

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, 2022 - June 30, 2027

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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 and 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 ESBOCES, 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 ("ESBOCES") 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. ESBOCES will deduct membership dues from pay as designated by the Union on the basis of individually signed Deduction Authorization Cards. Such dues will be forwarded to the President and Treasurer of the Union. Unit employees who wish to withdraw their Deduction Authorization Cards for dues deductions must follow the instructions on the Dues Authorization Card.

ARTICLE II. ROLE OF THE ADMINISTRATION

ESBOCES 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.

**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 ESBOCES and the Unit. If ESBOCES 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 ESBOCES. No final agreement shall be executed with individual members of the Unit prior to ratification by the Unit.

**ARTICLE IV.
SALARIES**

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

- (1) Position levels shall be as set forth in Appendix "A."
- (2) Effective July 1, 2022, minimum base salaries shall be as follows:

Level 1	\$107,241
Level 2	\$127,648
Level 3	\$146,314
Level 4	\$158,444

- (3) Effective July 1, 2023 and for each remaining year of the Agreement, the minimum base salaries shall be increased by 2.0%.
- (4) Effective July 1, 2022, all unit members shall have their base salaries increased by \$12,000.00. This new base salary shall then be increased by an additional 2.5%.
- (5) Effective July 1, 2023, all unit members shall receive a 2.5% increase in their base salaries.
- (6) Effective July 1, 2024, all unit members shall receive a 2.5% increase in their base salaries.
- (7) Effective July 1, 2025, all unit members shall receive a 2.5% increase in their base salaries.
- (8) Effective July 1, 2026, all unit members shall receive a 2.5% increase in their base salaries.

B. Longevity.

Members are eligible for longevity increases to salary according to their years of service with ESBOCES. Longevity increases shall be paid to eligible unit members in the July or January that immediately follows the anniversary date of employment.

Effective July 1, 2022 longevity increases shall be paid as follows:

After 5 years of ESBOCES service - \$2,600
After 10 years of ESBOCES service - \$4,100
After 15 years of ESBOCES service - \$5,600
After 20 years of ESBOCES service - \$7,100
After 25 years of ESBOCES service - \$8,600
After 30 years of ESBOCES service - \$11,600

C. Promotions.

- (1) If ESBOCES 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 \$5,000 increase in base salary.
- (2) If a unit member 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 \$5,000.

D. The first time only that a unit member is granted tenure as an ESBOCES administrator by the Board, s/he shall receive a \$2,500 increase in his or her base salary. If a unit member is granted tenure as an ESBOCES administrator in another tenure area at ESBOCES, s/he shall not receive an additional \$2,500 in his or her base salary, but the initial \$2,500 tenure increase shall be included in his or her base salary in the new position. 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. ESBOCES shall provide the following health insurance benefits:

- (1) Unit members shall be eligible to receive health insurance, either individual or family, so long as they do not receive comparable coverage from another source. Comparability will be decided by the 90% rule. Unit members who lose coverage from the other source, shall be entitled to inclusion in the ESBOCES health plan effective the first day of the following month to the extent permitted by the Plan. Eligibility may be reviewed annually. It is the obligation of the employee to advise ESBOCES of any change in status. The intent is to provide bargaining unit members with health insurance coverage, but not dual coverage. Implementation of this clause shall not cause a unit member who currently receives the waiver to lose eligibility for the waiver even if he or she would otherwise be ineligible because of the 90% rule. However, if the unit member changes from a waiver to participation in a health insurance plan, the 90% rule will be applied from that date forward for that employee.

NYSHIP, Emblem Health Low Option, and East End Health Plan shall be the only health plans offered by ESBOCES to eligible unit members. All eligible unit members hired on or before December 31, 2014 shall pay 23.0% of the premium cost for individual or family coverage. Unit members hired on or after January 1, 2015 shall pay 25% of individual or family coverage.

- (2) In retirement, unit members who have at least ten (10) years of service with ESBOCES as of the date of their resignation for retirement purposes shall be eligible for health insurance into retirement at the same percentage of the individual or family health insurance premium as the unit member paid as of his/her last day of service. Unit members hired on or before June 30, 2007, who retire from ESBOCES with at least twenty (20) years of service, shall be eligible for health insurance into retirement with a retiree contribution of 15% toward either the Empire or East End Health Plan premium.
- (3) Members eligible for health insurance may elect to waive health insurance on an annual basis in the month of November each year of this

Agreement for the calendar year following the election. All unit members, whenever hired, who are eligible for health insurance and who elect to waive health insurance, shall be compensated at the rate of \$2,500 regardless of whether the member is waiving individual or family coverage. The payment for the waiver option shall be incorporated into the member's annual salary.

