



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Otsego Northern Catskills BOCES and Otsego Northern BOCES Administrators Association (2008)**

Employer Name: **Otsego Northern Catskills BOCES**

Union: **Otsego Northern BOCES Administrators Association**

Effective Date: **07/01/08**

Expiration Date: **06/30/11**

PERB ID Number: **9565**

Unit Size: **10**

Number of Pages: **10**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

Agreement

Between The

*Otsego Northern Catskills Board of
Cooperative Educational Services*

And The

*Otsego Northern Board of Cooperative
Educational Services Administrators'
Association*



OTSEGO NORTHERN CATSKILLS
BOARD OF COOPERATIVE EDUCATIONAL SERVICES

RECEIVED

DEC 22 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

July 1, 2008 to June 30, 2011

AGREEMENT

Pursuant to the provisions of Chapter 392 of Laws of 1967 of the State of New York, this Agreement is made and entered into as of the 10th day in **July**, 2008, by and between the OTSEGO NORTHERN CATSKILLS BOCES and the OTSEGO NORTHERN CATSKILLS ADMINISTRATORS' ASSOCIATION.

ARTICLE I – CERTIFICATION

- A. The Board recognizes the Association for purposes of collective negotiations and agrees to negotiate with said Association as the exclusive representative of all Building Principals, Assistant Principals, Innovative Programs Supervisors, Itinerant Supervisor, SETRC (Special Education Training Resource Center) Coordinator with respect to salaries, wages, hours other terms and conditions of employment and in the resolution of grievances arising there under.
- B. Contract Definitions
 - 1. The word “Association” as used in this Agreement shall mean the OTSEGO NORTHERN CATSKILLS ADMINISTRATORS' ASSOCIATION.
 - 2. The word “Board” as used in this Agreement shall mean the OTSEGO NORTHERN CATSKILLS BOCES.

ARTICLE II – PAYROLL DEDUCTION

- A. The ONC BOCES will deduct from the salary of the Association members, the Association dues as provided for under the Civil Service Law. The District will deduct dues in equal installments during the period September 1 through June 30 and submit a check in the total amount of all dues to the Association Treasurer on a monthly basis. The list of names and amounts to be deducted will be submitted by the Association's Treasurer to the District on or about June 1st of each year.
- B. The BOCES shall make deductions as authorized in writing by the administrators for: health and dental insurance premiums, Flexible Spending Accounts (IRC §125) credit union account, tax sheltered/deferred accounts of mutually agreed upon providers and United States Savings bonds.
- C. The BOCES will provide for direct deposit of paychecks for unit members.

ARTICLE III – ASSOCIATION & BOARD RIGHTS

- A. The Superintendent and representatives of the Association shall meet on an as needed basis to discuss matters relating to the implementation of this contract and matters of mutual concern. These meetings will NOT substitute for or replace any administrative and/or curriculum meetings scheduled throughout the year. Items to be discussed will be submitted one week prior to the meeting.
- B. Copies of this contract shall be printed and distributed by the Board to all Association members. The BOCES facilities may be used for Association business without cost so long as its use does not disrupt normal operations.
- C. Negotiations for a new contract may be initiated at the written request of either the Board or of the Association. The meeting date, time and place shall be mutually agreed upon.

ARTICLE IV – PROFESSIONAL EVALUATION

- A. The process of professional evaluation is recognized as being constructive in nature and designed to aid the school district to provide the best possible education.
- B. Members of the bargaining unit shall be evaluated at least once annually on job performance, mutually agreed to goals, and operational effectiveness. These evaluations will be completed prior to salary recommendations on merit.
- C. BOCES will involve the Association in discussion of any change to the evaluation instrument and consider any suggestions that the Association has for changes.

ARTICLE V – ADMINISTRATOR FILES

Official Administrator files shall be maintained under the following conditions:

- A. No unsigned and/or anonymous material regarding an administrator will be placed or maintained in any district file.
- B. No material critical of an Administrator shall be placed in the file unless the administrator shall first have an opportunity to read the material.
- C. The Administrator shall have the right to respond in writing within thirty (30) days to any material filed, and his/her response shall be attached to the file copy.
- D. Upon request of the Administrator, at a scheduled appointment, he/she shall be permitted to examine and copy the contents of his/her file. The examination shall be made in the presence of the person responsible for safekeeping the file.

Privileged or confidential information relating to an Administrator's past employment or schooling should not be subject to such examination.

- E. An Administrator's file shall not be removed from school premises except in compliance with legal process or when needed by the Board's counsel.

ARTICLE VI – VACANCIES

- A. Whenever a vacancy shall occur in the ONC BOCES, the notice of vacancy will be posted on the ONC BOCES Website. This notice shall clearly set forth the qualifications for the position, duties, and salary.
- B. Such notice shall be posted as far in advance as practicable of the hiring date.
- C. In filling such vacancies, the Board agrees to consider candidates from within the ONC BOCES, but reserves the right to hire the most qualified/suitable candidate.

