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#### **Contract Database Metadata Elements**

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Union: **Franklin-Essex-Hamilton BOCES Administrators Association**

Local:

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Franklin-Essex-Hamilton Boces And  
Franklin-Essex-Hamilton Boces Admin

BC/ADI

**AGREEMENT**  
**BETWEEN**  
**THE FRANKLIN, ESSEX AND HAMILTON BOCES**  
**ADMINISTRATORS' ASSOCIATION**  
**AND**  
**THE CHIEF EXECUTIVE OFFICER**  
**OF THE**  
**BOARD OF COOPERATIVE EDUCATIONAL SERVICES**  
**SOLE SUPERVISORY DISTRICT**  
**FRANKLIN, ESSEX AND HAMILTON COUNTIES**

**RECEIVED**

July 1, 1995

OCT 08 2002

to

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

June 30, 2004

Compliance Statement - Title IX

The Board of Cooperative Educational Services of the Sole Supervisory District of Franklin-Essex-Hamilton Counties offers employment and educational opportunities without regard to race, creed, color, national origin, age, marital status, disability or sex.

Inquiries or complaints alleging discrimination based on race, creed, color, national origin, age, marital status, disability or sex should be directed to the BOCES Compliance Officer, Box 28, Malone, NY 12953, Telephone (518) 483-6420 in Malone OR (518) 891-1330 in Saranac Lake.

ARTICLE I  
RECOGNITION

The Board of Cooperative Educational Services, Sole Supervisory District of Franklin, Essex and Hamilton Counties (hereafter referred to as the Board) having determined that the Franklin, Essex and Hamilton BOCES Administrators' Association (hereafter referred to as the Association) is supported by a majority of the administrators in a unit composed of all non Managerial and/or Confidential administrative personnel employed by the Board and serving more than 25% of their contractual assignment in an administrative capacity as defined under Chapter II, Part 80.4 of the Regulations of the Commissioner of Education and certified as an administrator in accordance with such regulations, hereby recognizes the Association as the exclusive negotiating agent for all personnel in such unit.

Recognition shall continue in effect so long as the Association's active membership contains more than fifty percent of the employees in the negotiating unit. Such evidence of membership shall be in the form of a signed and notarized statement verifying membership support, signed designation, or dues deduction authorization.

ARTICLE II  
OPENING NEGOTIATIONS

Upon request of either party for a meeting to open negotiations, a mutually acceptable date shall be set for the first meeting, which shall be held on or before March 1 of the year in which the currently effective agreement expires. Such requests will be made by the Association President or his representative to the Chief Executive Officer or his representative, or by the Chief Executive Officer to the Association President. All issues

proposed for negotiations shall be submitted in writing by both parties at the first meeting. The second meeting and all necessary subsequent meetings shall be at times mutually agreed upon by the parties.

### ARTICLE III BENEFITS

#### A. Sick Leave

Administrators shall be entitled to 16 days of sick leave per year. Such days are to be available as of the first official day of the school year. Sick leave will be deducted in half day units for a half day absence. Unused days of sick leave may accumulate to a total of 240 days. The Chief Executive Officer reserves the right to require a doctor's certificate of inability to fulfill duties.

1. At retirement, an administrator will be entitled to \$20 for each day of accumulated sick leave.
2. An administrator who exhausts all of his/her sick leave may, in the event of extended illness, apply to the District Superintendent for additional leave. Upon the recommendation of the District Superintendent, the Board of Education will consider the request. The concept of individuality of attention will apply to any such request. The decision to grant or deny such request shall reside solely with the Board of Education.

#### B. Personal Leave

Four (4) days of leave may be utilized for personal leave each year. Personal days are not to be used as sick days. Unused personal leave may accumulate as sick leave.

1. In order to take personal leave days, an administrator need only state the leave is for personal reasons.
2. Notice of such leave must be given to the Chief Executive Officer or his designee at least one (1) day in advance except in cases of genuine emergency.
3. No personal leave days will be taken on the day immediately preceding or following a holiday or vacation period for the purpose of extending said holiday or vacation period. If the Chief Executive Officer has evidence that this provision is being violated, he may require the offending administrator to submit evidence that the leave taken was not in violation of this provision.
4. Personal leave will be deducted in half day units for a full half day absence.

