

AGREEMENT BETWEEN

THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES

SOLE SUPERVISORY DISTRICT OF WESTCHESTER COUNTY

AND

THE BOCES ASSOCIATION OF SCHOOL ADMINISTRATORS

(BASA)

JULY 1, 2015 – JUNE 30, 2020

Members of the Board of Cooperative Educational Services 2014-2015

Joseph Wooley
James E. Miller

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Vice-President

John DeSantis
Lynn Frazer-McBride
Georgia Riedel

Catherine Draper
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BOCES Executive Team

Harold A.Coles, Ph.D.
Jacqueline O'Donnell
David Pulley
Steve Tibbetts

District Superintendent
Deputy Superintendent/COO
Asst. Supt. Educational Services
Asst. Supt. Business & Admin. Services

The BOCES Association of School Administrators Officers (BASA)
2014-2015

Will Guterman

President

NEGOTIATING TEAMS

BOCES Board

Steve Tibbetts
Stephanie Roebuck, ESQ
James A. Gratto, Jr.

Asst. Supt. Business & Admin. Services
Attorney
Director of Human Resources

The BOCES Association of School Administrators (BASA)

Will Guterman
Robert M. Saperstein, Esq.

President
Attorney

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PREAMBLE

This Agreement is made and entered into by and between the Board of Cooperative Educational Services, Sole Supervisory District, Westchester County (hereinafter called the "Board") and the BOCES Association of School Administrators (hereinafter called the "Association" or "BASA") pursuant to Article 14 of the Civil Service Law.

ARTICLE I – RECOGNITION

The Board recognizes the Association as the exclusive representative of all certified and non-certified administrators in the titles of Supervisor and Coordinator (excluding all other employees of the Board) for the purposes of Article 14 of the Civil Service Law.

ARTICLE II – DUES DEDUCTIONS

The Board agrees to deduct from compensation due the employees represented by the Association and remit to the Association membership dues for each member thereof who authorizes such deductions by means of the presentation to the Board of a written signed document. Such authorization shall be continuous unless revoked in writing. All such dues authorized to be deducted by such documents received by or on file with the Board on September 1st in any one school year shall be deducted from the compensation due the authorizing employee in equal even dollar amounts (or as equal as possible) between the period of October 1st and April 1st. For documents received after September 1st, deductions shall be made in the same manner during the inclusive months. Remittance by the Board to the Association shall be made in 6 payments; one at the end of each month of dues deduction.

ARTICLE III – SALARIES

A. Bargaining unit members shall receive the following percentage salary increases to their base salaries, subject to Section B below:

1. Effective July 1, 2015: 2% increase
2. Effective July 1, 2016: 2% increase
3. Effective July 1, 2017: 2% increase
4. Effective July 1, 2018: 2% increase
5. Effective July 1, 2019: 2% increase

- B. The parties acknowledge that they are under a continuing duty to negotiate APPR related issues as described in Sections 3012-c and 3012-d of the Education Law with the intent of reaching agreement in a timely fashion as necessary to enable the District to secure its full State Aid funding for the 2015-2016 School Year.

This program does not eliminate the Superintendent's (or designee's) authority to review the employee's performance at any time. Further, this program in no way limits the BOCES' right and authority to commence disciplinary procedures against an employee at any time.

- C. Effective July 1, 2012, a stipend in the amount of \$3,000 will be paid each year to those members of the bargaining unit who hold an earned doctoral degree and who have submitted appropriate transcripts. Such stipend shall be prorated as appropriate for newly earned doctorates.

- D. Effective with the 2012-13 school year, the following non-cumulative stipends will be granted upon completion of the following years of service as administrators in BOCES:

1. After the completion of 10 years -- \$2,000;
2. After the completion of 15 years -- \$3,000;
3. After the completion of 20 years -- \$4,000;
4. After the completion of 25 years -- \$5,000.
5. Eligible longevity payments will be made starting in July of the 11th, 16th, 21st and 26th year of continuous service in SWBOCES as an administrator.

- E. For the purpose of determining longevity payments, seniority and salary increases, year one of employment must be at least 180 calendar days to be deemed one year of service.

