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ADI/6652

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE

**BOARD OF COOPERATIVE
EDUCATIONAL SERVICES
FIRST SUPERVISORY
DISTRICT OF SUFFOLK COUNTY**

EASTERN SUFFOLK BOCES

and the

**EASTERN SUFFOLK BOCES
ADMINISTRATIVE/
SUPERVISORY UNIT**

July 1, 2002 - June 30, 2006

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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PREAMBLE

The Board of Cooperative Educational Services, First Supervisory District, Suffolk County and the Eastern Suffolk BOCES Administrative/Supervisory Unit agree that educational services to the people in the District we serve is the major activity of the Board of Cooperative Educational Services programs. The parties further agree that the development and fulfillment of educational programs of the highest quality require harmonious working relationships among the Board, Administrative/Supervisory staff, and the faculty. In order to promote maximum utilization of the ability, experience and judgment of all parties sharing responsibility for the quality of instruction in the District, the parties do hereby agree to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employee Fair Employment Act) and to negotiate with respect to terms and conditions of employment.

ARTICLE I – RECOGNITION

A. The Board of Cooperative Educational Services, First Supervisory District, Suffolk County (“the District”) and the Eastern Suffolk BOCES Administrative/Supervisory Unit (“the Unit”), having determined that the Board of Cooperative Educational Services Administrators/Supervisors Negotiating Unit of the First Supervisory District of Suffolk County is supported by a majority of the administrators in the designated unit of professional personnel, hereby recognizes the Unit as the exclusive negotiating unit for the administrators in such Unit (the current job titles of which are set forth in Appendix "A" to this Agreement), and excluding all others. Such recognition shall continue according to provisions of the Taylor Law and extended by mutual consent

B. Effective the second pay period in October, the District shall deduct from the salary of employees in the bargaining unit who are not members of the Unit the amount equivalent to the dues levied by the Unit and shall transmit the sum so deducted to the Unit in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Unit certifies that it has adopted such procedures for refund of agency shop fee deduction as required in Section Three of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop deduction shall continue in effect so long as the Unit maintains such procedure.

ARTICLE II -- ROLE OF THE ADMINISTRATION

A. District administrators are designated representatives of the Board of Education and the Executive Officer, and as such have the primary authority and responsibility for carrying out Board policy and executive regulations, providing instructional or service program leadership, staff evaluation, planning and fiscal management in their facilities or services.

B. While it is the commitment of the District to involve staff in the decision making process and encourage decisions to be made as close to the operational level as possible, such participation shall not limit or compromise the authority or responsibility of the building principal or other administrator as described in approved job descriptions.

ARTICLE III – NEGOTIATIONS PROCEDURES

A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may, from time to time, arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. This will be arranged mutually by members of the respective parties to this Agreement.

B. No later than April 15 of the last year of the existing Agreement, the parties will enter into good faith negotiations over a successor Agreement covering the following school year. If such an Agreement is not concluded, either party may request the use of mediation. The parties will seek to agree on a mutually acceptable mediator and will obtain a commitment from said mediator to serve. In case of mediation by a private person, the costs of such mediator shall be borne by the District and the Unit. If the District and the Unit are unable to agree upon a mediator or if the parties retain a private mediator and have not reached agreement by June 23, either party may request the State Public Employment Relations Board to assist the parties to reach Agreement. Such mediation and fact-finding will be governed by the provisions of Section 209 of the Civil Service Law.

C. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from

within or outside the District. No final agreement shall be executed with individual members of the Unit prior to ratification by the Unit. The parties mutually pledge that their representatives will be on all occasions of negotiating clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

ARTICLE IV -- SALARIES

A. In order to maintain a high standard of education in the District, the District agrees that an adequate salary schedule is necessary to attract and retain superior administrators. Accordingly, the District agrees to the following:

B. (1) Position levels shall be as set forth in Appendix "A."

(2) Effective July 1, 2002, the maximum permissible base salary for Level 3 shall be computed by determining the 70th percentile of base compensation agreed upon by component districts in the District to their high school principal(s) for the 2002-03 school year based upon data available as of the date June 1, 2002, excluding instances where a different individual occupies the position and/or unusual adjustments have been provided to high school principal(s) in preparation for retirement. Effective July 1, 2003, July 1, 2004, and July 1, 2005, the maximum permissible base salary for Level 3 shall be re-computed as of June 1, 2003, June 1, 2004, and June 1, 2005, respectively, using the same formula set forth above.

