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#### Contract Database Metadata Elements

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TA/6642

# QUESTAR III

THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES

OF

RENSSELAER, COLUMBIA AND GREENE COUNTIES

AND

THE RENSSELAER, COLUMBIA AND GREENE COUNTIES

BOCES TEACHERS' ASSOCIATION

JULY 1, 2003 --- JUNE 30, 2007

**RECEIVED**

NOV 29 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

Total Employees  
= 198

## TABLE OF CONTENTS

	Page
Article 1 Preamble	1
Article 2 Recognition	1
Article 3 Definitions	2
Article 4 Association Rights	2
Article 5 Negotiation Procedures	5
Article 6 Salary	6
Article 7 Insurance	8
Article 8 Payroll Deductions	11
Article 9 Leave	11
Article 10 Employee Rights	16
Article 11 Teaching Conditions	19
Article 12 Formal Performance Reviews and Observations	25
Article 13 Association Agency Liaison	28
Article 14 Labor Management Cooperation	28
Article 15 Grievance Procedure	29
Article 16 Reduction in Force	31
Article 17 Severability	32

Article 18	Conclusion of Negotiations	32
Article 19	General Provisions	32
Article 20	Term of Agreement	33
Article 21	Approval of the Legislative Body	34
Appendix A	Payroll Deduction Authorization	35
Appendix B-1	2003-2004 Salary Schedule	36
Appendix B-2	2004-2005 Salary Schedule	37
Appendix B-3	2005-2006 Salary Schedule	38
Appendix B-4	2006-2007 Salary Schedule-Certified Teachers	39
Appendix C	Sick Leave Contribution Form	40
Appendix D	Application for Sick Leave From Sick Leave Bank	41
Appendix E	Grievance Form	42

**AGREEMENT, made as of July 1, 2003, between Questar III, the Board of Cooperative Educational Services of Rensselaer, Columbia and Greene Counties and the Rensselaer, Columbia and Greene Counties BOCES Teachers' Association.**

**ARTICLE 1 - PREAMBLE**

- 1.1 The Agency and Association recognize that they have a mutual goal -- that of ensuring the achievement of the educational objectives of the students served through Agency programs.
- 1.2 The parties to this Agreement have negotiated pursuant to the provisions of the Taylor Law with respect to the terms and conditions of employment of employees, with the intent of ensuring equitable treatment of employees, and it is their mutual purpose to confirm those terms and conditions of employment through this Agreement.

**ARTICLE 2- RECOGNITION**

- 2.1 The Agency has recognized the Association as the exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment of full and part-time employees serving in the following positions: teachers, psychologists, speech therapists, social workers, vocational counselors, guidance counselors, training specialists, occupational therapists, crisis intervention specialists, physical therapists and school nurse practitioners.
- 2.2 In the event that a professional position is created by the Agency, the Agency and the Association shall meet to determine whether or not such position shall be included in the unit. In the event that they are unable to agree, the matter shall be submitted to the Public Employee Relations Board for determination. The Agency shall advise the Association of the titles of all positions created during the preceding three months.
- 2.3 The Association shall have unchallenged representation status for the maximum period permitted by law on the date of the execution of this Agreement.

### **ARTICLE 3- DEFINITIONS**

3.1 As used in this Agreement:

- A. "Agency" shall mean Questar III, the Board of Cooperative Educational Services of Rensselaer, Columbia and Greene Counties.
- B. "Association" shall mean the Rensselaer, Columbia and Greene Counties BOCES Teachers' Association.
- C. "Board" shall mean the Board of the Agency.
- D. "Employee" or "employees" shall mean only employees serving in positions in the negotiating unit defined in section 2.1.
- E. "Chief Executive Officer" or "Executive Officer" shall mean the District Superintendent of the Agency.
- F. "Liaison Committee" shall mean the committee established pursuant to Article 13 of this Agreement.
- G. "President" shall mean the President of the Association.
- H. "Taylor Law" shall mean the Public Employees' Fair Employment Act, Article 14 of the Civil Service Law.

### **ARTICLE 4- ASSOCIATION RIGHTS**

#### **4.1 Notice of Meetings**

The Executive Office shall mail to the President notice of all regular and special meetings of the Agency's Board at the same time notice of such meetings is given to the members of the Board. A copy of the agenda for such meeting shall be mailed to the President at the same time that copies are furnished to the members of the Board. The Executive Officer shall make available to the President a copy of the approved minutes of each such Board meeting at the same time that copies are furnished to the members of the Board.

#### **4.2 Association Meetings**

The Association may hold specific meetings in buildings solely controlled by the Agency

provided that (a) the Association agrees to reimburse the Agency for any additional expense incurred in the furnishing of such space; (b) request the use of such space is made at least two weeks in advance; and (c) such meetings do not interfere with regular school programs, the use for which the Agency may require the premises or conflict with rights previously granted other parties. The Executive Officer shall respond to any request from the Association for such use of space within three days.

#### 4.3 Mailbox

The Association shall be assigned a mailbox at 10 Empire State Boulevard, Castleton, New York 12033.

#### 4.4 Intra-District Mail

Subject to the availability of delivery facilities, intra-district mail services shall be made available to the Association on the scheduled days of pickup and delivery.

#### 4.5. Equipment

Subject to (a) availability of equipment and (b) payment of the charges in the schedule of charges to be promulgated by the Agency, the Association may use the reproducing equipment of the Agency for the purpose of reproducing notices of meeting or other notices required for the conduct of union business.

#### 4.6 Dues Check Off

The Agency shall deduct from the salaries of employees, who are members of the Association who request such deduction in writing, the amount of membership dues currently certified by the Association as its dues. The Association shall certify to the Agency between September 1st and September 15th of each school year the amount of its membership dues and those employees on whose behalf deductions should be made. Such deduction shall be made in equal installments beginning with the second payroll period in September. The Agency shall remit the total amount so deducted within five working days of each payroll date. The form of the Association's current dues deduction authorization is attached hereto as Appendix A.

#### 4.7 Service Fee

A. The Association warrants that it has established and maintains and will continue to maintain a refund procedure as required by section 208(3)(b) of the Civil Service Law and that such procedure complies in all respects with the provisions of that section.

B. The Agency shall deduct from the salary of each employee who is not a member of

the Association a service fee equivalent to the per capita dues the Association levies upon its members. Such fee shall be deducted in the same manner as payroll deduction dues and shall be remitted promptly to the Association unless the Association has certified, in writing, to the Agency by September 15 of each school year that the nonmember has paid the fee directly to the Association.

C. In the event an action or proceeding is commenced in a court of competent jurisdiction or before an administrative agency regarding such fee, the Association agrees to provide counsel and to indemnify and save harmless the Agency from and against the cost of such action or proceeding, and other expenses in connection with such litigation or proceeding and to pay any judgment entered against the Agency in any such action or proceeding and to defray the costs of complying with any interim order or final judgment that may be entered therein. Such costs of compliance shall include the cost of recomputation of the salaries or employees and any interest ordered on any such judgment.

#### 4.8 Orientation Meeting

The Association shall have the right to make a presentation at the annual orientation meeting of all Agency personnel.

#### 4.9 Staff Development Day

The Agency will advise the Association as soon as tentative plans for a staff development day have been approved. The Association will have the right, upon request, in writing, to the Executive Officer, to be consulted in the planning for such a conference.

#### 4.10 Grievances

The Association shall designate each year, in writing, prior to September 15, those members of the Association who are responsible for the investigation and processing of filed grievances on behalf of the Association. The President shall notify the Executive Officer promptly in the event it becomes necessary to replace a member so designated during the school year. The members of the Association so designated shall be entitled to reasonable and necessary employee organization leave without charge to other leave credits for such investigation or processing of grievances as cannot be conducted during the normal school day.