- F. Stipends:

1. BOCES shall have the right to establish new stipends for unit related work. The Association President shall be given 10-work days advance notice before the stipends are posted, and shall be afforded the opportunity to discuss the Association's views regarding same.
2. The Association shall have the right to make written recommendations to BOCES regarding stipends, and to discuss same with BOCES representatives. In all cases the final determination regarding stipends shall remain with BOCES

ARTICLE IV – LEAVES OF ABSENCE

- A. Personal Leave – Up to 3 days of personal leave will be available to members of the bargaining unit in each fiscal year. Unused personal leave will accrue onto sick leave at the end of each fiscal year.

- B. Bereavement Leave – Up to 5 working days of absence will be allowed for each death in the immediate family or spouse’s immediate family of a member of the bargaining unit which shall include the employee’s spouse, children, parents, grandparents, sister, brother, mother-in-law or father-in-law.

- C. Sick Leave
 - 1. Members of the bargaining unit are eligible for 12 sick days per year for the first 10 years in this BOCES and 17 sick days per year thereafter. A total of 240 sick leave days may be accumulated.

 - 2. Sick Bank – At the completion of the third year of employment with this BOCES, the following sick bank will be established for all 12 month members of the bargaining unit:

Year	1	2	3	4	5	6	7	8	9	10	11	12
Days Allotted/Year	12	12	12	12	12	12	12	12	12	12	17	17
Accumulation	12	24	36	48	60	72	84	96	108	120	137	154
Sick Bank	0	0	0	84	72	60	48	36	24	12	0	0

ARTICLE V – LEGAL HOLIDAYS AND VACATION

- A. Legal Holidays – Members of the bargaining unit will observe the Office Closing Calendar as approved by the Board annually.

- B. Vacation – Vacation is earned on a pro-rated basis. Members of the bargaining unit who are 12-month employees shall receive and are encouraged to use 27 vacation days per year. A member of the bargaining unit will be eligible, upon application and approval by the District Superintendent, to carry over up to 10 vacation days into the subsequent fiscal year, with a maximum accumulation not to exceed 40 days. All vacation day requests must be submitted to the appropriate Director/Assistant Superintendent for prior approval. Effective July 1,

2011, the maximum number of unused vacation days that may be accumulated and/or paid upon separation from service shall be changed from 40 to 37.

- C. Starting in the first year of the contract, at the end of each school year unit members may cash in up to four (4) unused vacation days annually at their per diem rate of 1/240th of salary.

ARTICLE VI – FRINGE BENEFITS

A. Health Insurance

1. Health insurance programs shall be provided covering all members of the bargaining unit with individual or family coverage equivalent to that currently offered by the Empire Plan or Health Maintenance Organization (HMO). The Board retains its right to change insurance carriers. BOCES shall have the right to change the level of health insurance benefits.
2. All active members of the bargaining unit shall contribute toward the medical coverage premium as follows:
 - a 2015-2016: 11%
 - b 2016-2017: 11%
 - c 2017-2018: 11%
 - d 2018-2019: 12%
 - e 2019-2020: 13%

3. Medical coverage is provided by the Board for each retired member of the unit, and for the dependents of that retiree, under the following conditions:

- a The retiree must have completed five years of full-time continuous service with Southern Westchester BOCES immediately prior to retirement.
- b The retiree is qualified for retirement and retires permanently into the New York State Teachers' Retirement System or the New York State Employees' Retirement System. Effective July 1, 1998, the Board pays premiums for medical coverage for retirees as follows:

5-8 years of service:	50% (individual or family coverage)
9-11 years of service:	75% (individual or family coverage)
12+ years of service:	100% (individual or family coverage)

- c For each year claimed for the purpose of determining length of service, the staff member must have worked no less than half-time and been eligible for medical coverage.

B. Dental Insurance – A dental insurance program shall be provided covering all members of the bargaining unit with individual and family coverage equivalent to that currently offered. All active members of the bargaining unit shall contribute 5% toward the dental coverage premium.

C. Life Insurance – A term life insurance policy shall be provided covering all members of the bargaining unit with the principal sum of each policy fixed at an amount equal to twice the individual's annual salary. Premium to be paid by the Board. Upon retirement, members of the bargaining unit will have the option to continue his or her life insurance policy with the premium to be paid by the retired member of the bargaining unit.