(3) The maximum permissible base salaries for Levels 1, 2 and 4 shall be 85%, 95% and 105% of the maximum base salary for Level 3, respectively in each year of this Agreement.

(4) (a) Unit members who are receiving less than the maximum permissible base salary appropriate to their titles set forth in Section B(2) or (3) as of June 30, 2002 shall receive an increase in base salary of \$4,600 or 6.0% (whichever is less) effective July 1, 2002, provided that it does not cause their base salary to exceed the maximum permissible base salary, in which case their compensation for that school year shall be the maximum permissible base salary; and provided, further, that if the maximum permissible base salary cap shall decrease, unit members at the cap in the preceding school year shall suffer no diminution in base compensation.

(b) Unit members who are receiving less than the maximum permissible base salary appropriate to their titles set forth in Section B(2) or (3) as of June 30, 2003 and/or June 30, 2004 and/or June 30, 2005 shall receive an increase in base salary of \$3,900 effective July 1, 2003 and/or July 1, 2004 and/or July 1, 2005, respectively, provided that it does not cause their base salary to exceed the maximum permissible base salary, in which case their compensation for that school year shall be the maximum permissible base salary; and provided, further, that if the maximum permissible base salary cap shall decrease, unit members at the cap in the preceding school year shall suffer no diminution in base compensation.

(5) It is the parties' intention that the foregoing formula for determining compensation increases be used for the 2003-04, 2004-05 and 2005-06 school years only; that it shall not be used to compute compensation increases for the school years 2006-2007 or beyond; and that it shall not be carried forward by operation of law beyond the expiration date in ARTICLE XIX of this Agreement.

C. Longevity.

(1) Members are eligible for longevity increases to salary according to their years of services with the District. Longevity increases shall be paid to eligible unit members in July and January, and increases shall be awarded during the fiscal year following the anniversary date of employment.

(2) Longevity increases shall be paid as follows:

After 5 years of District service. . . .	\$ 750
After 10 years of District service. . .	\$2,250
After 15 years of District service. . .	\$3,750
After 20 years of District service. . .	\$5,250
After 25 years of District service. . .	\$6,750
After 30 years of District service. . .	\$8,250

(3) Individuals who become members of the bargaining unit on or after July 1, 1997 shall not be eligible for the longevity payment after five years of service set forth in Section D(2) above.

D. Promotions

(1) If the District determines that changes in job responsibilities of a position warrant a change in level of that position within the bargaining unit, then the administrator(s) holding that position shall receive a \$3,000 increase in base salary.

(2) If an administrator is selected for a promotional position within the bargaining unit requiring a new probationary period, s/he shall receive an increase in base salary of no less than \$3,000.

E. The first time only that an administrator is granted tenure as a District administrator by the Board, s/he shall receive a \$2,500 increase in his or her base salary. The first time only that an administrator is awarded a Ph.D or Ed.D by an accredited institution of higher learning, s/he shall receive a \$1,000 increase in his or her base salary.

ARTICLE V -- INSURANCE

A. The District shall provide the following health insurance benefits:

(1) One hundred (100%) percent of the individual health insurance premium of the policies currently available to administrators for all employees who became members of the bargaining unit on or before June 30, 1997.

(2) One hundred (100%) percent of the family health insurance premium of the policies currently available to administrators for all employees who became members of the bargaining unit on or before June 30, 1997, less \$200, which shall be paid by the unit member(s).

(3) Ninety (90%) percent of the individual or family health insurance premium, whichever is applicable, of the policies currently available to administrators for all employees who become members of the bargaining unit on or after July 1, 1997.

(4) One hundred (100%) percent of the individual or family health insurance premium into retirement for all employees who became members of the bargaining unit on or before June 30, 1997.

(5) In retirement, the same percentage of the individual or family health insurance premium as the unit member paid as of his/her last day of service, for all employees who become members of the bargaining unit on or after July 1, 1997; provided, however, that such unit members must have at least ten years of service with the District as of the date of resignation for retirement purposes.

(6) Retirees as defined in Section A(4) above, who declare an intention to retire on or before the expiration of this Agreement and who retire under the terms of the New York State Teachers' Retirement System, shall each receive an individual contract (a copy of which is annexed as Appendix "B") assuring him or her that the District will maintain his or her health insurance coverage (family or individual); that the total cost of the premium will be paid by the District for the life of the retiree; and that the District will provide the same health insurance plan(s) that are offered to active employees in the unit.

