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AGREEMENT BETWEEN

**THE BOARD OF COOPERATIVE EDUCATIONAL
SERVICES**

**SOLE SUPERVISORY DISTRICT OF
WESTCHESTER COUNTY**

AND

**THE SOUTHERN WESTCHESTER BOCES
TEACHERS' ASSOCIATION,
ADULT LEARNING CENTER CHAPTER**

JULY 1, 2000 TO AUGUST 31, 2010

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

DEC 21 2009

ADMINISTRATION

23

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PREAMBLE

This Agreement is made and entered into on April 30, 2007 and May 10, 2007, by and between the Board of Cooperative Educational Services, Sole Supervisory District of Westchester County (hereinafter called the "Board") and the BOCES Teachers' Association, Adult Learning Center Chapter (hereinafter called the "Association") pursuant to Article 14 of the Civil Service Law.

ARTICLE I – RECOGNITION

The Board recognizes the Association as the exclusive representative of all Adult Learning Center teachers who work a minimum of six hours per week (excluding clinicians and clerical support staff) for the purpose of Article 14 of the Civil Service Law.

ARTICLE II – DUES DEDUCTION

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

Pursuant to Section 208.3 (b) of the Civil Service Law, the BOARD agrees to deduct from salary payments of all members of the bargaining unit represented by the Association who have not filed dues deduction authorizations with the BOARD an amount equivalent to the amount of dues levied by the Association and to remit the sums so deducted to the Treasurer of the Association.

The Association hereby holds the BOARD harmless for any funds deducted pursuant to this provision and hereby represents that it has instituted a lawful rebate procedure which complies with all statutory and constitutional mandates. If for any reason said rebate procedure is deemed unlawful by the appropriate agency or court, the BOARD shall no longer have an obligation to deduct agency fees until such time as the Association's rebate procedure is deemed lawful by an appropriate agency or court.

ARTICLE III – ASSOCIATION RIGHTS

A. Association Meetings:

The Association may use Board facilities for Association meetings after school hours upon making appropriate application by means of building use forms. Association meetings shall not interfere with scheduled staff meetings. The fee for use of facilities shall be waived but the charge for custodial services shall apply if custodial services are required.

B. Bulletin Board Space/Interschool Mail:

Bulletin Board space shall be provided in each BOCES school building for the purpose of displaying notices, circulars and other material relating to the proper business of the Association. The Association shall post no material that is confidential in nature or derogatory to the school system. The bulletin boards used for this purpose may be the same ones provided for use by the BOCES Teachers' Association. BOCES will agree to provide access to the existing interschool mail system if it is determined that there is no extra cost to the BOCES.

ARTICLE IV – PERSONNEL FILES

- A. The Board shall maintain the Adult Learning Center teachers' personnel files.**
- B. Any negative material shall not be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material.**
- C. The teacher shall acknowledge that he/she has had an opportunity to review the material by affixing his/her signature to the file copy with the express understanding that such signature does not indicate agreement with the content of the material.**
- D. The teacher shall also have the right to submit a written response to such material. The response shall be reviewed by the District Superintendent/designee and attached to the file copy.**
- E. Upon reasonable notice, a teacher shall have the right to review his/her personnel file in the presence of the Assistant Superintendent for Human Resources/designee, and to make a copy, reproduced at 10 cents per copy, of any file document. Confidential pre-employment materials shall be removed from the file prior to review. If desired, the teacher may be accompanied by an Association representative during such review.**

ARTICLE V – PREPARATION TIME

- A. Each teacher shall have 30 minutes of preparation time for each three-hour class for which he/she is regularly scheduled. This will also apply for those classes scheduled by BOCES for two to three hours. Additional preparation time may be given with the approval of the supervisor. All schedules will be approved by the supervisor.
- B. Effective September 1, 2007 this Article shall cease to be effective and shall not be applicable to members of the bargaining unit any longer.

ARTICLE VI – COMPENSATION

A. Salary Schedules:

- 1. The hourly rate schedule for the period July 1, 2000 to August 31, 2006 is attached hereto as Appendix "A". The hourly rate schedule for September 1, 2006 to August 31, 2007 is attached hereto as Appendix "B". The hourly rate schedule for the period September 1, 2007 to August 31, 2008 is attached hereto as Appendix "C". The hourly rate schedule for the period September 1, 2008 to August 31, 2009 is attached hereto as Exhibit "D." The hourly rate schedule for the period of September 1, 2009 to August 31, 2010 is attached hereto as Exhibit "E".
- 2. Persons selected to function as lead teachers shall carry out responsibilities as developed by BOCES and shall receive an annual stipend for performing such responsibilities as follows:

Lead Teacher I	\$750 per year
Lead Teacher II	\$500 per year

B. Closings:

Teachers will receive payment for the number of hours that they were scheduled to work for those days or evenings when BOCES classes are officially cancelled by BOCES or the host facility for whatever reason upon condition that no teacher receives payment for any more than three (3) such days.