D. Long Term Disability – A long-term disability insurance policy will be provided by the Board. A member of the bargaining unit will become eligible for this benefit after 180 days of disability and complete use of accumulated sick leave. The monthly benefit will equal two-thirds of current salary. The premium will be paid by the Board. Benefits will not be payable beyond age 65.

- E. Professional Growth - Each member of the bargaining unit is encouraged to pursue professional growth through training and membership in professional organizations. Each member of the bargaining unit will be reimbursed up to a maximum of \$200 per year for expenses incurred for membership in professional associations and/or other uses related to their professional growth/development such as the purchase of work-related professional literature and/or other work-related professional materials and/or attendance at professional conferences. All expenses reimbursed shall be work related.

- F. Physical Examination – Each member of the bargaining unit is encouraged to obtain an annual physical examination and SWBOCES will contribute \$500 annually to the employee to assist with individual or family medical expenses.

- G. Mileage Reimbursement – If a member of the bargaining unit is entitled to reimbursement for automobile travel, said reimbursement shall be at the IRS mileage rate prevailing at the time of travel in accordance with Board Policy.

- H. The existing IRS 457 Plan will be continued for the term of the agreement.

ARTICLE VII – RIGHT ON EXCESSING

In the event a member of the bargaining unit is excessed, he or she shall be given consideration for employment in administrative vacancies for which he or she is qualified.

ARTICLE VIII – NO STRIKE PLEDGE

The Association agrees that neither it nor the employees it represents shall engage in any strike, work stoppage or other concerted refusal to work. The Association further agrees that it shall not cause, instigate, encourage or condone any such strike, work stoppage or other concerted refusal to work.

ARTICLE IX – MANAGEMENT RIGHTS

- A. Unless expressly provided otherwise in this Agreement, the Board retains all authority, rights and powers possessed as regular and customary functions of a Board of Cooperative Educational Services under State law, including but not limited to:
 - 1. direct the work of its employees;
 - 2. hire, promote, demote, transfer, assign and retain employees in positions within the organization;
 - 3. suspend or discharge employees;
 - 4. maintain the efficiency of the operation;
 - 5. determine services to be rendered by the organization;

6. take actions as may be necessary to carry out the mission of the organization;
7. determine the methods, means and personnel by which operations are to be carried on;
8. be the policy-making and governing body of the organization;
9. take any other action which is in the best interest of the organization.

B. The above rights of the Board are not all inclusive, but indicate the types of matters or rights, which belong to or are inherent in the Board. Any or all rights, powers or authority the Board had prior to entering into this Agreement are retained by it and shall remain within its sole discretion to modify, establish or eliminate, except as expressly and specifically abridged or modified by this Agreement.

ARTICLE X – OUTSIDE EMPLOYMENT

- A. All members of the bargaining unit who are to receive compensation, expense reimbursement or other consideration from any entity or individual other than Southern Westchester BOCES for services rendered to such entity or individual, shall, to the extent required herein, give prior notification to the District Superintendent or his/her designee identifying the entity or individual and indicating what the actual activity will involve and the nature of the compensation or consideration.
- B. This policy is meant to provide full knowledge to the employee and to avoid any potential conflict of interest, to document that the activity is occurring with the knowledge and approval of the BOCES, and to assure that no public trust is violated.
- C. Any employee is subject to discipline if he/she fails to provide advance notice of any activity covered by this Article or if he/she engages in any activity proscribed herein.
- D. This Article applies solely to outside employment which corresponds to services provided by Southern Westchester BOCES as set forth in the Services Guide.
- E. Providing instructional services to students other than BOCES students regularly serviced by the staff member as part of his/her employment is not covered by this Article.
- F. Any member of a bargaining unit covered hereby who was engaged in outside employment providing a service similar to that set forth in the Services Guide prior to the BOCES offering the service shall be entitled to continue to provide that service (first in time, first in right).
- G. This Article shall only apply to outside employment in New York State, except for employment in New York City, and does not include private schools.
- H. This Article shall apply solely to full time employees within the bargaining units covered hereby.
- I. The definition of compensation shall exclude expense reimbursement and non-monetary consideration.

