MONROE 2-ORLEANS BOCES

Agreement Between the District Superintendent of Monroe 2-Orleans BOCES and Administrative Supervisory Association

July 1, 2025 - June 30, 2028

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This AGREEMENT is made and entered into by and between the Monroe 2-Orleans BOCES BOARD OF COOPERATIVE EDUCATIONAL SERVICES, (herein referred to as the Board) and the Monroe 2-Orleans BOCES Administrative Supervisory Association (herein referred to as the Association) and has, as its purpose: the promotion of harmonious relations between the Board and the Association, the establishment of an equitable and peaceful procedure for the resolution of disputes, and the establishment of pay, hours and other conditions of employment.

ARTICLE I

Strikes

1.01 By virtue of the satisfactory evidence of the Association's majority status in the negotiating unit, and the Association's affirmation herein, on behalf of itself and the members of the negotiating unit that it does not assert the right to strike, to assist or participate in any strike or impose an obligation to conduct, assert or participate in any strike against the District.

Recognition

1.02 The Board recognizes the Association, for the maximum period of time permitted by law, as the sole and exclusive negotiating representative of the negotiation unit consisting of all administratively certificated personnel, such as Executive Principals, Principals, Assistant Principals, Directors, Assistant Directors, Assistant Business Official, Supervisors and Coordinators EXCEPT those persons: the Chief Executive Officer, the Assistant Superintendents, the Director of Human Resources, the Labor Relations Administrator, the Purchasing Agent, the O&M Director, the Director of Finance, and all other employees.

Negotiations

1.03

(a) The District and the Association agree to open negotiations on a mutually acceptable meeting date six months prior to the expiration of their contract upon the request of either party. Negotiations may be opened prior to the six-month period by mutual agreement of the parties.

(b) The foregoing rules for negotiations shall apply to formal negotiations. Nothing in this Agreement shall be interpreted to prohibit or restrict informal negotiations between the District Superintendent and his/her representatives and the Monroe 2-Orleans BOCES Administrators Supervisory Association.

ARTICLE 2

Definitions

2.01 Except when this Agreement says otherwise, the following definitions apply in interpreting this Agreement:

(1) "Board" or "District" means the Monroe 2-Orleans BOCES Board of Education.

(2) "Association" means the Monroe 2-Orleans BOCES Administrative Supervisory Association.

(3) "Chief Executive Officer" and "District Superintendent" mean the District Superintendent of Schools.

(4) "Employee" means a person who is a member of the bargaining unit set forth in 1.02.

ARTICLE 3

Management Rights

3.01 Except as expressly limited by other provisions of this agreement, all of the authority, rights and responsibilities possessed by the district are retained by it, including but not limited to, the right to determine the mission, purposes, objectives and policies of the district; to determine the facilities, methods, means and number of personnel for the conduct of the district's programs; to examine, select, recruit, hire, appraise, train, retain, promote, assign or transfer employees; to direct, deploy and utilize the work force; to establish specifications for each class of positions, and to classify or reclassify, and to allocate or re-allocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law. The district retains the sole right to manage its business and services and to direct the work force, including the right to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this agreement. The district retains the complete and absolute right to subcontract any and all of its services.

Not by way of limitation of the foregoing clause, the district retains the right and responsibility, subject always to the terms of this agreement, to:

(1) Hire, discharge, transfer, suspend and discipline employees;

(2) Determine the number of employees required to be employed, laid off or discharged;
(3) Determine the qualifications for employees;
(4) Determine the starting and quitting time, and the reasonable hours to be worked by its employees;
(5) Make any and all reasonable rules and regulations;
(6) Determine the work assignments of its employees;
(7) Determine the basis for selection, retention and promotion of employees to or for occupations within the bargaining unit established by this agreement;
(8) Determine the type of equipment and the sequence of work processes;
(9) Determine to make technological alternations by revising either processes or equipment;
(10) Determine work standards and the quality and quantity of work to be produced;
(11) Establish, expand, transfer, and/or consolidate work and facilities;
(12) Transfer or subcontract work;
(13) Terminate or eliminate all or any part of its work or facilities;
(14) Request a drug/alcohol test of an employee where reasonable suspicion exists;
(15) Transfer or re-assign employees at the discretion of the district.

Monroe 2 Orleans BOCES and the Association agree to negotiate the impact on any or all positions that are directly affected by the decision to subcontract services 30 days prior to the subcontracting.