(7) Members may elect to waive health insurance on an annual basis. Any member electing to waive health insurance coverage will complete an appropriate form and will be compensated at 60% of the premium in effect on July 1st of the year in which the insurance is waived. The election option will be presented on an annual basis in the month of March in each year of this Agreement for the fiscal year following the election.

B. The District shall pay one hundred percent (100%) of a \$150,000 term life insurance policy. This insurance will be carried into retirement and reduced according to the terms accepted by the insurance company. With approval of the insurance company, and provided that there is no increase in the group rate as a consequence, the District shall make possible the acquisition of additional life insurance coverage under the same plan by administrators who so desire. The premium will be paid by the administrator requesting the insurance based on the same rate as the unit purchased by the District, which will provide documentation of such to each member.

C. One hundred (100%) percent of the insurance premium of a dental policy. This dental coverage is to include the employee of the District and his/her dependents.

D. A long-term disability insurance will be provided and paid for by the District, which will pay up to 66 2/3% of the current salary to a maximum of \$7,000 per month (inclusive of any other benefit). There shall be a waiting period of 93 days.

E. Flexible Benefits Plan

(1) The District shall contribute \$250 per unit member on or before July 15 and January 15 of each year to a Flexible Benefits Plan to be administered by designee(s) of the President of the Unit. Employees may submit bills for unreimbursed medical coverage, health insurance premium contributions pursuant to ARTICLE V, Section A(3), membership in professional organizations related to their position, tuition reimbursement for work-related courses, and the like, upon receipt of appropriate documentation of the expenditure(s) by the unit member.

(2) The President of the Unit shall provide the District Superintendent with an annual report on or before August 1 of each year, accounting for expenditures by showing, at a minimum, how much was expended, and for what, by unit member, during the preceding July 1 through June 30 period, and shall retain documentation to support said expenditures for review by the District Superintendent for at least three years following the date of the report concerning them.

(3) It is the parties' intention that the foregoing method of administering the Flexible Benefits Plan shall be used for the 2002-03, 2003-04, 2004-05, and 2005-06 school years only; that it shall not be used for the school years 2006-2007 or beyond unless there is a written agreement between the parties to do so; that it shall not be carried forward by operation of law beyond the expiration date in ARTICLE XX of this Agreement; and that, in the absence of a written agreement to the contrary, the language of ARTICLE V, Section E from the parties' 1995-2000 agreement shall go back into effect on July 1, 2006.

ARTICLE VI -- SICK/PERSONAL LEAVE

A. All unit members on twelve (12) months will be entitled to 15 sick days each school year as of July 1. This provision excludes administrators who never report for duty at the beginning of the school year. In case of a new administrator who reports for duty on the first day, but is then absent, a physician's verification of illness will be required for successive days' absences during the first week of the new school year.

B. In the first year of employment, administrators hired after July 1st shall receive a pro-rated portion of sick days for each full month of employment.

C. Sick leave days may be accumulated from year to year up to 200 days. In cases of merit, the District may allow sick leave beyond the above limit. Official records shall be maintained in the appropriate District office.

D. In the event of absence of an administrator or supervisor for illness in excess of five (5) consecutive working days, the District may, if it has reasonable cause to believe that there is an abuse of sick leave policy, require an examination by an independent physician, such examination to be at the District 's expense.

E. Personal Time Off

(1) Each unit member shall be granted two personal days with reason as per District practice.

(2) The request for a personal day will be made directly to the Director's Office after the unit member's immediate supervisor is informed of it. The Director may delegate this function to the Assistant Director.

(3) If the two personal days are not taken, they will be carried over and accumulated as sick days.

(4) Unlimited personal days may be granted by the Executive Officer or his designee in cases of extreme emergency or a critical condition affecting the unit member and/or his/her immediate family.

(5) In the spirit of maintaining a professional atmosphere, it is understood that flexibility is essential in outlining the time parameters of a given day. Administrators are expected to put in the time necessary to perform the varying tasks of supervising their programs as outlined in their individual job descriptions. The existing practice of permitting occasional absences from work for brief periods of time for personal business may continue subject to annual review by the Executive Officer. If the time off does not exceed 25% of the normal work day, it will not require formal approval, but the unit member's immediate supervisor must be informed. This time off will not be counted against vacation, sick or other leaves of absence. It is expected that such absences will be used infrequently. Each supervisor empowered to grant such permission shall keep a record of same, which shall be subject to review by the Divisional Director, Executive Director Human Resources, and/or Executive Officer. If, upon annual review, the Executive Officer is dissatisfied with the

record of such absences, this practice may be discontinued or modified at his/her sole discretion.