- J. Employees covered by this Agreement shall not be required to obtain approval. However, a process for application shall be established by the BOCES, if an employee desires approval for clarification purposes. If a denial is forthcoming from the District Superintendent, a request for recommendation from a mutually agreed upon ombudsman may be sought. The cost of such ombudsman should be shared equally by the District and the Association. The ombudsman shall issue an expedited recommendation to the Board which shall make final determination with regard to the application.

ARTICLE XI – GRIEVANCE PROCEDURE

A. Definitions

1. Grievance shall mean any claimed violation, misinterpretation or inequitable application of the terms of this Agreement.
2. Grievant shall mean an aggrieved member of the bargaining unit.
3. Day shall mean any calendar day.

B. Basic Principles

1. It is the intent of these procedures to provide for an orderly settlement of differences in a fair and equitable manner with reasonable promptness.
2. A grievant shall have the right to present his or her grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal.
3. A grievant shall have the right to be represented at any stage of the procedures by a representative of his or her own choice.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to the case.
5. All hearings shall be confidential.

C. Procedures

1. First Stage – Immediate Supervisor
 - a. The grievant shall present his or her grievance in writing, on forms attached hereto as Appendix A, to the Immediate Supervisor of the grievant's division/department within 10 school days after the occurrence of the event giving rise to the grievance. *If the immediate supervisor is the subject of the*

grievance then the grievance, at the First Stage, shall be submitted to the Immediate Supervisor of the grievant's Supervisor.

- b The Immediate Supervisor may discuss the grievance with the grievant but in any event shall present his or her decision in writing to the grievant within 10 school days after receipt of the grievance.

2. Second Stage - Assistant Superintendent

- a Any grievant that is dissatisfied with the decision of the Immediate Supervisor may, within 10 school days after receipt of the Immediate Supervisor's decision, request in writing, a review and determination of the grievance by the Assistant Superintendent for Business and Administrative Services.
- b The Assistant Superintendent, as the case may be, shall request of the grievant and the grievant's Immediate Supervisor that they submit to him or her, within 10 school days, written statements concerning the case.
- c If such is requested in the written statement of either the grievant or the Immediate Supervisor pursuant to Paragraph b above, the Assistant Superintendent, as the case may be, shall notify all parties concerned in the case of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within 5 school days after receipt of the written statement of both parties pursuant to Paragraph b above.
- d The Assistant Superintendent, as the case may be, shall render his or her decision in writing to the grievant and the appropriate Immediate Supervisor within 10 school days after receipt of the written statements pursuant to Paragraph b above if there is no hearing or within 10 school days after the close of the hearing if one is held.

3. Third Stage - District Superintendent

- a If the grievant is not satisfied with the decision made at the second stage he or she may, within 10 school days after receipt of the decision at the second stage, request in writing a review and determination of the grievance by the District Superintendent.
- b The District Superintendent shall request of the grievant and the Assistant Superintendent, as the case may be, that they submit to him or her within 10 school days written statements concerning the case as well as the determinations made at previous levels.
- c The District Superintendent shall hold a hearing within 10 school days of the receipt of the written statements pursuant to Paragraph b above at which time

the parties may appear and present oral and written statements supplementing their position in the case.

- d The District Superintendent shall render his or her decision in writing to the grievant and the Assistant Superintendent, as the case may be, within 10 school days after the close of the hearing.

4. Fourth Stage - Board of Cooperative Educational Services

- a If the grievant is not satisfied with the decision made by the District Superintendent he or she may, within ten days after receipt of the decision, request a review and determination of his or her grievance by the Board of Cooperative Educational Services. All other statements and records of the case shall be submitted to the Board by the District Superintendent.
- b The Board or a subcommittee of the Board, at the option of the Board, may hold a hearing to obtain further information regarding the case. Such hearing shall be held within 10 school days of receipt of the request for review by the grievant.
- c The Board shall render its decision in writing to the grievant and the District Superintendent within 10 school days after the close of the hearing, if any, or within 10 school days after receipt of the request for review by the grievant.