B. Life Insurance: ESBOCES shall make possible the acquisition of life insurance coverage, for a maximum policy of \$150,000 and the premium for such policy will be paid by the active member. Former members who elect to pay for such a policy may carry the policy into retirement and will pay the retiree premium rate.

C. Supplemental Life Insurance. With approval of the insurance company, and provided that there is no increase in the group rate as a consequence, ESBOCES shall make possible the acquisition of additional life insurance coverage under the same plan by unit members who so desire. The premium will be paid by the member.

D. ESBOCES shall pay one hundred (100%) percent of the insurance premium of a dental policy. This dental coverage is to include the employee of ESBOCES and his/her dependents.

E. A long-term disability insurance will be provided and paid for by ESBOCES, 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 90 days.

ARTICLE VI.

SICK/FAMILY SICK/PERSONAL LEAVE

A. All unit members who work a twelve (12) month year, will be entitled to fifteen(15) sick days each school year as of July 1 of that year. In the event a unit member is absent during the first fiscal week (starting July 1) or a new administrator is absent during his/her first week of employment, and is unable to provide a physician's statement indicating that the absence was medically necessitated, the unit member's sick days for that year will be reduced to thirteen (13) days.

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. Earned but unused sick leave days may be accumulated from year to year up to 200 days. Official records shall be maintained in WINCAP or its reasonable equivalent.

D. In the event of absence of an administrator or supervisor for illness in excess of three (3) consecutive working days, ESBOCES 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 ESBOCES' expense.

E. Sick days may be used when an employee's spouse or child is suffering from an illness that requires the employee's presence in the home.

F. Personal Time Off

- (1) Each unit member shall be granted two personal days with reason as per ESBOCES 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.
- (3) If the two personal days are not taken, they will be carried over and accumulated as sick days, subject to the 200-day limit.
- (4) Accrued but unused sick leave days may be converted to personal time off if authorized by the Chief Operating Officer or his or her designee in cases of extreme emergency or a critical condition affecting the unit member or member of the unit members' 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 Chief Operating 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 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 Director, Assistant Superintendent for Human Resources, and/or Chief Operating Officer. If, upon annual review, the Chief Operating Officer is dissatisfied with the record of such absences, this practice may be discontinued or modified at his/her sole discretion. Unit members shall notify their immediate supervisor in writing prior to taking time off pursuant to this provision. The parties understand and agree that an email to the supervisor shall constitute sufficient notice.

G. Unused Sick/Personal Leave Compensation.

- (1) Following accumulation of ninety (90) sick days, a member of the bargaining unit shall have the option to be compensated at the rate of

1/240th of his/her annual base salary capped at \$500, for up to fifteen (15) unused sick days. Such compensation shall be treated as Non-Elective Contributions to the individual's 403(b) account.

- (2) All days for which the employee received compensation to the individual's 403(b) non-elective account will be considered used and not reflected in individual accumulated totals. In order to be eligible for payment of up to fifteen (15) days in a school year, the unit member must be employed through June 30th and must submit a "Contract Sell-Back Days Request form" to the Assistant Superintendent for Human Resources no later than May 1 of each year.

ARTICLE VII. TEMPORARY LEAVES OF ABSENCE

Unit members will be entitled to the following temporary leaves of absence with pay each school year:

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

B. Time necessary for appearances in any legal proceedings connected with the unit member's employment with the school system except when such occurrences are the result of an illegal strike or the proceeding was initiated by the unit member against ESBOCES.

C. Absence because of childhood communicable disease traceable to contact made in school.

D. Bereavement Leave

- (1) Up to five (5) consecutive days at any one time in the event of death an unit member's immediate family member (spouse, child, parent, brother or sister) and up to three (3) consecutive days in the event of death of close relatives. A close relative is defined as an aunt, uncle, grandfather, grandmother, niece, nephew, mother-in-law, father-in-law, sister-in-law or brother-in-law. Unused bereavement leave does not accrue for future use.