#### 4.11 Association Leave

The President of the Association or his or her designee shall be granted, in each year of this Agreement, up to five days of paid leave, without charge to other leave credits, for the purpose of conducting Association business. For the term of this Agreement only such number of days is increased to ten.



#### 4.12 Annual Convention

The President of and/or other delegates authorized by the bylaws of the New York State United Teachers from the Association shall be granted employee organization leave without charge to other leave credits each year to attend the regularly scheduled annual convention of the New York State United Teachers, AFL-CIO.

#### 4.13 List of Employees

At least quarterly during the school year, the Agency shall provide to the Association a list, including mailing addresses, of new employees who were hired since the last report.

#### 4.14 Teachers' Retirement System

The Agency and the Association each shall bear one-half of the reasonable and necessary expenses, up to a maximum of \$125, of sending a delegate to the annual election of the New York State Teachers' Retirement System.

#### 4.15 EAP

An Employee Assistance Program will be provided. The Agency shall pay the costs of the Program.

### **ARTICLE 5- NEGOTIATION PROCEDURES**

5.1 Prior to January 15 of the last year of this Agreement, either party may request the commencement of negotiations with a view towards an agreement to succeed this Agreement.

5.2 The Agency shall make available to the Association for use in such negotiations upon written request therefore materials which the Agency is required to maintain and make public pursuant to the provisions of the Freedom of Information Law.

5.3 Unless mutually agreed, all negotiations shall be conducted at other than during normal school hours.

5.4 The Association shall cause to be delivered to each employee a copy of this Agreement. The Association shall further deliver to the Chief Executive Officer a sufficient number of copies for his or her use and to provide a copy of the Agreement to each employee initially appointed

on or after the date of such delivery.

5.5 The Association shall arrange for the reproduction of 410 copies of this Agreement which shall be distributed as follows:

- 300 - to employees.
- 50 - to the Executive Officer
- 60 - to the Association

The cost of reproducing such copies shall be divided equally between the Agency and the Association.

## **ARTICLE 6-SALARY**

### **6.1 Salary**

- A. The salary schedule effective July 1, 2003 is attached hereto as Appendix B-1.
- B. The salary schedule effective July 1, 2004 is attached hereto as Appendix B-2.
- C. The salary schedule effective July 1, 2005 is attached hereto as Appendix B-3.
- D. The salary schedule effective July 1, 2006 is attached hereto as Appendix B-4.

### **6.2 Return from Leave**

An employee who has been employed by the Agency from the commencement of the school year until at least January 1 and who thereafter is on authorized leave pursuant to sections 9.8, 9.11, 9.12 or 9.13 shall, upon his or her return from leave, receive credit for service for salary purposes, if any, as if he or she had been employed by the Agency for that entire school year.

### **6.3 Early Retirement Incentive**

A. An employee, having served at least ten years with the Agency who retires during the term of this Agreement pursuant to the rules and regulations of the New York State Teachers' Retirement System or the New York State and Local Employees Retirement System during the first three years of retirement eligibility without penalty, shall receive \$15,000 minus \$40.00 multiplied by the difference between the number of days of sick leave he or she has

accumulated and 170 days provided such employee had 180 days or more of accumulated sick leave at the commencement of the last year of his or her employment prior to retirement. *For example an employee who had 180 days in the last year of his employment prior to retirement and retires with 160 sick days accumulated shall receive \$15,000 minus \$400 (\$40 times 10 days).*

B. An employee having served at least 10 years with the Agency who retires during the term of this Agreement pursuant to the rules and regulations of the New York State Teachers Retirement System or the New York State and Local Employees Retirement System during the first three years of retirement eligibility without penalty with less than 180 days of sick leave accumulated shall receive \$15,000 minus \$40 multiplied by the difference between the number of days of sick leave he or she has accumulated and 180. *For example and employee who retires with 150 sick days accumulated shall receive \$15,000 minus \$1200 (\$40 times 30 days). An employee who retires with 100 days accumulated shall receive \$15,000 minus \$3200 (\$40 times 80 days).*

C. Such sum will be paid within 30 days following such retirement.

6.4 A. Employees serving in the following positions shall receive in addition to the compensation provided in section 6.1, an annual salary differential of \$1500:

Guidance Counselor  
Social Worker  
Psychologist  
Speech Language Pathologist

B. A teacher who has received National Board Certification shall receive an annual stipend of \$1500.

#### 6.5 Food Trades Instructor

- A. The coordinator of the Agency's annual meeting and dinner and its culinary arts instructors who work in such event will be paid \$350 each for the coordination and preparation of the event.
- B. Culinary arts teachers shall receive an additional \$1,000 per year for the preparation of special meals.

#### 6.6 Extracurricular Activities

A. The following additional compensation shall be paid to employees who perform the duties of the following assignments:

Skills USA Advisor (maximum of 2 advisors per education center) = \$1,500 for each center.

B. Chaperones authorized to attend overnight trips, in addition to the primary advisor(s), will be compensated daily at the prevailing substitute rate.

## **ARTICLE 7- INSURANCE**

7.1 Eligibility for Benefits: An employee who is employed half time or more shall be entitled to receive the benefits provided by this article pro rata, provided, however, that teachers who are employed for the full school day in a facility shall be deemed to work full time as based upon the full school day in the facility in which he or she is assigned.

### **7.2. 7.2 Indemnity Plan.**

A. During the term of this Agreement and until June 29, 2006 the Agency will continue to offer the Blue Shield Par Plus Indemnity Plan (Traditional Plan 907) to employees, existing retirees and employees who retire prior to June 30, 2006, who were employees immediately prior to retirement.

a. In the period from July 1, 2003 to June 30, 2004 the Agency will pay 100% of the full cost of premiums for individual coverage and 96% of the premiums for 2-person and family coverage of employees who elect to participate in that program.

b. In the period from July 1, 2004 to June 30, 2005 the Agency will pay 94% of the full cost of premiums for individual, 2-person and family coverage of employees who elect to participate in that program.

c. In the period from July 1, 2005 to June 29, 2006 the Agency will pay 92.5% of the full cost of premiums for individual, 2-person and family coverage of employees who elect to participate in that program.

B. Effective June 29, 2006, participation in the Blue Shield Par Plus Indemnity Plan (Traditional Plan 907) will be discontinued for employees and all retirees.

7.3 A. During the term of this Agreement, the Agency will continue to pay:

1. the full cost of individual Dental Insurance under a plan provided by Blue Cross/Blue Shield (Basic Plan plus Rider A) which reimburses 80% of the cost of dental expenses, or

2. \$100 under a plan which reimburses 100% of the cost of dental expense, or

3. a mutually agreeable plan and percentage.

B. The Agency shall notify the Association by November of the rate established by Blue Cross/Blue Shield for the next year commencing December 1. The Association shall notify the Agency, in writing, within 10 working days following notification of such rate by the Agency, which plan it has selected for the following school year. In the event the Association elects the 100% plan, participating employees shall be required to pay any additional cost of individual coverage in excess of the Agency's contribution and, in any event, participating employees shall pay any additional premium for family coverage.

7.4 Effective July 1, 1999 the Agency will arrange for a Blue Cross/Blue Shield (Basic Plan plus Rider A) family dental option which will be made available to an employee who chooses to pay the entire additional cost of the differential in premium, provided a minimum of 15 employees participate in such option.

7.5 The deductible for the Health Insurance Plan is \$100/year for individuals, \$200/year for 2 persons, and \$300/year for the family plan.

7.6 The Executive Officer will create a committee made up of representatives of the organization's bargaining units and other employees to review health insurance issues.

7.7 PPO. Plan. Effective July 1, 2004 or within 60 days of the execution of this Agreement, whichever is later, the Agency shall offer the Traditional Blue PPO Plan (formerly known as Secure Blue Preferred PPO) with a 60 day in-patient/60 day outpatient visits psychiatric rider and with a \$5/\$10 copay for prescription drug coverage (\$10/\$20 copay mail order) to employees and existing retirees who were employees immediately prior to retirement. The Agency will pay 95% of the full cost of premiums for individual, 2-person and family coverage of employees who elect to participate in that program.

