the Agreement is ratified by both parties.

Section 2. TAYLOR LAW, SECTION 204-A. AGREEMENTS BETWEEN EMPLOYERS AND EMPLOYEE ORGANIZATIONS.

2.1 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.

2.2 EVERY EMPLOYEE ORGANIZATION SUBMITTING SUCH A WRITTEN AGREEMENT TO ITS MEMBERS FOR RATIFICATION SHALL PUBLISH SUCH NOTICE, INCLUDE SUCH NOTICE IN THE DOCUMENTS ACCOMPANYING SUCH SUBMISSION AND SHALL READ IT ALOUD AT ANY MEMBERSHIP MEETING CALLED TO CONSIDER SUCH

RATIFICATION.

- 2.3 WITHIN SIXTY (60) DAYS AFTER THE EFFECTIVE DATE OF THIS ACT, A COPY OF THIS SECTION SHALL BE FURNISHED BY THE CHIEF FISCAL OFFICER OF EACH PUBLIC EMPLOYER TO EACH PUBLIC EMPLOYEE. EACH PUBLIC EMPLOYEE EMPLOYED THEREAFTER SHALL, UPON SUCH EMPLOYMENT, BE FURNISHED WITH A COPY OF THE PROVISIONS OF THIS SECTION.

DATED: _____

5/22/19

FOR THE EMPLOYER:

District Superintendent

FOR THE ASSOCIATION:

President

James O. Mills

Lawrence Federman