F. Unused Sick/Personal Leave Compensation.

(1) Following accumulation of 90 sick days, an individual who became a member of the bargaining unit on or before June 30, 1997 shall have the option to be compensated at the rate of 1/200th of his/her annual base salary in 1997-98 for up to the number of unused sick/personal leave days set forth in what is annexed hereto as Appendix "C."

(2) All days for which the employee received compensation will be considered used and not reflected in individual accumulated totals. A letter of intent to request payment must be submitted to the Executive Director of Human Resources no later than May 1.

ARTICLE VII -- TEMPORARY LEAVES OF ABSENCE

A. Administrators will be entitled to the following temporary leaves of absence with pay each school year:

(1) With due regard for equal opportunity of designation, upon recommendation by and approval of the Executive Officer or a designee, days may be granted for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

(2) Time necessary for appearances in any legal proceedings connected with the administrator's employment with the school system except when such occurrences are the result of an illegal strike.

(3) Absence because of childhood communicable disease traceable to contact made in school.

(4) Up to five days at any one time in the event of death of an administrator's spouse, child or parent and up to three days for an administrator's brother, sister, grandparent, brother-in-law, sister-in-law, mother-in-law, father-in-law, niece,

nephew, aunt or uncle.

(5) Notice of leaves taken shall be made known to the Executive Director of Human Resources and the Divisional Director as soon as the dates of absence are known.

(6) Jury Duty - Personnel who are called for jury duty will be paid in full by the District during the period of their jury service. Any compensation for jury service must be turned over to the District, unless the administrator is not reimbursed in full for travel expenses and other necessary expenses. Expenses in excess of the County reimbursement for jury duty may be retained from jury duty pay and the balance that is left, if any, paid to the District. Jury service will not be charged against any approvable sick leave allowance.

ARTICLE VIII – EXTENDED LEAVES OF ABSENCE

A. The District agrees that one (1) administrator designated by the Association will, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Association (local, state or national) activities. Upon return, the administrator will advance to the next salary step above that step at which he/she was functioning at the time of the request for leave.

B. A leave of absence without pay of up to two (2) years will be granted to any administrator who joins the Peace Corps, National Teacher Corps., or serves as an exchange administrator and is a full-time participant in such programs. Upon return from such leave, such administrator will be considered as if actively employed by the District during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

C. Military leave shall be granted to any administrator, and administrators taking military leave shall be granted the fullest possible level of protection called for by applicable law

D. An Administrator/Supervisor, who becomes a parent, will be granted child rearing leave upon written application. Such leave shall continue for a period not exceeding two (2) years for each occurrence. Such leave may be extended by the Board. An administrator will not accumulate additional leave days during child rearing leave. However,

upon return from such leave, prior accumulated leave days will be restored and the administrator will be placed on the next higher step of the salary schedule if he/she has worked for a period of a full semester.

E. A leave of absence without pay or increment of up to one (1) year may be granted for personal reasons upon Board approval. Additional leave may be granted at the discretion of the Board.

F. The Board will grant a leave of absence without pay or increment to any administrator to campaign for or serve in public office. The minimum leave will be one school year and a maximum of two (2) years.

G. Other leaves of absence without pay may be granted by the Board.

H. All benefits to which an administrator was entitled at the time the leave of absence commenced, including unused accumulated sick leave, will be restored upon return and the administrator will be assigned to the same position which he/she held at the time said leave commenced, if available or if not, to a substantially equivalent position.

I. All requests for extensions or renewals of leaves will be applied for and granted or denied in writing by the Board.

ARTICLE IX -- RETIREMENT LEAVE

A. Terminal Leave

(1) Application . Requests for terminal leave must be submitted to the Executive Officer no later than December 1st of the school year preceding the year of the leave. In extenuating circumstances, this requirement may be waived at the discretion of the Executive Officer. All requests must be accompanied by a written, irrevocable letter of intent to resign for retirement purposes.