ARTICLE 4

Dues Checkoff

4.01 The District will deduct from the salary of any member of the unit who has authorized or so authorizes individually and voluntarily, in writing, the dues and fees of SAANYS and/or the appropriate local affiliate organizations of SAANYS Association and will transmit these monies to the designated representatives of SAANYS and the Association representatives where applicable. The district will remit deductions to the treasurer of the association monthly. The association will provide 30 days notice prior to any change. The deductions will be made in equal installment beginning with the first pay in July.

4.02 No deduction of dues or fees shall be made until and unless the amount of dues and fees to be deducted and any changes thereto are certified to the district by an authorized officer of the Association.

4.03 An authorization on file with the district shall be honored until and unless it has been revoked or amended pursuant to the terms and conditions of the signed authorization and by written notice received by the District from either the Association or employees.

4.04 The Association shall defend and save the District harmless against any and all claims, suits or other forms of liability that shall or may arise by reason of action taken or not taken by the District to comply with the terms of this Article or in reliance on a certification issued by the Association.

4.05 Dues deduction shall cease immediately where an employee leaves the employ at any time.

ARTICLE 5

General Provisions

5.01 The Association shall be permitted reasonable use of District facilities upon 3 days prior written request, for Association purposes only. The Association shall also be permitted to use inter-District mail or couriers for messages or mail service only.

5.02 Members of the Association's Board of Directors may be absent for the purpose of attending to Association business when designated to do so by the Superintendent at least seven (7) days in advance of the date on which the Association representative is to be absent. The District shall provide the Association with a total of ten (10) such Association business days in any one fiscal year.

5.03 Any employee of the Collective Bargaining Unit who is named as a defendant in any law suit involving any incident or act done in the course of the school day, for a recognized or sponsored school activity, or on school grounds, will notify the District and the Association, in writing, within five (5) business days of the service of any papers naming themselves personally and/or the District as defendant. Notification shall be made within five (5) business days thereafter; if it is reasonably possible to do so and not prevented by circumstances beyond the control of the individual employee.

ARTICLE 6

Salary

6.01 Effective July 1, 2025, all unit members will receive a four percent (4.0%) wage increase, on their June 30, 2025 salary.

Effective July 1, 2026, all unit members will receive a three and seventy-five hundredths percent (3.75%) wage increase, on their June 30, 2026 salary.

Effective July 1, 2027, all unit members will receive a three and seventy-five hundredths percent (3.75%) wage increase, on their June 30, 2027 salary.

6.02 Any employee whose initial starting date is prior to January 1 of the preceding contract year shall receive the full increase. Employees whose initial starting date is between January 1 and June 30 of the preceding contract year, if employed on or before the 15th of the month entitles the employee to a full month's credit toward salary calculations; initial employment after the 15th of the month entitles the employee to one-half month's credit.

6.03 All employees covered by this Agreement shall be paid a Career Increment payment based upon the number of years of service as an Administrator, with BOCES and/or with another school district.

Career Increment payments will be paid on the first payroll date immediately following the employee's anniversary date of employment. Payment will be made only once during each five years of administrative service, based on the following schedule:

Years of Service	Career Increment Bonus
Completion of 5 years	$ 750
Completion of 10 years	$1,250
Completion of 15 years	$1,750
Completion of 20 years	$2,250
Completion of 25 years	$2,750

6.04 The BOCES will deposit $1000.00 in each unit member's Section 403(b) account each year. The deposit shall be made in two separate deposits of $500.00 each, one deposit occurring on September 1 of each year, and the other occurring on March 1 of each year.

No cash or other benefit will be paid in lieu of, or as an alternative to, the employer non-elective contribution to a qualified 403(b) account provided for in this Article.

The employer non-elective contribution will be deposited into the qualifying unit member's chosen IRC 403(b) account subject to the contribution limitations set forth in Internal Revenue Code sections 403(b), 402(g) and 415.

In no event will a deposit be made to a unit member's identified IRC 403(b) account which causes the contribution to exceed the applicable contribution limitations set forth in the aforementioned Internal Revenue Code sections.

In the event that a deposit is delayed due to such IRC contribution limitations, that deposit will be made in the next taxable year in which a deposit can be made without exceeding IRC limitations; provided however, that no such deposit will be made in a taxable year which is more than five (5) taxable years following the taxable year in which the unit member became eligible to receive the employer non-elective contribution.