- (2) If there is a delay in the wake/funeral or other form of service (*e.g.*, as a consequence of a religious requirement, an inquiry concerning the death, or transportation time of the body or of attending family members), a unit member may submit a request for delayed bereavement leave or non-consecutive days to the Human Resources Department. Delayed bereavement leave shall be defined as bereavement leave commencing more than one week after the death of an immediate family member. Delayed and non-consecutive leave shall be approved, or not, at ESBOCES' sole discretion

E. Requests for approval of personal and vacation leave shall be submitted using the agency absence request form (8004F.5). Such requests shall be submitted to the Director or his/her designee as soon as the dates of absence are known.

F. Jury Duty. Personnel who are called for jury duty will be paid in full by ESBOCES during the period of their jury service. Unit members who are called for jury service during the school year shall request alternate date(s) if original dates interfere with ESBOCES operations. Jury service will not be charged against any approvable sick leave allowance.

ARTICLE VIII. EXTENDED LEAVES OF ABSENCE

A. One (1) unit member 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.

B. A leave of absence without pay of up to two (2) years will be granted to any unit member 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 member will be considered as if actively employed by ESBOCES during the leave.

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

D. A unit member, 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. A member 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 member will be treated as if he/she worked for a period of a full semester during the school year in which the leave is taken.

E. A leave of absence without pay 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 unit member 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 a unit member was entitled at the time the leave of absence commenced, including unused accumulated sick leave, will be restored upon return and the member 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.

J. Excessing Pay -- In a situation where a unit 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 unit 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 unit 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.

ARTICLE IX. RETIREMENT LEAVE

A. Terminal Leave

(1) Application - Requests for terminal leave must be submitted to the Chief Operating 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 Chief Operating Officer. All requests must be accompanied by a written, irrevocable letter of intent to resign for retirement purposes. Administrators who become unit members on or after July 1, 1997 are ineligible for Terminal Leave regardless of their date(s) of hire except as provided in subsection (2)(b) below.

(2) Eligibility.

(a) The unit member 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 members will be compensated 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. The payment will be subject to non-elective 403(b) regulations' contribution limits.

- (b) A unit member hired from a position in the teachers' bargaining unit without service interruption, who was hired by ESBOCES as a teacher on or before June 30, 1997 is subject to the following:
 - (i) Accumulated unused sick days earned while a teacher in the teachers' unit will be frozen upon appointment to the administrative position.
 - (ii) Final Year's Salary for terminal leave purpose shall be determined by establishing the salary the unit member would have earned had he/she remained in the teachers' bargaining unit. Credit will be given for vertical movement on the ESBOCES teachers' salary schedule as if the unit member had remained in the teachers' bargaining unit.
 - (iii) Horizontal movement shall also be credited towards "Final Year's Salary" as if the unit member had remained in the teachers' bargaining unit, based on the accumulation of graduate level coursework submitted to the Department of Human Resources on official transcripts from accredited colleges/universities. Documentation must be submitted no later than 90 days prior to the member's official date of retirement, or horizontal credit will not be granted. A letter will be issued to each member confirming his/her current accumulation of horizontal credits (in-service/graduate) to be used for the baseline in their calculation. Future movement will be credited as specified in the previous paragraph.
- (3) 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 non-elective 403(b) account under the terms and restrictions of the above-mentioned retirement leave for those unit members otherwise eligible for such leave.

B. All payments under this Article shall be treated as Non-Elective Contributions to the employee's 403(b) account.

C. 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 other than the BEES-teacher's bargaining unit, 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:

A "grievance" is a claim based upon an event requiring the interpretation, meaning or application of any of the provisions of this Agreement.

Stage 1 - Immediate Supervisor (Informal Stage)

A unit member ("grievant") 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. If the grievant submits the grievance through a representative, the grievant may be present during the discussion of the grievance.

Stage 2 - Chief Operating Officer

(1) If the grievant 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 grievant 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 grievant has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Chief Operating Officer within ten (10) school days after the grievant has been informed of the determination at the informal stage.

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

(4) The Chief Operating Officer shall render a decision, in writing, to the grievant, the Grievance Committee and its representative within ten (10) school days after the conclusion of the hearing.

Stage 3 - Commissioner of Education

In the event that the grievant 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/her determination.

**ARTICLE XI.
PROTECTION**

B. Unit members 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.

C. 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.

D. Unit members 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.

E. ESBOCES agrees to save unit members harmless from any financial loss where members are required to handle ESBOCES money, unless it can be proven that the loss was willful or due to the member's negligence.