C. Family Illness and Bereavement Leave

Administrators shall be granted up to and including five (5) days each year to be taken from accumulated sick leave for serious illnesses of members of the family. For purposes of this subdivision, members of the family shall include spouse, parent, parent-in-law, brother, sister, child, grandchild, grandparent or person permanently living in the home of the administrator other than a roomer, boarder or employee of the administrator. Each administrator shall be granted up to five (5) days for bereavement purposes for death in the immediate family. Such leave will not be deducted from accumulated sick leave.

D. Compensable Injury Leave

1. If an administrator is absent from school as the result of a compensable personal injury caused by an accident or assault arising out of or in the cause of his employment, he will be paid his full salary for a total of not to exceed 26 weeks.
2. No part of such absence will be charged to his annual accumulated sick leave provided Workers' Compensation is granted.
3. No obligation shall be imposed on the district to make payments under this subdivision until such time as it has received notice that the claim is not to be controverted or notice has been received that an award has been made and the time to appeal therefrom has expired; however, at the option of the administrator upon his request, he will be paid the benefits as provided in paragraph A, even though the notice of no controversy has not been received or an award has been made and the time to appeal therefrom has expired, subject to the provision of paragraph 4.
4. Nothing herein contained shall be so construed as to deprive the district of the right to reimbursement to the extent of its payments to the administrator as provided by the Workers' Compensation Law or to recover such payments from the procurer of a third party action.

ARTICLE IV  
WORK YEAR, VACATION, AND HOLIDAYS

- A. Vacation and holiday time shall be determined by the Chief Executive Officer of the BOCES in conjunction with the Administrators' Association.

ARTICLE V  
HEALTH INSURANCE

- A. The Board will contribute the full cost of the premium for the administrator and his/her family (including retired administrators) under the health insurance plan maintained by the district for all eligible employees.
- B. The Board agrees to continue the current health insurance plan. The Board may change the carrier of the health insurance plan if benefits remain equivalent or better.

ARTICLE VI  
PERSONNEL FILE

- A. No material derogatory of an administrator shall be placed in any file unless the administrator has had an opportunity to review the material. The administrator shall acknowledge that he or she has had the opportunity to review the material by affixing his or her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents of the material. The administrator will also have the right to submit a written answer to the material.



- B. An administrator shall have the right, upon request, to review the contents, with the exception of initial employment documents, of his or her personnel file and to make copies of any documents in it. An administrator shall be entitled to have a representative of the Association accompany him or her during the review. The administrator's review must take place on a working day and no more than 24 hours notice shall be required.

## ARTICLE VII

### SALARY

The annual salaries for administrators covered by this agreement shall be as follows:

	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>	<u>1998-99</u>
Carol H. Jacunski	59,220	61,350	62,350	63,850
Nancy M. Montevago	61,700	63,200	63,500	65,000
Alan M. Tessier	57,520	59,650	60,650	62,150
Gail S. Else	45,000	46,750	49,225	52,000
Linda M. Fiacco	45,000	46,750	49,225	-
Kimberly M. Hunt	45,000	46,750	49,225	52,000

ARTICLE VIII  
LEGISLATIVE ACTION

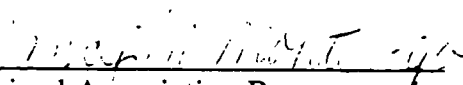
ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE IX  
DURATION OF AGREEMENT

This agreement shall become effective July 1, 1995, and shall remain in effect until June 30, 1999.

Franklin, Essex and Hamilton  
BOCES Administrators' Association

Board of Cooperative  
Educational Services  
Franklin, Essex and Hamilton Counties

By   
Authorized Association Representative

By   
Chief Executive Officer

Date \_\_\_\_\_

Date 7-1-95

**MEMORANDUM OF AGREEMENT  
 BETWEEN  
 THE FRANKLIN, ESSEX AND HAMILTON BOCES  
 ADMINISTRATORS' ASSOCIATION  
 AND  
 THE CHIEF EXECUTIVE OFFICER  
 OF THE  
 BOARD OF COOPERATIVE EDUCATIONAL SERVICES  
 SOLE SUPERVISORY DISTRICT  
 FRANKLIN, ESSEX AND HAMILTON COUNTIES**

The parties to this agreement agree as follows:

1. To modify certain provisions of their 1995-1999 collective bargaining agreement as specified below.
2. To extend their 1995-1999 collective bargaining agreement for the period of July 1, 1999 to June 30, 2001, unchanged except as specified below.
3. To adjust salaries for 1998-99 (with effective dates specified) and salaries for 1999-2000 and 2000-2001 as follows:

<u>Name</u>	<u>Title</u>	<u>1998-99 Adjusted Salary</u>	<u>1999-00 Salary</u>	<u>2000-01 Salary</u>
C. Jacunski	Dir. of Spec. Services	70,000 (Eff. 4/1/99)	74,000	74,000
N. Montevago	Dir. of Instr. Services	72,000 (Eff. 3/1/99)	75,000	77,100
G. Else	Principal	58,500 (Eff. 4/1/99)	61,500	63,600
S. Shafer	Asst. Dir. Spec. Svcs.	56,500 (Eff. 4/1/99)	59,500	61,600
J. Dexter	Principal	55,000 (Eff. 4/19/99)	55,000	57,100
Vacant	Principal		55,000	57,100
Vacant	Principal		55,000	57,100

4. This agreement will be appended to the 1995-1999 agreement.

*L. Nancy M. Montevago*  
 Authorized Association Representative

\_\_\_\_\_  
 Chief Executive Officer

3-25-99

Date

\_\_\_\_\_  
 Date

**MEMORANDUM OF AGREEMENT  
 BETWEEN  
 THE FRANKLIN, ESSEX AND HAMILTON BOCES  
 ADMINISTRATORS' ASSOCIATION  
 AND  
 THE CHIEF EXECUTIVE OFFICER  
 OF THE  
 BOARD OF COOPERATIVE EDUCATIONAL SERVICES  
 SOLE SUPERVISORY DISTRICT  
 FRANKLIN, ESSEX AND HAMILTON COUNTIES**

The parties to this agreement agree as follows:

1. To modify certain provisions of their 1995-2001 collective bargaining agreement as specified below.
2. To extend their 1995-2001 collective bargaining agreement for the period of July 1, 2001 to June 30, 2004, unchanged except as specified below.
3. Salaries for 2001-02, 2002-03 and 2003-04 as follows:

<u>Name</u>	<u>Title</u>	<u>2001-02 Salary</u>	<u>2002-03 Salary</u>	<u>2003-04 Salary</u>
N. Montevago	Dir. of Instr. Prog.	81,100	85,100	89,100
J. Dexter	Dir. Spec. Svcs.	69,000 *	73,000	77,000
M. Bish	Asst. Dir. Spec. Svcs.	59,000 *	63,000	67,000
L. Bessette	Principal	59,000	63,000	67,000
G. Camelo	Principal	61,100	65,100	69,100
E. Dubee	Principal	61,100	65,100	69,100
J. Luke	Principal	61,100	65,100	69,100

\* To be prorated based on 8/1/01 effective date

4. This agreement will be appended to the 1995-2001 agreement.

*Danny Montevago*  
 Authorized Association Representative

*David J. Schmitt*  
 Chief Executive Officer

1-24-02  
 Date

1-24-02  
 Date

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the employer representatives of the school districts which are members of the F-E-H Health Benefits Consortium and the local unions which are duly recognized as bargaining agents for the employees in the aforementioned member school districts, subject to ratification by the respective parties.

## Districts

Franklin-Essex-Hamilton BOCES  
Brushton-Moira Central  
Chateaugay Central  
Lake Placid Central  
Malone Central

St. Regis Falls Central  
Salmon River Central  
Saranac Lake Central  
Tupper Lake Central

## Unions

### Teachers:

F-E-H BOCES Teachers' Association  
Brushton-Moira Teachers' Association  
Chateaugay Chapter, NYSUT  
Lake Placid Education Association, NYSUT  
Malone Federation of Teachers  
St. Regis Falls United Teachers Association  
Salmon River Teachers Association  
Saranac Lake Teachers' Association  
Tupper Lake United Teachers

### Non-Instructional:

F-E-H BOCES CSEA  
Brushton-Moira Non-Teaching Association  
Chateaugay Central CSEA  
Lake Placid Central CSEA  
Malone Central School Unit of CSEA  
St. Regis Falls Non-Instructional Association  
Salmon River Central Unit of CSEA  
Saranac Lake Central CSEA  
Tupper Lake Central CSEA

### Administrators:

F-E-H BOCES Administrators' Association  
Malone Central Administrators' Association  
Salmon River Central Administrators & Supervisors Association  
Saranac Lake Supervisory Unit

1. The parties shall establish a governance structure which provides joint and equal representation for employers and employees effective upon signing of the Memorandum of Understanding. Such joint board will be composed of nine (9) school district representatives and nine (9) bargaining unit representatives.