ARTICLE VII – GRIEVANCE PROCEDURE

- A. A grievance is a claim by any member or group members of this unit based upon a violation of this collective bargaining agreement.
- B. A grievance, to be considered, must be filed in writing no later than thirty (30) working days after the employee knew or should have known of its occurrence and sent to the Immediate Supervisor.
- C. Stage 1: The Immediate Supervisor shall meet and discuss the matter with the grievant and/or the grievant and his/her unit representative if the grievant so wishes, within fifteen (15) working days of receiving said grievance, and notify the grievant within fifteen (15) working days of his/her decision. Said decision will be in writing and if it denies the grievance, the reason(s) for denial will be stated.
- D. If the grievant is dissatisfied with the response of the Immediate Supervisor, and wishes review by the Superintendent, he/she shall file his/her appeal to the Superintendent within fifteen (15) working days after receipt of the Immediate Supervisor's decision. The Superintendent decision will be within fifteen (15) working days of his/her decision. Said decision will be in writing and if it denies the grievance, the reason(s) for denial will be stated.
- E. If the grievant is dissatisfied with the response of the Superintendent, and wishes review by the Board, he/she shall file his/her appeal to the Board within fifteen (15) working days after receipt of the Superintendent's decision.
- F. The Board will hear the grievance in Executive Session at its next regularly scheduled meeting. The grievant may have a representative at this hearing. The Board will

provide its decision in writing. Their decision shall be final and binding. If the decision of the Board does not resolve the grievance, the grievant may process the grievance to arbitration through the American Arbitration Association.

- G. The representatives of the Board and the grievant will consult to select a mutually acceptable arbitrator. If they are unable to agree on an arbitrator, the selection process of the American Arbitration Association will be followed.
- H. The Arbitrator shall have no power to add, detract, or otherwise vary the terms of the parties' arbitrator. The decision of the arbitrator shall be advisory. The cost of such arbitration procedures shall be borne equally by the Board and the Association.

ARTICLE VIII - COMPENSATION

- A. Base Salary Increase:
Effective 7/1/06: 3.5% with an additional 1% that may be paid for merit
Effective 7/1/07-6/31/2011: 2% with an additional 3% that may be paid for merit
- B. Longevity: Annual stipends will be paid as follows:

| | |
|---|-----------------------------|
| <u>Yrs of District Service As a BOCES Administrator</u> | <u>Longevity</u> |
| at 5 th year | \$1,000 Effective 7/1/06 |
- C. After given notice of a salary increase for the upcoming academic year, the employee may request a meeting with his/her supervisor to discuss justification for the percentage given. The employee has the right to appeal the percentage to the District Superintendent. The District Superintendent will consider the appeal based on the administrator's evaluation and goals.

ARTICLE IX - BENEFITS

- A. Health Insurance: Effective 7/1/06, ONC BOCES shall pay 93% of the health insurance premium for individual, and 90% for supplemental and 87% of the cost of the family premium for administrators. Effective 7/1/07, ONC BOCES shall pay 93% of the health insurance for individual, and 90% for supplemental and 87% of the cost of the family premium for administrators. The ONC BOCES contribution to HMO plans will be limited to the dollar contributions for the ONC BOCES plan.
- B. Retiree Health Insurance: For employees hired before 2/1/07 and who have completed 7 years of service in any position at ONC BOCES, the District shall pay 75% of the insurance premium for individual coverage and 50% of the actual premium for dependent coverage. For any employee hired after 2/1/07, ONC BOCES will pay 50% of the cost of individual, 35% of the cost of the premium for dependent coverage for those employed at ONC BOCES for at least 7 years. For each year past 7 years, an additional 2% shall be added to the above figures to a

maximum of 66% of the cost of individual, and 51% of the cost of the premium for dependent coverage.

| | |
|---------------------|-------------|
| Example – 7 years = | 50% and 35% |
| 8 years = | 52% and 37% |
| 9 years = | 54% and 39% |
| 10 years = | 56% and 41% |
| 11 years = | 58% and 43% |
| 12 years = | 60% and 45% |
| 13 years = | 62% and 47% |
| 14 years = | 64% and 49% |
| 15+years = | 66% and 51% |

- C. Buy-Out option: Administrators who do not apply for and/or who voluntarily elect to drop health insurance and provide proof of alternative insurance coverage will receive, effective 7/1/08, four thousand dollars (\$4,000). Said payment will be made in June of each year.
- D. Dental Insurance: For Administrators who opt for dental coverage, the individual shall pay 12.4% of that individual coverage. If the administrator selects 2-person or family coverage, the administrator and the BOCES shall share equally in the cost of the difference between the premiums for individual and 2-person or individual and family coverage, as the case may be.