**ARTICLE XII.
PERSONAL INJURY BENEFITS**

F. Whenever a unit member 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 member 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, if the member is medically unable to return to work due to the injury described above, the Board will review any further action or extension.

G. ESBOCES 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.

H. ESBOCES 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.
ASSIGNMENTS AND CORRELATIVES**

Unit members shall be notified in writing of their salary for the coming school year. During a year in which the parties are in negotiations for a successor agreement that is about

to expire or has expired, such notice shall be given 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

I. 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.

J. Members may accumulate a maximum of ten (10) unused vacation days to carry over to the next year. A member may not carry more than the ten (10) days specified from one year to the next except in extenuating circumstances. A request for approval to carry over days in excess of ten (10), with an explanation of such extenuating circumstances, shall be submitted to the Assistant Superintendent for Human Resources and will be reviewed on a case by case basis. Approval, or not, shall be at the discretion of ESBOCES.

K. Vacation plans will be given to the Director as early in each year as conditions permit. Requests for use of vacation days require advance, written approval of the unit member's immediate supervisor. Such requests will be submitted to the member's supervising director or designee using the absence request form 8004F.5.

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

M. Unit members shall have the option to be compensated at the rate of 1/240th of their annual base salary capped at \$500, for up to ten (10) unused vacation days per year.

N. Except in extenuating circumstances, vacation time will not be approved during the two (2) days when ESBOCES August Leadership days are scheduled.

G. A unit member who feels his/her vacation request was unreasonably denied may appeal the decision by submitting a written request to the Chief Operating Officer to have the vacation request reviewed.

H. Transitional Vacation - New Administrators

(1) Vacation Days - First Partial Fiscal Year -- When a unit member is appointed by ESBOCES, 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: A unit member who starts work August 1st, receives 11 transitional days; a unit member who starts work April 4th, receives 2 transitional days; a unit member who starts work on July 1st, receives one transitional day for each full month employed 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: A unit member 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. A unit member 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 unit member shall receive the vacation entitlement as described in Section (1) above.

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

Example: A unit member who leaves ESBOCES 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

O. Unit members will be compensated for the use of their personal vehicle on ESBOCES business at the IRS rate, pursuant to ESBOCES policy and regulations.

P. Copies of this Agreement will be duplicated at ESBOCES' expense and a copy given to each active unit member.

Q. 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.

R. 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.

S. The Unit affirms that it will not strike ESBOCES or engage in concerted refusal to work.

T. All unit members shall be paid by direct electronic deposit.

ARTICLE XVI.
PROFESSIONAL PRACTICES COMMITTEE

U. 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 ESBOCES appropriate revisions or additions. The scope of the work of the Committee shall include the broad range of ESBOCES activities and responsibilities.

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

ARTICLE XVII.
TRANSFERS & VACANCIES

W. Voluntary Transfers

- (1) Unit members who desire a change in responsibility within tenure areas shall file a written statement of such desire with his/her Director and/or the Assistant Superintendent for Human Resources.
- (2) Such written statement shall include the requested school and/or program. If at the Director's discretion that specific transfer cannot be made, an alternate site can be recommended by the 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 unit member within the tenure area requesting a transfer before the selection of an external candidate.
- (4) Every unit member 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 may be resolved by petition to the Commissioner of Education in accordance with applicable law.

X. Involuntary Transfers

- (1) For involuntary transfers, in the exception of an emergency or extenuating circumstances, notification of the transfer will be made as soon as practicable, but no less than 30 days prior to the transfer effective date.
- (2) For involuntary transfers, with the exception of an emergency or extenuating circumstances, notification of the transfer will be made as soon as practicable, but no less than 30 days prior to the transfer effective date.
- (3) In the event that a unit member 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**

Y. Notice of all vacancies in promotional positions shall be sent to every ESBOCES unit member clearly setting forth a description of and the qualifications for the position, including the duties and salary.

Z. Unit members who desire to apply for such vacancies shall submit their applications, in writing, to their Director and the Assistant Superintendent for Human Resources within the time limit specified in the notice.

AA. 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.

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

CC. Each applicant for such a position who is not selected will be informed by the Director and/or the Assistant Superintendent for Human Resources.

**ARTICLE XIX.
PROFESSIONAL DEVELOPMENT**

DD. All unit members shall participate in a minimum of 30 hours of professional development as defined herein per year outside their regular duties. Unit members will log professional development hours using the agency adopted program.