(2) Eligibility . The Administrator must be eligible to receive benefits from the New York State Teachers' Retirement System, and the retirement must be effective within five years of first eligibility. Eligible administrators who were employed by the agency prior to June 24, 1983 may elect either Option I or Option II. The option must be selected at the

time the letter announcing the retirement is submitted. Eligible administrators who were hired on or after June 25, 1983, and who become unit members on or before June 30, 1997, are eligible for Option II only. Administrators who become unit members on or after July 1, 1997 are ineligible for Terminal Leave regardless of their date(s) of hire.

(3) Manner of Payment. The Administrator may request either a lump sum payment or, upon approval of the Executive Officer, a three-year payout for eligible days on a bi-weekly basis.

(4) Death after Notice. Upon the death within two years of the intended date of resignation of an active member, who has declared his/her intention to resign for retirement purposes, payment for unused sick leave shall be made to the administrator's estate under the terms and restrictions of the above-mentioned retirement leave for those administrators otherwise eligible for such leave.

(5) Options:

OPTION 1

Unless the retiring member chooses to defer actual retirement and use entitled leave time staying on the District's payroll, the amount of this benefit will be paid in a lump sum to this member immediately prior to the effective date of retirement. The benefit shall be calculated as 110% of accumulated unused sick leave up to 150 days, resulting in a maximum of 165 days of retirement leave. The per diem rate applied to the allowable days shall be 1/200th of salary for the year in which the unit member was last in active service.

OPTION 2

Option II will compensate administrators upon qualification for retirement and actual retirement from the New York State Teachers Retirement System according to the following formula: For the first 100 days, or part thereof, of accumulated sick leave, compensation will be at the rate of one-half of 1/200th of final year's salary for each day. For the second 100 days, or part thereof, of accumulated sick leave, the compensation will be at the rate of 1/200th of final year's salary per day. If Option II is elected, the payment method will be either: (1) full lump-sum payment in the year of retirement, or (2) full lump-

sum payment in the fiscal year following retirement, or (3) payment in three equal installments over a three year period. The option for payment method will be at the discretion of the District as determined by fiscal constraints.

B. Other Leaves -- In a situation where a staff member is excessed as a result of the abolition of a position and no other position is available, a maximum of sixty (60) days sick leave accumulated by the staff member may be used for eligible paid leave. Deducted from the amount of paid sick leave shall be the amount which the staff member is entitled to under unemployment insurance compensation. For example:

Sick days	60 days	=	12 weeks	@	\$500 per week	=	\$6,000
Unemployment		=	26 weeks	@	\$125 per week	=	<u>\$3,250</u>
							\$2,750

Thus, the staff member would be paid at a weekly rate of \$500 until either the paid sick leave is depleted or employment is secured. All fringe benefits are in effect during this period.

C. Effective July 1, 1997, if an employee is promoted to a position in the bargaining unit covered by this Agreement from another bargaining unit in the District that has a collective bargaining agreement provision for terminal leave, for which the employee was eligible as a member of that bargaining unit, then the dollar value of that terminal leave benefit as of the date of the promotion shall be calculated, and the employee shall be permitted to defer exercising the right to said benefit until he/she retires as a member of the administrators' bargaining unit.

ARTICLE X -- GRIEVANCE PROCEDURE

A. Definitions

(1) A "grievance" is a claim based upon an event or condition which affects the welfare and/or the condition of employment of an administrator or supervisor and/or the interpretation, meaning or application of any of the provisions of this Agreement.

(2) In actual practice, it will be incumbent upon the Grievance Committee to determine whether or not an alleged grievance has merit, and such decision shall, in effect, constitute the definition of the grievance.

Stage 1 – Immediate Supervisor (Informal Stage)

An Administrator/Supervisor having a grievance will discuss it with his/her immediate supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but, in arriving at a decision will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his/her representative present. If the Administrator/Supervisor submits the grievance through a representative, the administrator/supervisor may be present during the discussion of the grievance.

Stage 2 – Chief Executive Officer

(1) If the Administrator/Supervisor initiating the grievance is not satisfied with the decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the administrator/supervisor shall, within five (5) school days, present the grievance to the Administrative/Supervisory Unit Grievance Committee for its consideration. The chairperson of the Grievance Committee will call the Committee into session.

(2) If the Grievance Committee determines that the administrator/supervisor has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Chief Executive Officer within ten (10) school days after the administrator/supervisor has been informed of the determination at the informal stage.