7.8 HMOs.

a. The Agency will continue to offer the CDPHP Premier 10 Plan as renamed CDPHP AvidCare 10 Plan as an option available to employees and retirees who were employees immediately prior to retirement.

b. The Agency will continue to offer the MVP A+ (CoPlan 2/20) as an option available to employees and retirees who were employees immediately prior to retirement.

c. Effective July 1, 2003 to June 30, 2004 the Agency will pay 100% of the cost of premiums for individual coverage and 96% of the cost of premiums for 2-person or family coverage. Effective July 1, 2004, the Agency will pay 95% of the full cost of premiums for individual, 2-person and family coverage of employees who elect to participate in this PPO Plan.

7.9 Health Insurance in Retirement. Employees with 10 or more years of continuous service with the Agency who retire pursuant to the rules and regulations of the Teachers' Retirement System or the State and Local Employees' Retirement System on and after July 1, 2003 shall have the option of continuing the health insurance plan and coverage in which they participated and shall pay the percentage of employee share of premium pursuant to this Article that the employee paid immediately prior to the employee's retirement during the term of one's retirement. Such an employee may change during an open enrollment period to another plan or other level of coverage offered provided such employee pays any increase in cost to the Agency for such other plan or coverage. Effective July 1, 2008, only employees with 15 or more years of continuous service with the Agency will be entitled to receive this benefit. In determining "continuous" service breaks in service of one year or less which have occurred as the result of a reduction in force shall not be considered. Any individual who retired prior to the effective date of this Agreement shall not be affected by or subject to any increases in percentage of contributions towards health insurance made under this Agreement beyond the percentage of contribution made at the time of such retirement.

7.10 Declination, Withdrawal or Reduction in Coverage of Health Insurance

A. An employee who has alternate health insurance coverage from an employer other than the Agency, shall have the option of withdrawing from or declining participation in such plan, or reducing coverage from family or two-person to individual coverage, and shall execute any and all documents necessary to effect such withdrawal, declination or reduction. In the event of such withdrawal, declination or reduction, the Agency shall pay to such employee on or about September 1, or within 30 days if such event occurs during the school year, the following sums, based upon the benefits the employee received immediately prior to such declination, withdrawal or reduction:

Family Coverage	\$ 1,250
Individual Coverage	\$ 500
Reduction in Coverage	\$ 500

In the event of a withdrawal or reduction other than at the beginning of the school year, the payment shall be pro-rated, on a 10- or 12-month basis depending upon the work obligation of the individual employee. In the event an employee who has received the benefit provided by this Section leaves before the end of the school year or 12-month period for 12-month employees he or she shall refund to the

Agency the pro rata portion of the benefit for the part of the year the employee was no longer employed.

B. In case of such withdrawal or declination, the Agency shall no longer be required to contribute towards the cost of such insurance for the balance of the school year or 12- month period as the case may be. An employee, having withdrawn or declined coverage, may rejoin the plan if he or she loses such alternate health insurance coverage (a) in accordance with the rules, regulations and procedures of the Agency's insurance carrier (i.e. open periods) and (b) after having repaid the prorated portion of sums received attributable to the balance of the school year.

C. In case of reduction in the level of coverage, the Agency shall no longer be required to contribute towards the cost of the higher level of coverage for the balance of the school year or 12-month period as the case may be. An employee who has reduced coverage may increase their level of coverage (a) in accordance with the rules, regulations and procedures of the Agency's insurance carrier (i.e. open periods) and (b) after having repaid the prorated portion of sums received attributable to the balance of the school year or 12- month period as the case may be.

D. Sums paid pursuant to paragraph A of this section shall be paid in bi-weekly installments together with salary paid pursuant to section 6.1. An employee who leaves Agency service prior to the end of the school year or 12 month period as the case may be, shall not receive any further distributions pursuant to paragraph A of this section.

## **ARTICLE 8 - PAYROLL DEDUCTIONS**

8.1 The Agency agrees to deduct from the salary of an employee an amount authorized, in writing, by the employee and to transmit such funds to the any financial institution designated in writing by the employee which accepts such transmissions. The authorization for such deductions may be withdrawn by an employee at any time upon filing a written notice of such withdrawal with the Executive Officer.

## **ARTICLE 9- LEAVE**

### **9.1 Sick Leave**

A. In the first year of employment, an employee shall receive, effective on his or her first day of employment, five days of sick leave credits and shall accrue additional credits at the rate

of one day for each two months of employment. After the first year of employment, employees shall earn additional sick leave credits at the rate of one and one-half days per month of service. Sick leave credits may be accumulated up to a total of 180 days. In the event an employee leaves Agency service before he or she has accumulated the number of such days he or she has taken, such excess will be deducted from his or her final paycheck.

B. An employee absent on sick leave shall notify the designee of the Executive Officer by 6:00 a.m. on the date of such absence and the right to use such leave shall be dependent upon the giving of such notice; provided, however, that in an emergency, notice by 6:00 a.m. shall not be required, provided that the employee gives notice as soon as he or she is able to do so.

C. The Executive Officer will not routinely require proof of illness for absences of three days or less due to illness; provided, however, that this shall not prevent the Executive Officer from requiring proof of illness in any specific case.

D. Such leave may be used in units of not less than one-half day.

## 9.2 Personal Leave

A. Employees may charge up to three days against accumulated sick leave credits annually for the transaction of personal business that cannot be accomplished at times other than during school hours. Application for use of such leave, except in an emergency, shall be made not less than three days in advance of each anticipated absence for personal reasons to the designee of the Executive Officer and the granting of such leave shall be subject to the reasonable operating needs of the Agency.

B. The employee shall specify a reason for the leave for days immediately preceding or following a vacation, holiday or the beginning or end of the school year.

C. Except with the approval of the employee's immediate supervisor, personal leave shall not be available to any employee who has announced his or her intention to resign or retire during the month immediately preceding the effective date of such resignation or retirement.

D. Personal leave shall not be used to extend a vacation or recess period.

## 9.3 Family Illness

A. It is the responsibility of each employee to make arrangements for the care of the members of his or her immediate family who becomes ill and require care. Recognizing, however, that there will be situations where it may be impossible to effect such arrangements on an emergency basis, an employee shall be allowed to charge absences from work in the event of illness in the employee's immediate family against accrued sick leave credits up to a maximum of five days in any one calendar year. As used in this Section, "immediate family" shall be defined as the employee's spouse or any dependent with whom the employee resides.



B. Elder Care In complete and sole discretion, which discretion may not be reviewed in any forum, the Executive Officer may grant leave for the purpose of elder care. Time granted for elder care through this section will be charged against accrued sick leave credits.

#### 9.4 Family Bereavement

An employee shall be granted leave without charge to other leave credits in the event of death in the employee's family up to a maximum of five days in any one calendar year. As used in this Section, "immediate family" shall be defined as the employee's spouse, child, parent, grandparent, grandchild, sibling or parent-in-law.

#### 9.5 Additional Leave

In sole and complete discretion, which discretion may not be reviewed in any forum, the Executive Officer may grant additional leave pursuant to sections 9.3. or 9.4 of this Article for the purpose of caring for or attending the funeral of a person other than those within the definition of immediate family in those sections.

#### 9.6 Jury Duty

On proof of the necessity of jury service, an employee shall be granted leave for that purpose without charge to other leave credits, provided that he or she has agreed, in writing, prior to and as a condition of the granting of such leave to deliver to the Executive Officer, for deposit in the general fund of the Agency, all fees paid to such employee for such jury service.