ARTICLE 7

Holidays

7.01 The holiday schedule for the employees in the unit covered by this Agreement shall be as follows:

Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day Following Thanksgiving Day
Christmas Day
New Year's Day
Martin Luther King, Jr. Day
President's Day
Good Friday*
Memorial Day
Juneteenth
Floating Holiday
*Based on component districts' schedules.

ARTICLE 8

Vacation

8.01 Upon the date of hire, 22 days will be available, prorated from July 1. Vacation day usage will be available immediately. On July 1 of each year thereafter, the administrator will have available 22 vacation days. After 5 years of continuous service as a twelve-month administrator, 25 days will be available.

8.02 Unused vacation days may be accumulated to a maximum of 15 days and carried over into the next fiscal year. Upon his/her retirement or resignation, unused vacation days will be paid to the administrator at the current per diem rate of $1/240^{th}$. Vacation days that are accumulated in the year of resignation or retirement will be prorated from July 1.

8.03 Vacation days may be taken at any time with the prior permission of the District Superintendent or his/her designee.

8.04 Each unit member shall have the option of seeking compensation for up to and including four (4) vacation days, at the unit member's per diem rate of 1/240th, where the vacation days would be lost due to the accrual limit.

ARTICLE 9

Sick Leave and Long-Term Disability Protection

9.01 Unit members hired prior to September 1, 2025:

An allowance with salary shall be made for personal or family absences due to illness. Each administrator will be provided a maximum of 240 sick days annually. These days are not cumulative. The District Superintendent will review, as needed, circumstances where an administrator has used atypical sick days in a given year. Based on this review and documented findings, the District Superintendent reserves the right to adjust the administrator's sick time allotment to a reasonable amount not less than 20 days.

A doctor's note is required when the absence extends beyond five consecutive days.

Unit members hired on or after September 1, 2025:

Each year the unit member shall receive twenty-four (24) sick days. These days will be pro-rated in the first year of employment based on hire date. These days may be used for personal or family illness. Unused sick days may be accumulated to a maximum of 240 days.

A doctor's note is required when the absence extends beyond five consecutive days.

Long-Term Disability

9.02 A long-term disability protection plan is provided to full-time employees at no cost. This plan provides 75% of the employee's gross annual salary minus any benefit deductions for an absence in excess of eight weeks.

The purpose of the long-term disability plan is to assist employees facing long-term illnesses, recuperation periods from surgery, serious accidents or other similar long-term absences.

The 75% long-term disability protection continues for a period not to exceed one year after the exhaustion of all accumulated sick time. The physician's written statement certifying the employee's disability is required. The physician's statement must clearly indicate the date on which the disability begins, the nature of the disability, and the anticipated date of return. Authorization for long-term disability pay will be implemented only with the submission of the proper documentation outlining the disability.

An employee without accumulated days will begin receiving 75% of his/her gross annual salary at the conclusion of the eight-week disability period; this compensation will be retroactive to the date the disability begins. The eight-week waiting period is subject to evaluation by the BOCES medical service to determine the typical time frame allowable for specific disabilities. Once the disability is approved by the medical service, the waiting period could be shortened or even eliminated altogether.

Service Increment

9.03 All unit members with 18 or more years of service to Monroe 2-Orleans BOCES who retire and receive benefits under New York State Teachers' Retirement System or New York State & Local Retirement System will receive payment for up to 200 accumulated sick leave days at $100 per day. Payment will be made within 30 days of the employee's retirement into a 403(b) account.

ARTICLE 10

Excusable Absence

10.01 **Personal Obligations**

Absence without deduction of salary may be allowed for compelling personal obligations upon the written approval from the Chief Executive Officer or his/her designee.

ARTICLE 11

Excusable Absence Days

11.01 **Bereavement Days**

Absence without deduction of salary may be allowed for death in the family and unforeseen circumstances upon written approval of the Chief Executive Officer.

11.02 **Jury Duty**

Time spent performing jury duty is not deducted from excusable absence days.

When a unit member has been selected for jury duty, this information will be relayed to the BOCES office within two (2) days after receiving notice of selection.

ARTICLE 12

Leave of Absence

12.01 **Professional Growth**

A leave of absence with full salary for purposes related to professional growth may be granted upon the recommendation of the Chief Executive Officer and approval of the Board.

An extended leave of absence without salary may be allowed upon recommendation of the Chief Executive Officer and approval of the Board.