C. Curriculum Work/Staff Development:

Each teacher shall be compensated at his/her current base hourly rate of any curriculum work/projects/staff development, which is approved in advance and authorized by the supervisor, excluding Strategic Planning.

D. Substitute Assignments:

Unit members who substitute will be paid for a full class period.

ARTICLE VII – LEAVES OF ABSENCE

A. Sick Days:

After two (2) consecutive years of employment, three days for sick leave per year shall be granted to teachers who are regularly scheduled to work seventeen (17) hours or more per week during the school year (September through June), cumulative to 20 days. "Day" shall be defined as the hours the teacher would regularly work.

B. Personal Days:

Teachers who are regularly scheduled to work for seventeen (17) hours or more per week during the school year (September through June) will have one paid personal business day per year available to them. This day shall be non-cumulative

C. Jury Duty:

Teachers shall be paid in full for the period of time that they serve on jury duty provided that any teacher who serves on jury duty shall refund to the Board all remuneration received for such service excepting the transportation and lunch allowance. A teacher shall notify his or her supervisor on the first workday after the teacher has received notice of jury duty.

D. Bereavement:

Up to five days of bereavement leave will be granted, upon approval of the supervisor, for the death of a spouse, parents, parents-in-law, siblings or children.

E. Unpaid Leaves of Absence:

Unpaid leaves of absence shall be considered by the Board in accordance with the regulations of the Family and Medical Leave Act.

ARTICLE VIII – WORKING CONDITIONS

A. Teachers may be employed in various BOCES adult programs under the supervision of different administrators based upon program need.

B. BOCES shall establish a system to be utilized for the reporting of absences and securing substitutes.

C. Teachers may participate in the infectious disease protection program available to other BOCES staff who have been identified for inclusion. The identified positions will be shared with the unit president.

- D. All teachers assigned to teach at the jail shall be assigned three (3) hour classes upon full ratification of this Agreement.

ARTICLE IX – NOTIFICATION OF ASSIGNMENTS

The Board will endeavor to provide tentative notice of assignments for the following school year by no later than August 15. It is understood that this notice will be tentative and will be finalized pending review of program considerations, including but not limited to funding and enrollment.

ARTICLE X – LAYOFF PROCEDURES

If the Board must reduce the work force, then layoff shall be inverse order of seniority. For this purpose, seniority shall be defined as total years of service to Southern Westchester BOCES within BOCES identified seniority bands. If the Board must reduce hours of existing staff, then the hours shall be reduced from within the BOCES identified seniority bands.

ARTICLE XI – DISCIPLINE PROCESS

- A. Any unit member who has been employed for four consecutive years and who is to be terminated due to unsatisfactory performance, shall be notified 30 days prior to termination.
- B. Any unit member, regardless of length of service, may be terminated at any time due to misconduct.
- C. When an administrator meets with a unit member to discuss work performance, which may lead to disciplinary action or discharge, the unit member shall have the right of Union representation. However, this shall not apply when the purpose of the meeting is solely to review a performance evaluation, whether positive or negative.

ARTICLE XII – GRIEVANCE PROCEDURE

- A. Declaration of Policy: It is the declared purpose of these procedures to provide a means for orderly settlement of differences between the parties promptly and fairly as they arise. Parties will make a sincere and determined effort to resolve all grievances in an informal way and at the earliest level possible.
- B. Definitions
 - 1. "Grievant" shall mean any aggrieved member of the unit or group of members of the unit similarly affected or the Association.

2. **"Grievance" shall mean any claimed violation of the terms of this Agreement, provided however that the term shall not include any matter involving the dismissal of a teacher.**
3. **"Supervisor" shall mean:**
 - a) **the immediate supervisor; or**
 - b) **the Director of the Center responsible for the supervision of the program.**
4. **"Days" shall mean days when school is in session.**

C. Basic Principles

1. **At all stages of this procedure, the teacher shall have the right to be represented by a person or persons of his or her own choice.**
2. **All hearings shall be confidential.**
3. **Hearings shall be held after the workday, except by mutual agreement of the parties.**
4. **Forms for filing grievances shall be developed by the parties. The Board shall have the responsibility of having copies of such forms duplicated and available.**
5. **The parties agree to facilitate the investigation of any grievance by making available material and relevant documents concerning the alleged grievance.**
6. **A teacher shall have the right to present his or her grievance free from interference, coercion, restraint, discrimination or reprisal.**
7. **Failure to present a grievance within 10 days after the act-giving rise to the grievance or failure to proceed to the next step within the prescribed time limits shall be deemed a waiver of the grievance and the grievance shall abate. If the administration and/or the Board shall fail to comply with the required time limits, the grievant may proceed to the next step.**