#### 9.7 Subpoena

On proof of the necessity of attendance in court pursuant to a subpoena in a proceeding to which the employee is not a party, leave shall be granted for such appearance without charge to other leave credits provided that he or she shall have agreed, in writing, prior to and as a condition of the granting of such leave to deliver to the Executive Officer for deposit in the general fund of the Agency, all fees paid to the employee for such attendance.

#### 9.8 Sabbatical Leave

A. The primary purpose of sabbatical leave is to broaden the professional experience of a teacher and thus benefit the Agency and its students.

B. At the end of not less than six years of professional service with the Agency, an employee may apply for sabbatical leave. Applications for sabbatical leave shall be submitted to the Executive Officer not later than February 15 prior to the school year during which the requested leave would occur. Applicants will be notified of the Agency's decision regarding such application no later than April 15.

C. An application for sabbatical leave may be granted by the Board in its sole discretion based upon its determination of its value to the Agency. In no case, however, shall the Board grant more than one sabbatical in any year, and the Board's determination of value shall be final and binding on all parties. Sabbatical leave shall be granted at 50% of the employee's base salary.

D. As a condition of eligibility for sabbatical leave, an employee shall submit an agreement, in writing, (i) to continue in employment by the Agency for at least one year following termination of leave, (ii) to reimburse the Agency an amount equal to 75% of the compensation paid to the employee by the Agency during such leave should he or she fail to fulfill the requirement set forth in subdivision (i) of this paragraph, and (iii) to prepare a report of the benefits achieved from the leave within 90 days of his or her return from leave. The success of the employee in fulfilling the objectives of the leave shall be considered by the Board in considering future applications for sabbatical leave.

#### 9.9 Sick Leave Bank

A. The sick leave bank shall be continued to provide additional sick leave credits to employees who have exhausted sick leave credits because of long-term illness.

B. Between April 1st and April 30th in each successive year, the Association shall notify the Executive Officer as to any additional contributions to be made by employees and deliver signed authorizations for such additional contributions. Contributions to the bank shall be made, in writing, and signed by the employee on forms to be provided by the Association. The form for such contributions is attached as Appendix C.

C. An eligible employee may be granted up to 30 days of sick leave credits from the bank by submitting a request, in writing, to the President and the Executive Officer, or their designees. The form for such request is attached hereto as Appendix D. An employee shall be eligible to use sick leave credits from the bank only after the completion of one year of service.

D. In the case of extended illness, an eligible employee, upon exhausting such 30 days and subject to the limitations of this section, may be granted additional days from the bank by the Executive Officer and the President.

E. Either the Executive Officer or the President may require the employee to submit supporting documents to establish the appropriateness of each request.

F. As a condition for eligibility, the employee's sick leave must have been exhausted as the result of illness and he or she must have been a contributor to the bank within the preceding two years. No request for leave shall be granted unless both the President and the Executive Officer agree and the granting or failing to grant an application shall be in their sole and exclusive discretion and shall not be granted until at least 30 days have been contributed by employees to the bank and no individual request shall be granted which, on the date the

application is filed, would exceed one-half of the number of days in the bank to less than 15 days. In the event that there are requests for leave which will exceed the total amount in the bank, the President and the Executive Officer may resolve conflicting claims, grant applications in part, or take whatever other action they may deem to be appropriate. Nothing in this section shall be construed as giving a vested or property right to any interest in the bank and days once contributed may not be withdrawn.

#### 9.10 Professional Development Day

The Agency and the Association recognize that professional development is part of the regular responsibility of an employee and that attendance at particular conferences or the observation of other teaching situations may be of value to the Agency. Upon such a showing of value to the Agency and upon reasonable advance notice, in writing, the Executive Officer shall grant up to two days of leave without charge to other leave credits to an employee in each year of the term of this Agreement for the purpose of professional development. In considering such application, the Executive Officer may consider the fact that more than one employee has applied for leave for a particular conference or visit and the impact of the granting of the request upon future ability of the Agency grant other requests. Upon return from such leave, the employee shall submit to the Executive Officer a report, in writing, of such visit or conference. The employee may be required by the Executive Officer to share his or her findings and report with the professional staff of the Agency.

#### 9.11 Teacher Exchange and Career Enlargement Program

Upon application, in writing, by an employee to the Executive Officer and upon his recommendation, the Board may grant leave without pay for a period not to exceed one year for the purpose of participation by the employee in a program within another school district or in another educational setting. Upon return from such leave, the employee shall receive credit for service for salary purposes, if any, as though he or she had been employed by the Agency during the period of such leave.

#### 9.12 Child Rearing Leave

An employee, upon request, shall be granted child-rearing leaves, without pay, ending upon the first day of a semester following a period of up to one year after the birth or adoption of a child. An employee requesting child-rearing leave shall submit a written application 60 days prior to the anticipated commencement of the leave. Such notice shall include the anticipated dates upon which the leave is to commence and to terminate.

#### 9.13 Leave Without Pay

Upon application, in writing, by an employee to the Executive Officer and upon his/her

recommendation, the Executive Officer for leaves less than 30 days in duration or the Board for leaves of 30 days or more, may grant leave without pay for a period not to exceed two years for such purposes as the Board, in its sole discretion, may determine to be appropriate. Those purposes may include the extended illness of the employee requesting such leave, additional education, election to public office and service as a union officer. A request for leave pursuant to this section must be submitted to the Executive Officer not less than 60 days prior to the date such leave is requested to commence, except in an emergency.

#### 9.14 Accrual of Additional Credits

During the period of a leave without pay, an employee will not accrue additional days of leave and the period of absence shall not be counted as service with the Agency. Upon the termination of the leave, the employee will have restored all benefits accrued as of the time of the commencement of the leave.

#### 9.15 Leave Benefits

Full-time employees with at least one year of full-time agency service shall be entitled to the same benefits under the same terms as those employees covered under the Family Medical Act of 1993, ("FMLA"). Leave granted pursuant to section 9.1, 9.3, 9.9 or 9.12 shall be deemed to be part of any FMLA leave entitlement, as appropriate.

### **ARTICLE 10- EMPLOYEE RIGHTS**

#### 10.1 Freedom of Association

As provided by law, no employee shall be subject to discipline, reprisal or discrimination by the Agency because of membership in the Association or the exercise of rights under the Taylor Law.

#### 10.2 Payroll Options

A. Salaries of each employee shall be paid on at least a bi-weekly basis throughout the school year commencing on the first Wednesday of the first full week that school is in session, pursuant to whichever of the following options is selected by the employee, in writing, not later than June 30 of the school year preceding that in which the payment is sought:

Option A --22 payment plan (Gross annual salary divided by 22 will be paid each pay period).

Option B --26 payment plan (Gross annual salary' divided by 26 will be paid each pay period with the exception of the last pay period in June. The employee will receive five twenty-sixths (5/26ths) of his or her gross annual salary on that pay date).

--In the event that no option is selected, the Agency will pay pursuant to Option A.

B. If an individual elects to change from Option A to Option B, notification shall be sent, in writing, to the office of the Assistant Superintendent for Business and Financial Services by June 30 prior to the commencement of the school year during which the change is requested to become effective. The Executive Officer shall notify the employees of the existence of Options A and B by June 1 of each school year.

C. Teachers new to the District will be notified, in writing, of the availability of Options A and B and will be given a reasonable time to select an option.

### 10.3 Notice of Vacancies

A. The Executive Officer shall distribute notices of vacancies in full-time positions within the Agency, together with employee paychecks or by mail to the address of record for employees returning from leave, within 30 days of the date upon which the position is to be filled. If the vacancy is to be filled during the school year, except in an emergency, such notification shall be given at least 15 days prior to the date the position is to be filled. If the vacancy is to be filled during the summer recess, except in an emergency, notification of the existence of the vacancy shall be given to the Association President and his or her designees. Announcements of such vacancies shall contain the title of the position to be filled, minimum vacancies and the administrator to be contacted by those interested in making application.