Unpaid short-term leaves of absences of less than a full semester may be granted upon the approval of the Chief Executive Officer.

12.02 **Military Leave**

The Board shall extend all of the rights and privileges and comply in all respects with Section 242 and 243 of the Military Law.

12.03 **Child Care Leave**

Leave without pay for child care purposes will automatically be granted when in conjunction with the birth of a child or in the case of an adoption of an infant under five (5) year of age. The duration of the child care leave shall be a maximum of one year unpaid leave.

A written request for absences related to child care must be received by BOCES at least 30 days prior to the absence. This letter must state the specific time frame for the absence.

ARTICLE 13

Insurance

13.01 **Health Insurance** – Unit members hired prior to July 1, 2008

The BOCES shall pay 85% of the Blue Point 2 Value plan.

Unit members may choose to enroll in the High Deductible Health Plan (HDHP) offered by the Rochester Area School Health Plan (RASHP). The BOCES shall contribute 95% of the premium and the unit member 5% of the premium. For unit members who enroll in the HDHP Single Plan, the BOCES will annually deposit $600 into a Health Savings Account (HSA). For unit members who enroll in the HDHP Family Plan or Family No Spouse Plan or Two Person Plan, the BOCES will annually deposit $1,200 into a Health Savings Account (HSA).

BOCES HSA contribution amounts will be made monthly based on the unit member's plan enrollment date ($50/month for Single plan, $100/month for Family or Family No Spouse Plan or Two Person Plan).

So long as the Blue Point 2 Select plan is available to the BOCES, it shall be made available to eligible unit members as a buy-up from the BOCES base offering of Value.

If the Select plan becomes subject to the "Cadillac Tax", the unit member shall be responsible for the cost of the tax. The BOCES will individually notify in writing any unit member enrolled in the Select plan and subject to the tax. This notification will take place so that the unit member can utilize the open enrollment period that takes place prior to when and if the Select plan becomes subject to the Cadillac Tax. The Association

president will be provided with a list of all members enrolled in the Select plan and who are notified by the BOCES regarding the "Cadillac Tax."

13.01a **Health Insurance** – Unit members hired between July 1, 2008 – December 31, 2025:

The BOCES shall pay 80% of the Blue Point 2 Value plan.

Unit members may choose to enroll in the High Deductible Health Plan (HDHP) offered by the Rochester Area School Health Plan (RASHP). The BOCES shall contribute 95% of the premium and the unit member 5% of the premium. For unit members who enroll in the HDHP Single Plan, the BOCES will annually deposit $600 into a Health Savings Account (HSA). For unit members who enroll in the HDHP Family Plan or Family No Spouse Plan or Two Person Plan, the BOCES will annually deposit $1,200 into a Health Savings Account (HSA).

BOCES HSA contribution amounts will be made monthly based on the unit member's plan enrollment date ($50/month for Single Plan, $100/month for Family or Family No Spouse Plan or Two Person Plan).

So long as the Blue Point 2 Select plan is available to the BOCES, it shall be made available to eligible unit members as a buy-up from the BOCES base offering of Value.

If the Select plan becomes subject to the "Cadillac Tax", the unit member shall be responsible for the cost of the tax. The BOCES will individually notify in writing any unit member enrolled in the Select plan and subject to the tax. This notification will take place so that the unit member can utilize the open enrollment period that takes place prior to when and if the Select plan becomes subject to the Cadillac Tax. The Association president will be provided with a list of all members enrolled in the Select plan and who are notified by the BOCES regarding the "Cadillac Tax."

13.01b **Health Insurance** – Unit members hired on or after January 1, 2026:

The BOCES shall pay 78% of the Blue Point 2 Value plan.

Unit members may choose to enroll in the High Deductible Health Plan (HDHP) offered by the Rochester Area School Health Plan (RASHP). The BOCES shall contribute 95% of the premium and the unit member 5% of the premium. For unit members who enroll in the HDHP Single Plan, the BOCES will annually deposit $600 into a Health Savings Account (HSA). For unit members who enroll in the HDHP Family Plan or Family No

Spouse Plan or Two Person Plan, the BOCES will annually deposit $1,200 into a Health Savings Account (HSA).

BOCES HSA contribution amounts will be made monthly based on the unit member's plan enrollment date ($50/month for Single Plan, $100/month for Family or Family No Spouse Plan or Two Person Plan).