The parties are currently investigating the proper legal vehicle which must be established in order to effect the intended governance structure. Once that is determined, it is the intent of the parties to take any and all necessary actions to put this joint governance structure in place. Meanwhile, a joint board will be created as defined above. Any decisions made by this joint board will come before the current Board of Directors with the understanding that said decisions shall be approved.

2. Reserves and surpluses during the initial period commencing July 1, 1996 and further referenced in item 14 will be maintained as follows:
  - A. Reserves - equal to 25% of Projected Annual Claims.
  - B. Unencumbered Surplus - 7% of Projected Premiums.

The governing board of the consortium specified in item 1 above shall determine the allocation and use of funds in excess of reserves and/or unencumbered surplus amounts/percentages. It is agreed and understood that no new benefits will be added to the plan prior to July 1, 1999 except as mandated by law.

3. The Consortium will maintain annual premiums for the 1996-97, 1997-98 and 1998-99 school years as follows, (subject to per capita entitlement calculations; see item 12E).

Single Coverage	-	\$2,280.
Family Coverage	-	6,012.
Single Over 65	-	444.
Family Over 65	-	852.

These premiums cannot be changed during the aforementioned three-year period except under extraordinary circumstances to be determined by the joint governing board or as necessitated by per capita entitlement calculations.

However, in no instance will participating districts be liable for premium increases over and above the Bureau of Labor Statistics for Northeastern United States Medical CPI for the latest 12 month period available as of March 1 in any given year, except as necessitated by per capita entitlement calculations.

4. The drug co-pay amounts and major medical deductible amounts will be:

A. Drug Co-Pay (Preferred Choice Plan, effective January 1, 1997)

Amounts

\$3.00	- Generic
\$5.00*	- Brand name, if doctor indicates "dispense as written" (DAW)
\$0.00**	- Mail order

\*1 If a generic equivalent does not exist, the generic co-pay will apply.

\*2 At the employee's option, if doctor does not indicate DAW, then the brand name is available only upon the payment of the brand name co-pay and the difference between the cost of the brand name drug and the generic drug.

\*\* All maintenance drugs must be obtained by mail order and must be the generic variety unless the prescribing doctor indicates DAW.

B. Major Medical Deductible (Effective January 1, 1997)

Amounts

\$150/\$450

5. The "triggering event" which would necessitate the governing board to act by March 1, 1999 effective on July 1, 1999 for the 1999-2000 school year and on March 1, for any school year thereafter would be a projected diminishment of reserves and surpluses below the agreed upon levels as specified in item 2 above determined by the Plan's Consultant and subject to independent verification should a majority vote of the governing body demand such, after a premium increase equivalent to the Bureau of Labor Statistics for Northeastern United States Medical CPI for the latest 12 month period available as of March 1 in any given year has been applied in any applicable plan year (school fiscal year).
6. All participating districts in the Franklin-Essex-Hamilton Health Insurance Consortium will establish a flexible spending plan pursuant to IRS Section 125 regulations which shall go into effect no later than January 1, 1997. Such plan shall be administered by a plan administrator initially agreed upon by the negotiating teams. Subsequent to adoption of such plan, the plan's operating procedures shall be determined by the governing board and any applicable IRS Regulation(s). This plan may be utilized for premium payments, dependent care, and unreimbursed medical expenses.
7. Parties ratifying this Memorandum of Understanding as outlined in item 15 hereby agree to simultaneously incorporate this Memorandum of Understanding into their respective Collective Bargaining Agreements.