B. When such vacancies are announced as provided herein, employees who wish to be considered for appointment or assignment to such vacancies shall be allowed to express their interest in such vacancies, in writing, or by telephone followed by written confirmation, with the Executive Officer or his or her designee within ten days following announcement.

C. The failure in any case of the Executive Officer or the Association to distribute notices of vacancies or otherwise to follow the procedures required by this section or the failure of any employee to receive such notices or announcements or to express interest in a vacancy as provided by this section shall not affect or operate to invalidate any appointment which otherwise conforms to law nor shall anything contained in this section be construed to place the Executive Officer or the Board under any obligation to make appointments from among persons presently employed by the Agency. It is understood, however, that the Executive Officer will make a good faith effort to comply with the distribution provisions of this section.

### 10.4 Transfers

A. The best interests of the Agency may necessitate the involuntary transfer of an employee. In the event that a work location of a teacher becomes unavailable or changes in the number of students or the routine of the program being offered require the transfer, then all other factors being equal, reassignment to then existing vacancies in assignments shall be

made on the basis of seniority.

B. The provisions of this section shall not apply in a situation where the teacher transferred has special training, qualifications or experience for the new assignment or where there is no other teacher with less seniority who has the certification and the training, qualifications or experience for the new assignment.

C. The provisions of this section apply only to then existing vacancies and shall not authorize the replacement or "bumping" of a teacher from a teaching assignment. The assignment of a teacher pursuant to this section shall not be reviewable in a grievance procedure under Article 15 of this Agreement.

D. Involuntary transfers will not be made for the purpose of imposing discipline.

#### 10.5 Salary and Leave Information

Prior to October 15<sup>th</sup> of each school year, each employee shall be provided with a copy of a statement of his or her then current salary, the basis upon which that salary is computed, and current sick leave balance.

#### 10.6 New Employees and Employees Returning from Leave

New employees shall be provided with appropriate insurance forms necessary for activating insurance and retirement coverage and shall be informed of other organizational benefits and shall receive a packet of information provided by the Association.

#### 10.7 Probationary Employees

Employees in their final probationary year shall be notified of the Executive Officer's recommendation concerning appointment to tenure status no later than April 15 or, if the employee has been first employed other than at the commencement of the school year, 30 days prior to the completion of the employee's probationary period.

#### 10.8 Notification of Need for Service

The Agency shall notify employees, in writing, by June 1 of each school year of its intention, subject to requests for services from component districts and the execution of signed contracts for such services, to continue them in employment during the succeeding school year.

#### 10.9 Indemnity

Teachers shall be entitled to the protection provided by Section 3023 of the Education Law, including but not limited to, liability arising out of the administration of medication. The Agency shall be given a copy of the summons and complaint in any action commenced against an employee arising out of the performance of his or her duties and its obligations under Section 3023 shall be contingent upon receiving such copy within seven calendar days of the date of service.

#### 10.10 Substitutes

It is the responsibility of the Agency to obtain substitutes. Teachers may recommend individuals to serve as substitutes for inclusion on the Agency's approved teacher substitute list, but shall not obtain substitutes directly. The present procedure by which teachers are notified, in writing, at the commencement of the school year as to the appropriate member of the Agency staff to call and the appropriate hour to do so in case of absence shall be continued. Before an employee is designated to cover the class of an absent teacher the Agency shall inquire as to that employee's commitments and schedule for that period of time.

#### 10.11 Re-Employment of Tenured Teachers

A teacher who, having previously been employed with tenure by the Agency, resigns and returns to employment, shall be evaluated for tenure in the second year of his or her probationary period pursuant to law.

#### 10.12 Preparation of IEPs

For those special education teachers with students from districts participating in the BOCES Regional Schedule for Annual Review Meetings, and who are required to attend such meetings, the Agency Calendar shall contain the equivalent of one day, during which time special education teachers shall be released from classroom activities for the purpose of attending such meetings. Effective July 1, 2004, two half days will be provided, prior to February 1, for the purpose of preparing and writing IEPs for the Annual Review.

#### 10.13 Social and Emotional Classes

For classes created to deal with pupils classified as emotionally disturbed pursuant to section 200.1cc(2) of the Commissioner's Regulations and consistent with section 200.6f(4)(i) of those Regulations, governing class sizes of 12 with one paraprofessional, every effort will be made by the Agency to prioritize staffing assignments to assure that a second adult is present as required.

### **ARTICLE 11 TEACHING CONDITIONS**

#### 11.1 Notification of Assignments

A. The Agency and the Association recognize the importance of each notification to employees of their assignments for the coming school year. Toward that end, the Executive Officer shall mail to employees notification of their tentative assignments, including the schools to which they will be assigned and the number of pupils assigned to them, by August 15 of each school year. If changes in those assignments become necessary thereafter, the teacher shall be notified, by mail, directed to his or her address of record with the Agency.

B. The Executive Officer shall make available to each teaching employee at the time of such notification of tentative assignment, all data on file for students who will be assigned to such employee for the coming school year.

C. Teachers shall be required to complete and return the records of their present students, with their comments, recommendations and evaluations of progress to date, to the Agency by the last day of each school year.

#### 11.2 Notification of Assignments

The Agency and the Association recognize the desirability of early notification to an employee of the assignment of additional students to the classroom. Toward that end, the Agency shall use its best efforts to give at least three days notice to a teacher of such an assignment of an additional student. The Agency shall make reasonable efforts to provide the teacher with records pertinent to the student's educational program.

#### 11.3 Access to Student Information

Employees shall have access to psychological evaluations, reports of physical information, and other information in the files of pupils in their charge.

#### 11.4 Scheduling

In arranging schedules for employees assigned to more than one instructional facility, the Executive Officer will make a continuing effort to limit inter-facility travel. Except in an emergency, an employee shall be notified at least one month in advance of any schedule changes which are anticipated to last more than ten working days.

#### 11.5 Transportation of Pupils

Employees shall not transport pupils in their private vehicles .

#### 11.6 Fire Drills

Employees shall not be required to conduct fire drills.



### 11.7 Assault on Teachers

An employee shall immediately report, in writing, any case of assault suffered in connection with employment to his or her immediate supervisor. The employee will be notified within 24 hours of the action taken. Instances of severe or repetitive assaults by students shall be subject to a review of the student's placement by the Committee on Special Education.

### 11.8 Teacher Aides and Clerical Aides

A. The Agency and the Association recognize the importance of affording to employees the opportunity to interview aides and teacher assistants with whom they will be required to work regularly. Teachers shall be given that opportunity, subject to constraints of summer months, time and workload. The failure to provide the opportunity, however, shall not provide a basis for invalidating the appointment or assignment of an aide or teacher assistant.

B. Prior to reporting to a classroom, teacher aides shall be given a copy of the Aides' Handbook, including provisions concerning required confidentiality.

C. The Teachers' Handbook shall contain a copy of the aides' job description and the Regulations of the Commissioner of Education concerning aides.

D. Employees shall be required to obtain substitutes for aides assigned to their classes from the Agency's approved aide substitute list. In the event, however, after making reasonable efforts to obtain an aide, the employee is unable to obtain a substitute within 10 minutes of the time the first student is scheduled to report to his or her class, the employee shall advise the designated agent of the Agency and the responsibility for obtaining an aide shall shift to the Agency. This provision will be included in the Teachers' Handbook.

E. Employees shall not be required to evaluate the quality of performance of aides assigned to their classrooms. The Agency, however, may require teachers to report an aide's punctuality and attendance.

F. An employee shall report in writing on an Agency provided form to his or her immediate supervisor, each instance in which an aide assigned to his or her classroom has engaged in an act of abuse toward a student.

G. An employee shall report in writing on Agency provided forms to his or her immediate supervisor instances in which an aide's repeated failure to respond to direction impairs the teacher's ability to constructively manage the classroom.