So long as the Blue Point 2 Select plan is available to the BOCES, it shall be made available to eligible unit members as a buy-up from the BOCES base offering of Value.

If the Select plan becomes subject to the "Cadillac Tax", the unit member shall be responsible for the cost of the tax. The BOCES will individually notify in writing any unit member enrolled in the Select plan and subject to the tax. This notification will take place so that the unit member can utilize the open enrollment period that takes place prior to when and if the Select plan becomes subject to the Cadillac Tax. The Association president will be provided with a list of all members enrolled in the Select plan and who are notified by the BOCES regarding the "Cadillac Tax."

13.02 **Dental Insurance**

As has been BOCES practice, the Board shall provide dental insurance equal to the Blue Cross/Blue Shield Smile Saver Dental Plan. The Board shall pay 85% of the premium and the unit member shall pay 15%.

13.03 **Vision Insurance**

As has been BOCES practice the Board shall provide vision insurance equal to the Blue Cross/Blue Shield 20/20 Vision Care Plan. The Board shall pay 85% of the premium and the unit member shall pay 15%.

13.04 **Domestic Partners**

Domestic partners of eligible unit members are eligible for health, dental and vision insurance coverage. The unit member and the unit member's domestic partner must meet the criteria outlined in the domestic partner affidavit, and complete the affidavit. A revocation form must be utilized to revoke the domestic partner's insurance coverage.

Should BOCES current insurance carrier no longer allow domestic partnership coverage, BOCES is not required to switch insurance carriers nor continue to provide insurance coverage to domestic partners.

13.05 **Retiree Benefits -** Employees hired prior to July 1, 2003

BOCES shall provide equal health, dental and vision care coverage to all unit members who have rendered seven (7) continuous years of BOCES service, or become eligible when his/her age and years of paid continuous experience with BOCES equals 70, and who retire and receive benefits under the New York State Teachers' Retirement Plan or the New York State & Local Retirement System Plan. The coverage provided shall be the same as the coverage provided to unit membership. BOCES will continue to pay the same portion of the total monthly premium for the applicable coverage as provided during the retiree's last year of employment with BOCES. Upon reaching Medicare eligibility, the unit member shall switch to the Medicare Advantage plan offered by the BOCES.

As a further provision of this plan, and provided that the unit member is eligible to receive the BOCES health benefit as a retired unit member, BOCES shall provide for the continuation of the health insurance plan for the spouse of record or domestic partner of a deceased retired employee during the life of that spouse or domestic partner or until he or she remarries or takes another domestic partner; 50% of the cost to be paid by the Board and 50% by the individual.

13.05a **Retiree Benefits** - Employees hired after July 1, 2003

For all Unit member employees hired after July 1, 2003, BOCES shall provide equal health, dental and vision care coverage to unit members who have rendered ten (10) continuous years of Administrative or Supervisory service to BOCES, and who retire and receive benefits under the New York State Teachers' Retirement Plan or the New York State & Local Retirement System Plan. The coverage provided shall be the same as the coverage provided to unit membership. BOCES will continue to pay the same portion of the total monthly premium for the applicable coverage as provided for active employees in Article 13.01 of the Administrative Supervisory Association Contract. Upon reaching Medicare eligibility, the unit member shall switch to the Medicare Advantage plan offered by the BOCES.

As a further provision of this plan, and provided that the unit member is eligible to receive the BOCES health benefit as a retired unit member, BOCES shall provide for the continuation of the health insurance plan for the spouse of record or domestic partner of a deceased retired employee during the life of that spouse or domestic partner or until he or she remarries or takes another domestic partner; 50% of the cost to be paid by the Board and 50% by the individual.

13.06 A health insurance opt-out payment shall be available if five (5) or more unit members choose not to participate in the BOCES health insurance program on a calendar year basis (January 1 – December 31), due to coverage elsewhere. Effective January 1, 2026, the opt-out payment shall be $2500.00 per year.

Unit members shall inform the BOCES annually of their intention not to participate in the BOCES health insurance plan during the BOCES open enrollment window. Newly hired unit members will be given this opportunity at the time of hire. Unit members must submit proof of health insurance coverage.

Unit members participating in the opt-out program shall receive a lump say payment (subject to applicable taxes) in December of each year. Unit members participating in the opt-out program less than a full year shall receive a pro-rata payment.