D. Level I – Supervisor

1. **Within 10 days of the action complained of, a grievant may present his or her grievance in writing to the supervisor on a mutually agreed upon form. The statement of grievance must set forth the specific act or acts complained of, the identity of the person responsible for the act or acts if known, a general statement of the nature of the grievance, the specific clause or clauses of this Agreement alleged to have been violated, and the redress sought.**

2. Within 10 days after receipt of the grievance, the supervisor shall hold a meeting with the grievant and his or her representative. The Supervisor shall render a decision in writing setting forth the reasons for the decision no later than five days after such meeting.

E. Level II – Superintendent of Schools/Designee

1. If the grievance is not satisfactorily resolved at Level I, within five days after the decision of the supervisor, the grievant may file an appeal in writing with the Superintendent of Schools.
2. Within 10 days after receipt of the appeal, the Superintendent or his designee shall hold a hearing at which the grievant and his or her representative shall be present.
3. Within 10 days after the conclusion of the hearing, the Superintendent or his designee shall render a decision in writing, setting forth the reasons for the decision, to the grievant and the Association.

F. Level III – Arbitration

1. If the grievance is not satisfactorily resolved at Level II, within 10 days after the decision of the Superintendent the grievant or the Association may submit the grievance to arbitration, with the selection of the arbitrator and the proceedings to be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association.
2. The arbitrator shall have no authority or power to make any decision which requires the commission of an act prohibited by law, or which is contrary to or inconsistent with the express terms of this Agreement.
3. The decision of the arbitrator shall be binding.
4. The arbitrator's charges shall be shared equally by the Board and the Association.

ARTICLE XIII – SECTION 125 PLAN

Unit members may participate in the Southern Westchester BOCES Section 125 Plan.

ARTICLE XIV – NO STRIKE PLEDGE

The Association agrees that neither it nor the employees it represents shall engage in any strike. The Association further agrees that neither it nor the employees it represents shall cause, instigate, encourage, participate in or condone any strike.

ARTICLE XV – BOARD RIGHTS

Notwithstanding the references contained herein, nothing in this Agreement shall be construed to limit the BOCES in any way in the exercise of its power to plan, determine, direct and control the nature and extent of its operations; the number, size and location of its facilities; to introduce any new or improved methods, procedures, policies or facilities; to direct and control its working force; or to determine the number of employees it deems essential to fill the various jobs and assignments required or who among such employees shall undertake such jobs and assignments.

ARTICLE XVI – LEGISLATIVE ACTION

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

ARTICLE XVII – DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2000, except as otherwise provided herein, and shall remain in full force and effect until August 31, 2010.

If the Association or the Board wishes to submit proposals for a successor agreement it shall do so no later than March 1, 2010.

For the Southern Westchester BOCES

For the Southern Westchester
BOCES Teachers' Association
Adult Learning Center Chapter

Donald L. Small

Charles A. Parascio

9/25/07

10/2/07

Date

Date

Appendix A

July 1, 2000 to August 31, 2006

Step	Hourly Rate
1	24.00
2	25.00
3	26.00
4	27.00
5	28.00
6	29.00
7	30.00
8	31.00
9	32.00
10	33.00
11	34.00
12	35.00

Appendix B

September 1, 2006 to August 31, 2007

Step	Hourly Rate
1	24.00
2	25.00
3	26.00
4	27.00
5	28.00
6	29.00
7	30.00
8	31.00
9	32.00
10	33.00
11	34.00
12	35.00
13	36.00

Appendix C

September 1, 2007 to August 31, 2008

Step	Hourly Rate
1	28.60
2	29.77
3	30.93
4	32.10
5	33.27
6	34.43
7	35.60
8	36.77
9	37.93
10	39.10
11	40.27
12	41.43
13	42.60

Appendix D

September 1, 2008 to August 31, 2009

Step	Hourly Rate
1	29.20
2	30.37
3	31.53
4	32.70
5	33.87
6	35.03
7	36.20
8	37.37
9	38.53
10	39.70
11	40.87
12	42.03
13	43.20

Appendix E

September 1, 2009 to August 31, 2010

Step	Hourly Rate
1	29.80
2	30.97
3	32.13
4	33.30
5	34.47
6	35.63
7	36.80
8	37.97
9	39.13
10	40.30
11	41.47
12	42.63
13	43.80