### 11.9 Arrival and Departure Time

Employees shall report to their immediate supervisors situations in which the span of arrival or departure of buses regularly exceeds 15 minutes. In such cases, the immediate supervisor shall make every reasonable effort to reduce the length of such span of arrival.

#### 11.10 Reporting Time

Teachers shall be present at their first assigned work station five minutes prior to their first class assignment.

#### 11.11 Calendars

The calendar of the Agency, including the calendar for support services, special education and career and technical education and snow days, for the upcoming year, shall be a subject for discussion at meetings of the Liaison Committee. In developing the calendar, an effort will be made to coordinate the calendar for special education teachers with the calendar of the component district in which the special education classroom is housed.

#### 11.12 Classroom Visits

The Agency and the Association recognize the potentially disruptive effect of unscheduled visits to the classroom by uninvited third parties. In order to minimize such disruptive events, a procedure for early announcement of visits by third parties shall be a subject for discussion at meetings of the Liaison Committee.

#### 11.13 Routine Maintenance and Repair

Routine maintenance and repair of Agency or district facilities and equipment is not part of the regular teaching responsibilities of employees. It is recognized, however, that participation in, and conduct of, maintenance and repair projects may be desirable under appropriate circumstances in the fulfillment of an employee's teaching responsibilities.

#### 11.14 Extra Agency Involvement

The employee is responsible for the management of the classroom and, within the classroom, for the accomplishment of the educational program of the Agency. The presence of ancillary or support service personnel from an outside agency shall not diminish that responsibility.

#### 11.15 Purchase Requests

An employee shall be notified of the approval or denial of a purchase request by his or her

immediate supervisor within 30 days and receive a copy of a purchase request he or she has submitted when it has been approved or denied by the appropriate supervisor.

#### 11.16 Faculty Area

In each instructional facility which is solely controlled by the Agency in which a faculty room is not currently available to employees, an area of the facility shall be designated as a faculty area for use by employees during unassigned periods of the instructional day.

#### 11.17 Guidance

Employees shall report to their immediate supervisors situations in which they believe that a student requires additional guidance. If the supervisor agrees, he or she shall make a reasonable effort to obtain such additional guidance.

#### 11.18 Commingling of Career and Technical Education Students

Any problems which may arise from commingling of first and second year career and technical education students shall be referred to the Assistant Superintendent for Curriculum, Instruction and Student Services.

#### 11.19 Health and Safety

A. The Agency and the Association recognize the importance to the educational process for children of physical facilities that are structurally sound, well lighted, heated, and otherwise comparable to facilities provided by component districts to their students. Employees shall report to their immediate supervisors, in writing, situations where, in the judgment of the employee, the physical condition of the classroom threatens the health or safety of the students in the class or is significantly different than the condition of other classrooms in the school building.

B. Upon receipt of such a report, within five working days, the immediate supervisor shall make an evaluation of the condition and shall prepare and submit a written report to the teacher and his or her Assistant Superintendent regarding what actions, if any, should be taken to alleviate or rectify the situation.

C. If the teacher feels that further Agency action may be required, he or she shall so advise the Assistant Superintendent for Administrative and District Services, in writing, within five days of receipt of the immediate supervisor's report. The Assistant Superintendent shall, within a time reasonably related to the nature of the condition complained of; cause an additional evaluation to be made. The Assistant Superintendent's written report of that evaluation shall thereafter be transmitted to the teacher and his or her immediate supervisor. A copy of the report shall also be forwarded to the Executive Officer. Such copy shall have

appended to it the comments of the complaining teacher relating thereto, if any.

#### 11.20 Employee Budgets

The process for development of employee's budgets shall be a subject for discussion and resolution at meetings of the Liaison Committee.

#### 11.21 Emergency Days

Emergency Days shall be a subject for discussion and resolution at meetings of the Liaison Committee.

#### 11.22 Length of Work Year

The work year for all employees shall not exceed 182 days. Any employee required to work in excess of 182 days will be paid 1/200th of his or her total annual salary for each additional day worked. Nothing herein provided shall restrict the Agency in developing and promulgating a school calendar.

#### 11.23 Inter-facility Travel

The Agency will make every effort to limit the amount of an employee's work-related inter-facility travel to an average of 25 miles per day. Actual mileage between work assignments will be reimbursed at the maximum rate allowed by the IRS. Employees required to travel more than 30 miles in a day between facilities will be credited with an additional 25 miles for each day of such assignment to reflect the additional costs of such travel.

#### 11.24 Teaching Materials and Supplies

A. The Agency shall make reasonable efforts to insure that teaching materials, supplies and equipment are in place in each classroom at least the day prior to student arrival in September.

B. Additional supplies and textbooks will be maintained for loan to new classes and to classes not receiving instructional supplies prior to student arrival. These will be available upon request to the employee's immediate supervisor.

#### 11.25 Meetings

The Agency shall publish a calendar of anticipated dates for faculty and strand meetings

in the Fall of each year.

#### 11.26 Mentor-Intern Program

Regulations of the Commissioner of Education require the Agency to develop a teacher mentor program that will allow new teachers to obtain the mentoring necessary for teacher certification. Towards this end, the Agency will develop such a program in conjunction with the Association. Such program shall provide that mentor and intern assignments will be made by mutual agreement of the Association and the Agency, subject to the approval of the Assistant Superintendent for Curriculum, Instruction and Student Services; that the Mentor-Coordinator of the program shall be jointly selected; that the mentor and intern will each be provided with one day every other month of released time for the purpose of observations and other staff development activities; and that mentors will be paid a stipend of \$700 at the end of the school year, pro rated as necessary, for successful completion of the mentoring assignment.

### **ARTICLE 12- FORMAL PERFORMANCE REVIEWS AND OBSERVATIONS**

#### 12.1 General

A. The Agency and the Association acknowledge that the professional obligation of teachers is to provide high quality instructional service, to conduct those other professional activities required to enhance the quality of that service, and to participate in professional development programs to support that goal. Collaboratively developed criteria of professional responsibility and each individual's job description will form the foundation for evaluation and performance review.

#### 12.2 Formal and Alternative Performance Reviews and Observations

A. Each employee shall receive periodic formal performance reviews by certified Agency administrators.

B. With respect to such formal performance reviews:

i. An employee in his or her first year of probationary employment shall receive a first formal performance review by Thanksgiving or, in the case of an employee hired other than effective at the commencement of the school year, not later than 60 working days from the date of employment.

ii. An employee in his or her second and third year of probationary employment shall receive at least one formal performance review in each of such years, not later than six working months following the effective or anniversary date of employment. Provided, however, that such employee may elect to participate in an alternative performance review as outlined in Section 12.3 in lieu of a formal performance review.

iii. An employee who is tenured shall receive at least one performance review in each year of employment, not later than April 15.

C. An employee may at any time request that a formal performance review be scheduled by his or her immediate supervisor at a mutually agreeable date. An administrator may conduct a formal performance review or observation at any time consistent with Article 12.

D. Each formal performance review shall include the employee's official record of performance including all formal observations conducted pursuant to Section 12.4. At least one such observation shall have been conducted since the date of the last formal performance review.

E. Written documentation of each formal performance review shall include commendations and, if needed, specific objectives for future performance. The written documentation shall be signed by both the employee and the supervisor and placed in the employee's official record of performance file.

### 12.3 Tenured Employees

A. Tenured employees will participate in the formal performance review or alternative performance review process, including, but not limited to:

- i. Peer review,
- ii. Portfolio assessment;
- iii. Videotape units; or
- iv. A process designed by the tenured employee by the process outlined in Section 12.3B below

B. The tenured employee should submit a proposal to the Staff Support Administrator or Supervisor to review and approve by October 31 of each school year. The proposal should include:

- i. A general statement of the alternative method to be used;
- ii. Goals/outcomes in terms of professional growth;
- iii. Proposed activities with timeframes;
- iv. Format for a final summary such as; a final portfolio or narrative summary;
- v. Necessary resources

The employee will meet with his/her supervisor to review, refine and reach consensus, if possible, on the proposal by December 15. If no agreement is reached or the supervisor does not approve the alternative performance proposal, the employee shall be subject to a formal performance review. A written summary, or final portfolio, as outlined in the proposal, should be submitted to the supervisor by April 15. A second meeting between the employee and supervisor should occur April 15.