If during the year a qualifying event occurs which requires that the unit member participate in the BOCES health insurance program, the member will no longer qualify for the opt-out payment and the unit member shall be allowed to enroll in the health insurance program in accordance with the rules and regulations of the carrier. If the required number of unit members drops below the mandatory minimum of five (5) or more unit members during the calendar year, whether as a result of a qualifying event occurring which requires that unit member to participate in the BOCES health insurance program, or the unit member(s) leave the unit or are no longer employed by the BOCES, there will be no impact to the remaining members who participated in the opt-out program for the year.

ARTICLE 14

Life Insurance

14.01 A group term life insurance plan shall be provided with coverage in the following basic amounts: for all bargaining unit members, two times the basic annual earnings. The plan provides double indemnity for accidental death or triple indemnity if death occurs while traveling by common carrier. BOCES shall pay the entire cost of the plan.

14.02 Coverage continues into retirement providing the individual has seven (7) years of continuous service to BOCES. At age 66 through 69, the coverage is reduced each year by 20% of the insurance in force at age 65. At age 70, the amount of insurance continues in force but with a maximum of $10,000 until death occurs.

14.03 In addition, there is a supplemental provision whereby each person may purchase additional insurance subject to the approval of the carrier.

ARTICLE 15

Professional Workshop/Conferences and Tuition Reimbursement

15.01 Absence without deduction of salary may be allowed for attendance at professional meetings upon the written approval of the Chief Executive Officer.

15.02 Unit members seeking reimbursement for enrolling in graduate or doctoral courses related to their assigned responsibilities will be reimbursed at the SUNY graduate tuition rate in effect at the time of the reimbursement. Unit members must first obtain the written prior approval of the Assistant Superintendent for Human Resources.

ARTICLE 16

Civil Leave Duty

16.01 Any employee in the unit covered by this Agreement who is subpoenaed or summoned to appear as a witness in a court proceeding trial, arbitration or administrative hearing in which the employee is not a party in their personal capacity shall be paid the employee's normal per diem rate for time actually lost from work due to such appearance. This article does not apply to grant leave of absence with pay to any employee who is the plaintiff in a legal proceeding.

16.02 The employee shall be required to:

(1) Notify his/her immediate supervisor at least five (5) work days prior to the day the employee is required to appear in court, or as soon as possible.
(2) Provide the subpoena to his/her immediate supervisor.
(3) Cooperate with the District in requesting excuse, delay or rescheduling the time for such court appearance where the employee's absence will adversely affect the District's operation.
(4) It is understood that employees return to work on any day they are not required to be present to testify, or where testimony did not encompass a full day.

ARTICLE 17

Evaluation

17.01 Unit members subject to Education Law 3012-d and all regulations promulgated pursuant thereto shall be evaluated as proscribed under the procedures and forms submitted to and approved by the NYS Education Department.

17.02 Unit members not subject to Education Law 3012-d shall be evaluated by the District Superintendent or his/her designee annually. An evaluation committee, consisting of representatives from both the Association and Administration, shall meet regularly to develop forms, processes and procedures for evaluation of these unit members.

ARTICLE 18

Savings Clause

18.01 If any provision of this Agreement is or shall be at any time contrary to law or determined by an administrative agency or court of competent jurisdiction to be invalid, such provision shall not be applicable, performed or enforced except to the extent permitted by law, and the remainder of the agreement shall be in effect.

ARTICLE 19

Legislative Action

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

ARTICLE 20

Grievance Procedure

20.01 **Declaration of Purpose**

WHEREAS, the establishment and maintenance of a harmonious, cooperative relationship between the Board and its unit members is essential to the operation of the schools, it is

the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to the alleged grievances of unit members through procedures under which members of the recognized unit may present grievances free from coercion, interference, restrain, discrimination or reprisal.

20.02 **Definition**

(1) A grievance is a claim by any unit member or group of unit members of a violation, misinterpretation, misapplication or inequitable application of the terms of this contract.

(2) The Chief Executive Officer is the District Superintendent of the Monroe 2-Orleans BOCES.

(3) Association shall mean Monroe 2-Orleans BOCES Administrative Supervisory Association.

(4) Aggrieved Party shall mean any unit member or group of unit members filing a grievance.

(5) Party in Interest shall mean any party named in a grievance who is not the aggrieved party.

(6) Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage of grievance hereunder.

(7) Days shall mean work days.

20.03 **Procedures**

(1) All written grievances shall include the name and position of the aggrieved party, the identity of the provision of this agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party. The grievance shall be signed by the aggrieved party(ies).