(3) Within five (5) school days after receipt of the appeal, the Chief Executive Officer, or a duly authorized representative, shall hold a hearing with the administrator/supervisor and the Grievance Committee or its representative and other parties in interest.

(4) The Chief Executive Officer shall render a decision, in writing, to the Administrator/Supervisor, the Grievance Committee and its representative within five (5) school days after the conclusion of the hearing.

Stage 3 – Commissioner of Education

In the event that the Administrator/Supervisor and/or the Grievance Committee of the Unit are not satisfied with the decision at Stage 2 and the Unit determines that the grievance

is meritorious and that appealing it is in the best interest of the school system, it may submit the grievance to the Commissioner of Education for his determination.

ARTICLE XI -- PROTECTION

A. Administrators will immediately report all cases of injury and/or assault suffered by them in connection with their employment to their immediate supervisor, in writing, dated and signed.

B. This report will be forwarded to the Superintendent or his/her designee, who will comply with any reasonable request from the administrator for information in his/her possession relating to the incident or the persons involved, and will act in appropriate ways, if any, as liaison between the police and courts.

C. Administrators shall be granted the fullest possible level of protection called for by the New York State Education Law arising out of any claim, demand, suit, or criminal prosecution initiated against them.

D. The District agrees to save administrators harmless from any financial loss where Administrators/Supervisors are required to handle District money, unless it can be proven that the loss was due to the administrator's negligence.

ARTICLE XII -- PERSONAL INJURY BENEFITS

A. Whenever an administrator is absent from school as a result of personal injury caused by parents or students in an assault occurring in the course of employment, the administrator will be paid full salary (less the amount of any Worker's Compensation award made for temporary disability due to said injury) for the period of up to one year, and no part of such absence will be charged to annual or accumulated sick leave. After one year, the Board will review any further action or extension.

B. The District will give reasonable reimbursement to administrators for any clothing or other personal property damaged or destroyed by the actions of a student and/or parent and not due to the administrator's negligence. The amount is discretionary on the part of the Board.

C. The District will reimburse an administrator for the cost of medical, surgical, dental or hospital services (less the amount of any insurance reimbursement) incurred as a result of any injury sustained in the course of employment, subject to the determination of application to the Worker's Compensation Board.

ARTICLE XIII -- ADMINISTRATOR/SUPERVISOR ASSIGNMENTS AND CORRELATIVES

Administrators/Supervisors will be notified, in writing, of their salary for the coming school year as soon as practicable after ratification of the Agreement reached by the parties thereto and, under normal circumstances, not later than August 1 or when negotiations are completed.

ARTICLE XIV -- VACATION

A. All members of the Administrative/Supervisory Unit who are on a 12-month salary agreement effective July 1 to June 30 will be entitled to 35 vacation days.

B. Members may accumulate a maximum of ten (10) unused vacation days to carry over to the next year. At no time will a member be allowed to carry more than the ten (10) days specified from one year to the next.

C. Vacation plans will be given to the Program Director as early in each year as conditions permit.

D. Up to five annual vacation days may be converted to and accumulated as sick leave at the end of each year of the contract.

E. Transitional Vacation - New Administrators

(1) Vacation Days - First Partial Fiscal Year -- When an administrator is appointed by the District, he/she shall receive one "transitional" vacation day for each full month employed in the first fiscal year; that is until the first July 1st.

Examples: An employee who starts work August 1st, receives

11 transitional days; an employee who starts work April 4th, receives 2 transitional days; an employee who starts work on July 1st, receives 12 transitional days in his/her first year.

Note: Transitional days do not accumulate and must be used prior to July 1st.

(2) Vacation Days - First Full Fiscal Year -- On July 1st after an individual is hired, he/she shall be credited with 23 vacation days, plus one day for each complete month of employment during the previous, partial fiscal year.

Examples: An employee who begins work on July 1st receives 12 transitional days for the first year and on the next July 1st receives 23 plus 12, or 35 vacation days. An employee who begins work on February 14th receives 4 transitional days and on the next July 1st receives 23 plus 4, or 27 vacation days.

(3) Vacation Days - After First Full Fiscal Year -- After the first full fiscal year of employment, the employee shall receive the vacation entitlement as described above.

F. All currently accumulated vacation days (not transitional days) shall be eligible for full payment upon separation from the District. In addition, a pro-rated share of accumulated vacation that would normally be awarded July 1st, shall also be eligible for payment.