#### 12.4 Formal observations

- A. Each employee shall be formally observed by a certified Agency administrator.
- B. Formal observations shall be scheduled by the supervisor and conducted directly and openly with the full prior knowledge of the employee.
- C. Each formal observation shall be followed by an observation review conference between the supervisor and the employee within 15 working days. The official reports of the observation shall include commendations, any results of the observation review conference and any specific objectives for future performance. The official report shall be signed by both the employee and the supervisor.
- D. An employee may at any time request that a formal observation be scheduled by his or her immediate supervisor at a mutually agreeable date.

#### 12.5 Official Records of Employee Performance

The official record of employee performance shall be maintained with each employee's personnel record folder at the executive offices of the Agency. The performance record file shall include records of formal observations, performance reviews, and other documentation deemed appropriate by either the employee or supervisor. A copy of each document in the performance record file shall be provided the employee at the time it is inserted in the file. The contents of the official performance record file may be reviewed at any time during normal working hours by the employee on reasonable notice to the executive offices. The employee may file a response of reasonable length to any document in the record of employee performance that he or she deems to be adverse or critical of performance. Documents may not be removed from the record without the written consent of the employee.

#### 12.6 Effect of Employee Signature

Whenever the signature of an employee is required by the terms of this Article, such signatures shall merely indicate his or her acknowledgment that he or she has received or reviewed the document in question and not necessarily agreement with its contents.

## **ARTICLE 13- ASSOCIATION-AGENCY LIAISON**

13.1 The Association and the Agency recognize the need for communication to resolve issues of concern to either or both of the parties. To facilitate such communication, there is hereby established a Liaison Committee consisting of the Executive Officer or his or her designee and the President of the Association or his or her designee. The Committee shall meet as reasonably required to deal with issues as they arise. Except in an emergency, at least three days notice of the need for a meeting shall be given and the request for the meeting shall identify its subject matter. The Executive Officer and the President shall have the right to bring such additional persons as they require to meetings of the Committee.

13.2 The Liaison Committee may consider matters of concern to the Agency and to the Association. It shall not be authorized to consider or negotiate any change in the provisions of this Agreement.

## **ARTICLE 14 – LABOR MANAGEMENT COOPERATION**

### **14.1 Professional Development Committee**

A Professional Development Committee is created which shall consist of nine (9) members. Four of the members shall be designated by the President of the Association and four shall be designated by the Chief Executive Officer of the Agency. The President of the Association and the Chief Executive Officer of the Agency shall jointly appoint a Chair.

By January 1, 2001, the Committee shall make written recommendations to the Chief Executive Officer of the Agency and the Association President for a pilot program on professional development for teachers. Such pilot program shall include: recommendations for identifying and developing professional development opportunities that could be compensated, including but not limited to, mentoring, training and technical assistance; a process for Committee review and approval of teacher proposals for professional development; a means of compensation; and a process of review of the implementation of approved professional development plans for individual teachers.

Such professional development program may be implemented, subject to the review and approval of the Chief Executive Officer and Association President, the availability of appropriate funds and the amendment of the collective bargaining agreement by the parties to reflect such pilot program.

### **14.2 Health and Safety Committee**



A Health and Safety Committee shall be created which shall be comprised of representatives of the Agency and the Association. The Committee will provide a means by which the Association may bring matters concerning the Health and Safety of bargaining unit members in the workplace to the attention of the Agency.

## **ARTICLE 15- GRIEVANCE PROCEDURE**

### **15.1 Basic Principles**

The Agency and the Association declare their joint intent to encourage the prompt resolution of grievances of employees through recourse to the formal procedure established by this Article. Nothing herein shall be construed, however, to prevent any teacher or the Agency from discussing a problem informally.

Any employee shall have the right to present a grievance in accordance with the procedure established by this Article free from coercion, interference, restraint, discrimination, or reprisal.

An employee shall have the right to be represented at all stages of the grievance procedure by a member of the Association or an attorney of his or her choice, or both, as the employee may select.

### **15.2 Definition of a Grievance**

A grievance is a dispute concerning a claimed violation of a specific term or provision of this Agreement. It shall not include a claimed violation of Section 11.19A of this Agreement.

### **15.3 The grievance procedure shall be as follows:**

A. Step 1. The aggrieved employee shall present the grievance, in writing on forms to be provided by the Agency, to the employee's immediate supervisor, not later than 30 working days following the date on which the act or omission giving rise to the grievance occurred. In the event such act or omission occurred after June 15 of any school year, the employee shall present the grievance not later than 20 working days following the commencement of the next succeeding school year. The grievance form shall be in the form attached hereto as Appendix E. The supervisor receiving the grievance shall take the steps necessary to insure that an appropriate disposition of the grievance is made and shall reply to the employee, in writing, within seven working days following the date of submission of the grievance.

B. Step 2. In the event that the aggrieved employee wishes to appeal the decision at Step 1, the appeal shall be submitted to the Executive Officer, in writing, on the grievance form, within five working days following receipt of the Step 1 decision. A copy of such appeal shall also be sent to the supervisor who considered the grievance at Step 1. Such appeal shall contain a short, plain statement of the grievance and specific references to the section or

sections of this Agreement which the employee claims to have been violated and the redress sought. The Executive Officer or his or her designee shall meet with the aggrieved employee and/or his or her representative and shall issue a written decision to the employee within 20 working days following the date on which the appeal was received.

C. Step 3. In the event the Association wishes to appeal a decision at Step 2, it may appeal to arbitration by filing a demand for arbitration upon the Executive Officer and the American Arbitration Association within ten working days of the receipt of the Step 2 decision. The arbitration hearing shall be held within 20 working days of the selection of the arbitrator.

The demand for arbitration shall identify the issues sought to be submitted to arbitration and the specific section or sections of this Agreement which the Association claims have been violated. The demand for arbitration may not add to the issues previously considered at Step 2, and in the event that such an issue is raised, the Executive Officer may return the matter to Step 2 for further determination.

The arbitrator shall be selected using the services and procedures of the American Arbitration Association. The Voluntary Labor Arbitration Rules of the American Arbitration Association, as amended by this Agreement shall govern the arbitration.

The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented, and his or her decision shall be confined solely to a determination of whether the claimed violation of this Agreement has occurred. Should the Agency or the Association contend in any arbitration proceeding that the grievance is not subject, in whole or in part, to arbitration pursuant to this Article, the arbitrator shall be required, upon request of such party, to rule upon the question of arbitrability in advance of receiving evidence upon any other issue. The decision and award of the arbitrator shall be final and binding upon both parties.

All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing its own case.

If the parties mutually agree to a stenographic transcript of the proceeding, they shall share the cost of such transcript. If either party without the consent of the other requires such a transcript, the requesting party shall bear the entire cost and shall provide the arbitrator and the other party with a copy of the transcript.

#### 15.4 General Provisions

A. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the grievant.

B. As it is important to good relationships that grievances be filed and processed as rapidly as possible, the time limits specified for either party will be extended only by mutual consent.

C. If a decision at one step is not appealed within the time limits specified, the grievance will be deemed discontinued and further proceedings under this Agreement or elsewhere shall be barred. The failure by the Agency to meet the time limits specified herein shall permit advancing the matter by appeal to the next step of this procedure.