(2) All decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefor. Each decision shall be promptly transmitted to the unit members and the Association files, at the discretion of the aggrieved party.

(3) If the alleged grievance directly affects two (2) or more of the unit members, it may be submitted by the Association.

(4) The Chief Executive Officer and the Association agree to facilitate any and all material and relevant documents, communications and records concerning the alleged grievance.

(5) Except as otherwise provided, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called, to testify and to call witnesses on his or her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure. Costs will be borne by the particular party requesting the service of a witness.

(6) Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents, will be developed jointly by the Chief Executive Officer and the Association. The Chief Executive Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.

(7) Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the Administration.

(8) If any provisions of this grievance procedure or any application thereof to any unit member or group of unit members in the negotiating unit shall be finally determined by any court to be 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.

(9) The existence of the procedure hereby established shall not be deemed to require any unit member to pursue the remedies here provided and shall not, in any manner impair or limit the right of any unit member to pursue any other remedies available in any other form. However, if a unit member selects any alternate procedure, established by law or the Commissioner of Education, the unit member shall be deemed to have waived his or her rights to pursue a remedy under this procedure.

20.04 **Stage 1** Immediate Supervisor

Within 30 days of the time the member knew or should have known of the acts giving rise to the alleged grievance, he/she will present a written grievance to his/her supervisor. The supervisor will hold a meeting within 10 work days of receipt of that grievance and shall render a decision within five work days of that meeting.

20.05 **Stage 2** Chief Executive Officer

(1) A unit member having a grievance will reduce the grievance to writing and present the grievance to the Chief Executive Officer within five work days of the Stage 1 decision.

(2) Within five (5) work days after receipt of the grievance, the Chief Executive Officer, or a duly authorized representative, shall hold a hearing with the unit member, and/or a representative(s).

(3) The Chief Executive Officer shall render a decision in writing to the unit member and/or representative(s) within five (5) work days after conclusion of the hearing or receipt of minutes, whichever is later.

20.06 **Stage 3** Arbitration

(1) After such hearing at Stage 2 above, if the Association is not satisfied with a decision at Stage 2, within ten (10) days after such written notice of the Stage 2 decision, the grievance may be appealed to arbitration.

(2) The Association shall notify the American Arbitration Association (AAA) and request a list of seven (7) names from which names shall be struck alternately by the Chief Executive Officer, or a designee, and the President of the Association, or a designee, until one remains, who shall be designated as the arbitrator.

- The parties agree to be bound by the American Arbitration Association (AAA) published voluntary Rules of Arbitration.

(3) The selected arbitrator will hear the matter promptly and will issue a decision not later than thirty (30) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to the arbitrator. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issue, and the arbitrator will be the final and binding on both parties.

20.07 **Time Limits**

(1) Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement, in writing.

(2) No grievance will be entertained as described below, and such grievance will be deemed waived unless a written grievance is registered at the first available stage within thirty (30) work days after the unit member knew or should have known of the act or condition on which the grievance is based.

(3) As a precondition to appeal to a further stage, the grievant/appeal must be filed within the time limit specified, otherwise the grievance will be time-barred, further appeal will be barred, and the grievance will be deemed waived and discontinued. Other time limits may be extended only by mutual written agreement. Failure by the district to respond in a timely fashion shall permit the grievant to take appeal within the time limits applicable had the district rendered its decision on the last day permitted under the applicable provision of this article.

(4) Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, the party's representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

ARTICLE 21

Final Agreement

21.01 This Agreement is subject to amendment, alteration or addition only by a subsequent written agreement between and executed by the District Superintendent and the Association by voluntary mutual consent.

ARTICLE 22

Zipper Clause

22.01 This contract incorporates the entire understanding of both parties on all issues, which have been discussed during negotiations; therefore, both parties agree that negotiations will not be re-opened on any item, whether contained herein or not, during the life of this contract, unless mutually agreed upon.

ARTICLE 23

Duration

23.01 This AGREEMENT, made and entered into by and between the District Superintendent and the Association, is effective July 1, 2025, and will continue in force and effect until midnight June 30, 2028.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the day and year first above written.

Dated this 2nd day of September, 2025.

Monroe 2-Orleans BOCES
Administrative and Supervisory Association

Gary M. Manuse
President

District Superintendent
Monroe 2-Orleans BOCES

Thomas K. Putnam, Ed.D.
District Superintendent