5. Fifth Stage - Arbitration

- a If the Association believes that the Board or its subcommittee did not adequately address the grievance, the Association, may, within 10 school days after the decision, submit the grievance to arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, if it is not excluded as a grievance, as the term is defined herein. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator, although the parties may agree to a mutually agreeable arbitrator in advance of the submission of the grievance to the American Arbitrators Association (A.A.A.)
- b The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of or inconsistent with the terms of this Agreement.
- c The decision of the arbitrator shall be final and binding.
- d The cost of the services of the arbitrator and the A.A.A. shall be shared equally by the Board and the Association.

ARTICLE XII - LEGISLATIVE ACTION REQUIRED

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

ARTICLE XIII - TERMS OF AGREEMENT

This Agreement shall be effective July 1, 2015 and shall remain in full force and effect until June 30, 2020. If the Association or the Board wishes to submit proposals for a successor agreement it shall do so no later than April 1, 2020.

Dated: _____ 2015

BOCES ASSOCIATION OF
SCHOOL ADMINISTRATORS

BOARD OF COOPERATIVE EDUCATIONAL
SERVICES, SOLE SUPERVISORY
DISTRICT, WESTCHESTER COUNTY

By: _____
President Date

By: _____
Chief Operating Officer Date

By: _____
President Date

Ratified: November 4, 2015

Board Approved: November 18, 2015

APPENDIX A
BASA GRIEVANCE FORM - COVER SHEET

NAME OF GRIEVANT: _____

OR GRIEVANTS: _____

DIVISION: _____

LOCATION: _____

SUBJECT MATTER OF GRIEVANCE IN BRIEF: _____

DATE OF ACT GIVING RISE TO GRIEVANCE: _____

DATE LEVEL ONE RECEIVED BY IMMEDIATE SUPERVISOR: _____

A. DECISION: GRIEVANCE: ____ Sustained ____ Denied (Attach Copy)

BY WHOM: _____ DATE OF DECISION: _____

DATE LEVEL TWO RECEIVED BY ASSISTANT SUPERINTENDENT (IF FILED): _____

DATE OF HEARING: _____ DATE OF DECISION: _____

DECISION: GRIEVANCE: ____ Sustained ____ Denied (Attach Copy)

BY WHOM: _____

DATE LEVEL THREE RECEIVED BY DISTRICT SUPERINTENDENT (IF FILED): _____

DATE OF HEARING: _____ DATE OF DECISION: _____

DECISION: GRIEVANCE: ____ Sustained ____ Denied (Attach Copy)

DATE LEVEL FOUR RECEIVED BY BOARD (IF FILED) _____

IF BOARD DECLINES TO GRANT REVIEW, THE GRIEVANT IS INFORMED: _____

DATE OF HEARING: _____ DATE OF DECISION: _____

DECISION: GRIEVANCE: ____ Sustained ____ Denied (Attach Copy)

DATE LEVEL FIVE RECEIVED BY ARBITRATION (IF FILED) _____

IF BOARD DECLINES TO GRANT REVIEW, THE GRIEVANT IS INFORMED: _____

DATE OF HEARING: _____ DATE OF DECISION: _____

DECISION: GRIEVANCE: ____ Sustained ____ Denied (Attach Copy)

INSTRUCTIONS: This sheet is to be attached by the grievant to each grievance filed. Grievant should keep a copy.

**BASA
GRIEVANCE FORM**

NAME OF GRIEVANT: _____

OR GRIEVANTS: _____

DIVISION: _____ LOCATION: _____

ARTICLE OF COLLECTIVE BARGAINING AGREEMENT ALLEGED TO HAVE BEEN VIOLATED:

STATEMENTS OF THE FACTS GIVING RISE TO THE CLAIMED GRIEVANCE INCLUDING NAME OF ADMINISTRATOR INVOLVED AND DATE OF VIOLATION: (Attached additional pages if necessary.)

REDRESS SOUGHT:

WITH WHOM IS GRIEVANCE BEING FILED AT LEVEL ONE? _____

DATE FILED AT LEVEL ONE: _____

SIGNATURE OF GRIEVANT: _____

OR GRIEVANTS: _____

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