Example: An employee who leaves the District on January 1st and has remaining 10 accumulated vacation days shall receive payment for these 10 vacation days plus 6/12 of the 35 vacation days he/she would normally be credited with the following July 1st.

ARTICLE XV -- MISCELLANEOUS

A. Administrators/Supervisors will be compensated for the use of their personal vehicle on District business at the IRS rate of July 1 of each contract year.

B. Copies of this Agreement will be duplicated at District expense and a copy

given to each Administrator/Supervisor now employed or hereafter employed by the District

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

D. Should there be any conflict between the policies, rules and/or regulations of the Board with the terms of this Agreement, the terms of this Agreement shall govern.

E. The Unit affirms that it will not strike the District or engage in concerted refusal to work.

ARTICLE XVI -- PROFESSIONAL PRACTICES COMMITTEE

A. In recognition of the mutual benefits which may be realized through the sustained cooperative efforts of staff members and administrators, there shall be established a Board of Cooperative Educational Services Administrative/ Supervisory Professional Practices Committee. It shall be the purpose of said Committee to provide a systematic and continuing opportunity to study and discuss matters pertaining to existing policies, educational requirements, procedures and guidelines, and to recommend to the Executive Officer of the District appropriate revisions or additions. The scope of the work of the Committee shall include the broad range of District activities and responsibilities.

B. Association members to the Professional Practices Committee shall be established by the Executive Board of the Unit.

ARTICLE XVII -- TRANSFERS & VACANCIES

A. Voluntary Transfers

(1) Administrators who desire a change in responsibility within tenure areas shall file a written statement of such desire with the Divisional Director and/or the Executive Officer.

(2) Such written statement shall include the requested school and/or program. If at the Divisional Director's discretion that specific transfer cannot be made, an alternate site can be recommended by the Divisional Director. A written statement regarding the status of the requested transfer will be provided to the administrator within 30 days.

(3) In the event a vacancy develops within the tenure area, consideration will be given to the administrator within the tenure area requesting a transfer before the selection of an external candidate.

(4) Every Administrator/Supervisor will be notified of a vacancy occurring or being planned. Seniority will be one of the considerations in selecting the applicant.

(5) Should there be any conflict between the provisions of this subsection and the requirements of the Education Law, the Education Law shall govern, and any disputes concerning the meaning and/or application of this subsection shall not be arbitrable pursuant to Article X of this Agreement but may be resolved by petition to the Commissioner of Education in accordance with applicable law.

B. Involuntary Transfers

(1) For involuntary transfers, in the exception of an emergency, notification of the transfer will be made at least 60 days prior to the transfer date.

(2) Transfers of administrators will be within tenure areas and will be done on a situation-by-situation basis. Transfers will be considered on the individual merits of the transfer and will be made in the best interests of the instructional program and/or in the best interest of the individual administrator. Involuntary transfers will not be initiated for the purpose of regularly or periodically rotating administrators.

(3) In the event that an Administrator/Supervisor is involuntarily transferred and wishes to return to his/her previous assignment, every effort will be made to accommodate this request if there is such a vacancy or need.

ARTICLE XVIII -- PROMOTIONS

A. Notice of all vacancies in promotional positions shall be sent to every District

Administrator/Supervisor clearly setting forth a description of and the qualifications for the position, including the duties and salary.

B. Administrators/Supervisors who desire to apply for such vacancies shall submit their applications, in writing, to the Executive Officer within the time limit specified in the notice.

C. Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the Administrator/Supervisor level, including positions as Assistant Superintendent, Director, Supervisor, Program Leader, Coordinator and Administrative Assistant, or such other position that may develop.

D. All appointments to the aforesaid vacancies and openings shall be made based on qualifications, experience and seniority, and consideration will be given to District employees meeting the educational and/or the experiential qualifications for that position.

E. Each applicant for such a position who is not selected will be informed by the Executive Officer.

ARTICLE XIX — PROFESSIONAL DEVELOPMENT

A. All administrators shall participate in a minimum of 20 hours of professional development as defined herein per year outside their regular duties.

B. A "Professional Development Academy" shall be developed by designees of the President of the Association and the District Superintendent. The Academy shall thereafter be staffed by unit members at \$35.00 per hour. Staff shall be selected by the President and the District Superintendent from volunteers, and, if there are insufficient numbers of volunteers, from a rotating pool of unit members determined to be qualified by the President and the District Superintendent.