8. Any "other" agreements entered into by the respective parties that are in conflict with the terms or intent of the agreement reached in this negotiation shall be amended to incorporate the terms and/or intent of said agreement as necessary and/or appropriate.
9. Any rights guaranteed to members and dependents, retirees and their dependents under the Consortium shall not be diminished or altered except as expressly stated in this Memorandum or later approved by the joint governing board.
10. Employee members of the governing board will be released from work to attend any meetings of the governing board or of its subcommittees. Meetings will be held quarterly during the school day except as otherwise agreed to by the governing board.
11. If a majority of the full governing board fails to agree on the meaning or interpretation of any of the terms of this Memorandum and/or the legal document(s) which are created to effect the joint governance structure, the issue shall be submitted to the American Arbitration Association for expedited adjudication of the dispute. The power of the arbitrator shall be limited to the resolution of the meaning and/or interpretation of specific language found in this Memorandum and/or the joint governance document(s) referenced above; and, the arbitrator shall have no power to add to, amend, or delete any of the terms of this Memorandum and/or the joint governance document(s). The decision of the arbitrator shall be final and binding on the parties to this Memorandum.
12. Dual Coverage
  - A. All existing contract language regarding dual coverage remains in effect through June 30, 1997. Effective with the signing of this memorandum, present employees may not change coverage without a change in marital status, gain/loss of dependents or other change in life circumstances affecting health insurance coverage.
  - B. Effective January 1, 1997, new hires and their spouses are restricted to one family coverage or, at their option, two individual coverages. Employee spouses choosing family coverage under this provision will both be named equally as covered employees. For actuarial purposes, claims will be aggregated according to the birthday rule and the total amount will be divided effective at the end of the school year if the spouses are employed in different school districts within the Consortium. The Consortium shall assure that claims for the employee(s), their spouses and dependents for any and all health insurance claims which would have been paid if each employee had opted for a family plan will be paid.



- C. Effective July 1, 1997, all employees and their spouses are restricted to one family coverage, or at their option, two individual coverages. Employee spouses choosing family coverage under this provision will both be named equally as covered employees. For actuarial purposes, claims will be aggregated according to the birthday rule and the total amount will be divided effective at the end of the school year if the spouses are employed in different school districts within the Consortium.

The Consortium shall assure that claims for the employee(s), their spouses and dependents for any and all health insurance claims which would have been paid if each employee had opted for a family plan will be paid.

- D. New premium rates will be computed effective July 1, 1997 based on the gain/loss of single and family coverage at a level necessary to generate a pool of money as if no change was made. Effective March 1, 1997 and on March 1st each year thereafter, a demographic comparison of the number of employees otherwise eligible for a second family coverage shall be performed. If the number of such employees has changed in comparison to the prior year, then the total pool of money may be increased or decreased accordingly as determined by the governing board. Any adjustment shall be reflected in the following year's premium rates. The freeze on rates for 97-98 and 98-99 does not apply to the redistribution of the total premium dollars. Effective July 1, 1997 and each year thereafter, the total pool of money shall be adjusted to reflect changes in per capita enrollment and all applicable premium increases.

It is agreed and understood that participating districts reserve the right to phase in the necessary premium adjustments over a two (2) year period as follows:

- Billed rates for 97-98 will reflect 50% of the impact of the new premiums.
- Billed rates for 98-99 will reflect 100% of the impact of the new premiums.

- E. The billed rates for 98-99 form the basis upon which the analysis of the plan performance and the projection for 1999-2000 will be made. That is, the maximum increase in district cost shall include any increases resulting from per capita enrollment increases and application of the Medical CPI as defined elsewhere, applied to the new higher rates.

13. Contracts with proposed third party administrators and plan consultants will be bid at the conclusion of the current contracts. The contract for prescription drug coverage will be bid immediately.

14. There shall be a moratorium on negotiations for employee health insurance contributions or health insurance benefits at the individual district tables commencing upon the ratification of this Memorandum and expiring July 1, 2002. This moratorium does not extend to any other insurance benefits, such as dental, optical, life, disability, etc.
  
15. This Memorandum of Understanding is subject to review prior to October 1, 1996 by legal representatives of both parties. In order to participate in this Memorandum of Understanding, parties must take appropriate action prior to November 1, 1996.

FOR THE UNIONS:

CSEA:

By: Charles Bird  
Charles Bird

By: Mary H. Hanna  
Mary Hanna

By: Betty J. Demers  
Betty Demers

By: Ken Lushia  
Ken Lushia

NYSUT:

By: Lynn Blais  
Lynn Blais

By: Greg Littell  
Greg Littell

By: Pamela B. Martin  
Pamela Martin

By: Deborah A. Taylor  
Deborah A. Taylor, for and on behalf of the  
NYSUT Affiliated Unions

By: Richard R. Van Wormer  
Richard R. Van Wormer, for and on behalf  
of the NYSUT Affiliated Unions

FOR THE DISTRICTS:

By: Gerald Blair  
Gerald Blair

By: Patrick Cannon  
Patrick Cannon

By: David DeSantis  
David DeSantis