EE. Mentors: Unit members assigned to be mentors, for the purpose of fulfilling NYSED requirement for administrators with initial School Building Leader (SBL) certification, shall receive \$500 per mentee per school year with a maximum of \$2,000 per school year regardless of the number of mentees assigned.

FF. There shall be two August Leadership Days per annum. In addition, all bargaining unit members shall make themselves available for up to two additional days of professional development provided by ESBOCES each year. These days will be scheduled in consultation with the Union and will not take place during the two week window after the close of special education summer school.

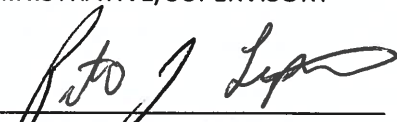
ARTICLE XX. DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2022 and shall continue in effect through June 30, 2027, 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 that following July 1, or at such other time as may be mutually agreeable to the parties.

ARTICLE XXI. TAYLOR LAW NOTICE

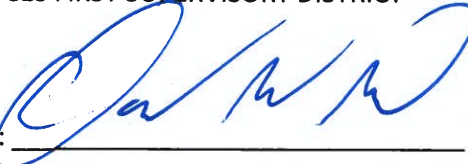
It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law, or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

EASTERN SUFFOLK BOCES
ADMINISTRATIVE/SUPERVISORY
Unit

By: 
Peter Lepore, President

Dated: 2/28/23

BOCES FIRST SUPERVISORY DISTRICT

By: 

Dated: 3/10/23

APPENDIX A ADMINISTRATIVE/SUPERVISORY UNIT LEVEL/TITLES

LEVEL 4

All Divisional Administrators (excluding the Divisional Administrator for Human Resources and the Divisional Administrator for Communications and Research, which are non-represented positions)

LEVEL 3

All Principals

All Program Administrators (excluding the Program Administrator for Human Support Services, which is a non-represented position)

LEVEL 2

All Assistant Principals

All Administrative Coordinators

LEVEL 1

All Assistant Administrative Coordinators

APPENDIX B

403(b) Non-Elective Contribution

1. **No Cash Option.** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.

2. **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 Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the Employee in the calendar year of retirement. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-Elective Contribution; and

B. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code in the calendar year of retirement.

' Explanation for TRS Categories: Under Education Law § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC § 415.

The final average salary of all other members of the TRS (i.e. all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC § 415, is more advantageous for those members."

To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit in the year of retirement, such excess shall be reallocated to the Employee the following calendar year as an Employer Non-elective Contribution.

In the event that the Non-elective Contribution made in the calendar year following retirement exceeds the Contribution Limit, the Employer agrees to pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including g the ability to receive any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non- Elective Contribution. Such contribution and excess compensation scheduled for the year following retirement are to be made no later than the 31st of January.

3. 403(b) Accounts. Employer contributions shall be deposited into the 403(b) account selected by the Employee. If the Employee does not designate a 403(b) account to receive Employer's contributions then the Employer shall deposit contributions, in the name of the employee, into any approved vendor under the Employer's written plan or hold the funds until the individual opens an account.

4. Tier I Adjustments. For Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

5. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non Elective Contributions and the amount of the participant's includible Compensation.

6. All payments due under Article IX of the CBA as amended herein shall be made as an Employer Non-elective Contribution to the 403(b) account of each covered employee in accordance with the terms and conditions of this Agreement.

7. Death Benefit Language. Should a retired member die prior to actual completion of contributions to the 403(b) account by the Employer, the Employer shall nevertheless be required to make such Employer Non-elective Contributions attributable to the Retirement Leave in Article IX of the CBA. Such

Contributions shall be made to the deceased member's 403(b) account, subject to the limitations of Code Section 415(c) as prescribed by Treasury Regulation Section 1.403(b)-4(d)(1) and (2), Example 3. If any portion of the Employer Non- elective Contribution cannot be contributed to the deceased member's 403(b) account due to the limitations of Code Section 415(c), such amount of the 403(b) contribution shall be forfeited and shall not be contributed to the 403(b) plan. However, in such event, a separate death benefit shall be paid to the estate of the deceased member as soon as practicable in an amount equal to the amount of such forfeited 403(b) contribution.

8. Hold Harmless. The 403(b) Provider shall provide the Employer with a hold harmless agreement, which shall be attached and incorporated herein by reference.

9. No Guarantee. The Employer makes no representation that the Employer Non-elective Contribution referred to herein will have any effect upon any employee's final average salary or ultimate retirement pension."