C. The professional development commitment set forth herein shall be separate and apart from normal, day-to-day activities of unit members, and thus shall be in addition to such activities as committee work, curriculum work, strategic planning, and the like.

ARTICLE XX -- DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2002 and shall continue in effect

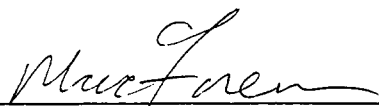
through June 30, 2006, subject to an annual reporting as follows: In the event either party wishes to amend this Agreement, notice may be given each year during the life of this Agreement. Negotiations concerning such proposed amendments shall proceed in accordance with the provisions of this Agreement. Amendments resulting from such negotiations shall take effect beginning the following July 1, or at such other time as may be mutually agreeable to the parties.

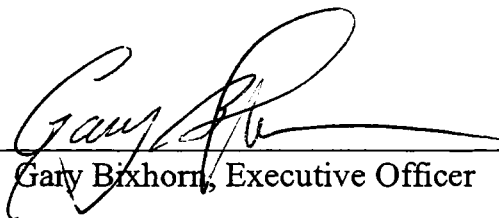
ARTICLE XXI – TAYLOR LAW NOTICE

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.

EASTERN SUFFOLK BOCES
ADMINISTRATIVE/SUPERVISORY
UNIT

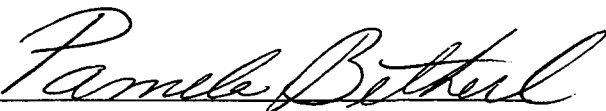
BOCES FIRST SUPERVISORY DISTRICT

By: 
Marc Foreman, President

By: 
Gary Bixhorn, Executive Officer

Dated: 12/18/02

Dated: 12/19/02

By: 
Pamela Bethel, President

Dated: 12/18/02

APPENDIX A
ADMINISTRATIVE/SUPERVISORY UNIT
LEVEL/TITLES

LEVEL 4

All Assistant Directors

LEVEL 3

All Principals
Adm. Assistant Special Education
Program Administrator for Adult & Continuing Education
Program Administrator for Health Careers
Program Administrator for Literacy

LEVEL 2

All Assistant Principals
Adm. Assistant/Occ. Tech Ed.
Adm. Coordinator for Adult Education
Adm. Coordinator Curriculum Staff Development
Coordinator Arts in Education
Coordinator BEACON Services
Coordinator BETAC
Coordinator Curriculum/Research Services
Coordinator Evaluation Center
Coordinator ITIBE
Coordinator Staff Development & School Improvement Services

LEVEL 1

Adm. Asst. School Library System
Assistant Coordinator EVEN START
Assistant Coordinator BEACON Services
Assistant Coordinator Staff Development
Assistant Project Director LIRSSC
Assistant to SLS Director
Coordinator Equity Support Services
Coordinator Management Services
Effective Schools Manager

APPENDIX B

ADM. SUPERVISORY UNIT
SICK DAY SELL BACK ENTITLEMENTS

12 DAYS

Amoroso, Victor
Aylmer, Thomas
Becker, Robert
Bila, Vincent
Fox, Anne
Galvin, Walter
King, Doris
Krizel, Valerie
Minkin, Carl
Weiss, Kathy
Zusmer, Merrill

10 DAYS

Burke, James
Meskill, Gail
Passarello, John
Romeo, Dominic
Witthoft, Irene

8 DAYS

Baxter, Louise
Bedford, Robert
Daly-Lewis, Joan
Manzo, Joyce
Schroeder, Dorothy
Setzer, Andrew
Volonts, John
Zate, Ximena

6 DAYS

Alexander-Davis, Deloris
Barr, Janet
Bernard, Audrey
Bianchi, Lynette
Buckheit, Susan
Cahn, Judy
Conroy, Linda
Croke, Cynthia
Delgado, Joseph
DeVincenzo, Anthony
Eliowitz, Lester
Foreman, Marc
Hansen,Carolynn
Herrick, David
Laimit, William
Mammino, Michele
Meyer, Kathleen
Penna, Eugene
Powell, Carol
Pushee, Keith
Savio, Bennett
Scheckner, Sharon
Serignese, Ralph
Smith, Rose Ann
Sutherland, Thomas
Ude, Margo
Valverde, Maria
Ventura, Kathleen
Wheaton, Scott
Wojciechowski, Kathleen