ARTICLE X –WORKDAY, YEAR AND LEAVES

- A. The minimum workday of an administrator will be eight hours with a half hour lunch. Compensatory time may be granted for hours worked over eight hours with approval of the Assistant Superintendent. It is not the intention of this section to expand the current work requirements or patterns.
- B. Twelve month Administrators shall be entitled to 20 vacation days per year. Ten month Administrators shall be entitled to 16.5 vacation days per year. Up to a maximum of 10 vacation days may be carried forward from year to year. The scheduling of vacations will be arranged between the Administrator and the Immediate Supervisor. If an Administrator leaves BOCES, he/she will be paid at his/her per diem rate for unused vacation leave prorated to the time of departure.

All administrators shall also be entitled to paid holidays as follows:

New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, and December 25 Holiday (two days). Twelve month employees shall also be entitled to July 4.

- C. 10 month administrators will work September 1 through June 30. An additional 20 days at administrator's per diem rate may be required by the District and scheduled

by mutual agreement between the administrator and the Immediate Supervisor or his/her designee.

D. Sick Leave: 12 and 10 month administrators shall be respectively entitled to 17 (5 family) and 14 (4 family) sick leave days each year.

E. Upon retirement, an employee who has ninety (90) or more sick days up to a maximum of two hundred forty (240) days for 10-month employees or two hundred forty (240) days for 12-month employees shall receive payment as follows:

Ninety to one hundred nine days (90-109)..... thirty dollars (\$30)/day
One hundred ten to one hundred twenty-nine days (110-129).....thirty-five dollars (\$35)/day
One hundred thirty plus days (130+).....forty dollars (\$40)/day
(Example: If a member has 112 days, he/she would receive 112 x \$35 or \$3,920;
135 days, he/she would receive 135 x \$40 or \$5,400, etc.)

Payment for unused sick days will be made as a 403(b) non-elective employer contribution. The employer contribution shall be deposited into an employee selected 403(b) account. The employee has the responsibility to ensure the 403(b) account will accept employer non-elective contributions.

For the purpose of this Section, retirement shall be defined as the age when the employee files for retirement and collects benefits from the New York State Employees' Retirement System or the New York State Teachers' Retirement System.

F. Unit members who accept a unit position from another position in BOCES will bring forward all of accumulated sick days.

G. Personal Leave: 12 and 10 month administrators will be entitled to 4 and 3 personal leave days per year. Any unused days will be converted to sick days and accumulated as such. No personal days may be taken before a holiday without permission of the Superintendent.

H. Bereavement Leave: A unit member may be granted up to five (5) days leave in the event of the death of a member of his/her immediate family. Immediate family is defined as parents, brother/sister, spouse, in-laws in the above categories, children (including step-children), grandchildren, and domestic partners.

A unit member shall be granted up to one (1) day leave in the event of a death of a member of his/her non-immediate family.

The District Superintendent, or his/her designee, may grant additional bereavement days upon request.

I. Jury Duty Leave: Administrators who are required to serve on jury duty will be allowed to serve without reduction in their sick or personal leave accumulations.

Bargaining unit members shall receive full compensation minus the "jury fee" for each day of jury duty, but will be required to submit proof of service as a juror.

J. Military Leave: Administrators who are called to military leave will be allowed unpaid military leave in accordance with federal and NYS Laws.

K. Other Leaves: Other Leaves may be granted by the Superintendent upon timely application for the leave and dependent on the needs of the District.

ARTICLE XI - PROFESSIONAL IMPROVEMENT

Administrators shall be reimbursed for the cost (tuition) of graduate study which has been approved in advance by the Superintendent. The cost will be reimbursed at the SUNY rate per credit, with no more than one course per semester. The Superintendent has the discretion to disapprove courses that are not related to the current position.

ARTICLE XII - POLICY OF NONDISCRIMINATION

The District and the Association agree to adhere to a policy of nondiscrimination with regard to race, creed, color, national origin, sex, marital status, and membership in or activities of the Association.

ARTICLE XIII - NO STRIKE PLEDGE

The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by employees covered by this Agreement or any instigation thereof.

ARTICLE XIV - SEPARABILITY AND RENEGOTIATION

- A. To the best knowledge and belief of the parties, this contract contains no provision which is contrary to Federal Law or State Law. Should, however, any provision of this Agreement, at any time during its life, be held in conflict with Federal or State law, then such provisions shall be deemed inoperative, but the remaining provisions of the Agreement shall, nevertheless, remain in full force and effect.
- B. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement except through the voluntary mutual consent of the parties in a written amendment to this Agreement.

ARTICLE XV - DURATION