D. A settlement or award upon a grievance may or may not be retroactive as the equities of each case demand, but in no event shall such a resolution be retroactive to a date earlier than 30 calendar days prior to the date when the grievance was first presented in accordance with this Article or the date the grievance occurred, whichever is later.

E. A grievance affecting more than one work location may be initiated by the Association at Step 2 of the grievance procedure. The Agency may initiate grievances against the Association at Step 3.

F. In the event service of a reply or determination is made by mail, service shall be complete upon mailing, and the time to take any action under this Agreement which is dependent upon receipt thereof shall be extended by three days.

G. An Association-affiliated staff representative may be present at the request of the grievant at any step of the grievance procedure.

H. There shall be only one spokesperson for the grievant and one for the Agency at each step of the grievance procedure.

## **ARTICLE 16- REDUCTION IN FORCE**

16.1 Consistent with the mission of the level of organization of the Agency at which reduction in force occurs, the Executive Officer or his or her designee shall, after such consultation as may, in his or her judgment, be appropriate, apply reduction in force among employees within the unit determined to be appropriate holding the same or similar positions subject to reduction in force at such level of organization in inverse order of appointment within each affected group of employees.

16.2 The Agency will notify persons affected by reduction in force at least 30 days prior to the effective date of termination.

16.3 In the event of staff reduction, the Agency will make a reasonable effort to insure that separated personnel may be placed in other teaching situations for which they are qualified.

16.4 As required by the Education Law, a preferred list shall be established for those employees terminated, and they shall be offered reinstatement for programs that may be reestablished or for which they are qualified. Any person refusing appointment to a position for which he or she is qualified shall have his or her name removed from said list. Employee's names shall automatically be removed six years following the last day of full employment. The determination of the qualifications of an individual under this section shall be made by the Agency and its determination shall be reviewable in an appeal to the Commissioner of Education.

#### **ARTICLE 17- SEVERABILITY**

17.1 In the event that any article, section or portion of this Agreement is found to be invalid by a final decision of a tribunal of competent jurisdiction or administrative agency or shall have the effect of a loss to the Agency of funds made available through Federal or State law, or the loss of a benefit provided by this Agreement to employees, then such specific article, section or portion specified in such a decision or having such effect shall be of no force and effect but the remainder of this Agreement shall continue in full force and effect. In such event, the parties shall reopen negotiations concerning the subject of such article, section or portion.

#### **ARTICLE 18- CONCLUSION OF NEGOTIATIONS**

18.1 This Agreement is the entire agreement between the Agency and the Association, terminates all prior agreements and understandings and, except as provided herein, concludes all collective negotiations during its term.

18.2 If in the future, the Agency should employ employees on a 12-month basis, the Association, upon written demand therefore, may reopen this Agreement solely for the purpose of negotiating the terms and conditions of employment of such 12-month employees. In the event such a request is made within the last six months of the term of this Agreement, the negotiations shall take place as part of the negotiations for a successor to this Agreement. During the period of such reopener, all other provisions of this Agreement shall remain in full force and effect.

#### **ARTICLE 19- GENERAL PROVISIONS**

19.1 With respect to matters not covered by this Agreement, no term and condition of

employment of general application to employees established by formal action of the Board or the Executive Officer shall be diminished or impaired during the term of this Agreement.

19.2 The parties agree to support jointly Board, Association, or administration action necessary to implement the provisions of this Agreement.

19.3 During the terms of this Agreement, neither party will unilaterally seek to modify its terms through Board action.

19.4 This Agreement shall supersede any rule or regulation of the Agency concerning terms and conditions of employment which shall be contrary to or inconsistent with its terms.

19.5 Any agreement or arrangement heretofore executed between the Agency and an individual employee shall be interpreted in a manner subject to and consistent with this Agreement and any agreement or arrangement with an individual teacher executed in the future shall be subject to and consistent with this Agreement. If any such individual agreement or arrangement contains a provision inconsistent with this Agreement, this Agreement, to the extent constitutionally permitted, shall be controlling.

19.6 Except as expressly limited by other provisions of this Agreement or law, all of the authority, rights and responsibilities possessed by the Agency and Executive Officer are retained by them.

## **ARTICLE 20- TERM OF AGREEMENT**

20.1 The term of this Agreement is July 1, 2003 through June 30, 2007

-  
-

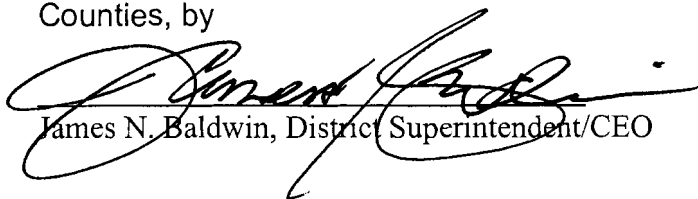
## **ARTICLE 21- APPROVAL OF THE LEGISLATIVE BODY**

21.1 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.

THIS AGREEMENT, having been duly ratified by the Agency's Board of Cooperative Educational Services and the membership of the Association has been executed by their duly authorized officers on the date first above written:

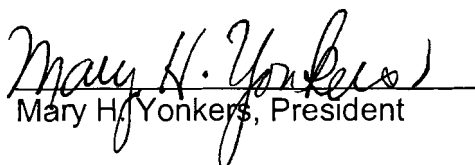
IN WITNESS WHEREOF, the parties have caused this 2003-2007 Agreement to be signed by their respective representatives on July 1, 2003

Questar III, Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties, by



James N. Baldwin, District Superintendent/CEO

Rensselaer-Columbia-Greene  
Counties BOCES Teachers'  
Association, by:



Mary H. Yonkers, President

**APPENDIX A**

**PAYROLL DEDUCTION AUTHORIZATION**

SOCIAL SECURITY NUMBER \_\_\_\_\_

NAME \_\_\_\_\_  
                                    LAST                                    FIRST                                    M.I.

DISTRICT NAME: RENSSELAER-COLUMBIA-GREENE  
COUNTIES B.O.C.E.S.

ASSOCIATION: RENSSELAER-COLUMBIA-GREENE  
COUNTIES B.O.C.E.S. TEACHERS'  
ASSOCIATION

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the above Association, to deduct from my salary and transmit to said Association, dues as certified by said Association from those organizations indicated below. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me, in writing. Should my employment terminate or should I take a leave of absence before the end of the school year, then I further authorize the School Board to deduct the remainder of my membership dues for the school year from my last paycheck.

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NYSUT  
AFT  
AFL-CIO

## APPENDIX B-1

### SALARY SCHEDULE 2003-2004

<u>Step</u>	<u>Salary</u>
1	\$36,506
2	37,707
3	38,907
4	39,736
5	40,396
6	40,859
7	41,321
8	42,576
9	43,581
10	44,599
11	45,644
12	46,642
13	47,714
14	49,540
15	50,477
16	51,381
17	52,328
18	53,200
19	54,820
20	60,679

\*21 Off-step employees - Employees who were at step 20 in 2002-2003 will go to step 21 (off step) in 2003-2004 at the following salary: \$61,916. Employees who were off-step in 2002-2003 at the following salaries will receive the following salaries for 2003-2004:

<u>2002-2003</u>	<u>2003-2004</u>
\$59,967	\$61,916
\$60,749	\$62,723
\$61,546	\$63,546
\$62,357	\$64,384
\$62,657	\$64,693
\$63,357	\$65,416
\$64,707	\$66,810

Credit for graduate hours to a maximum of 60 hours earned prior to September 1, 1991.....	\$ 30.00/hour
Credit for graduate hours first earned after September 1, 1991.....	\$ 45.00/hour
Credit for inservice hours earned prior to July 1, 1990.....	\$10.00/hour
Credit for inservice hours earned after July 1, 1990.....	\$20.00/hour
Credit for Master's only.....	\$350.00
Credit for Permanent Occupational Education Teaching Certificate received prior to Bachelor's Degree.....	\$350.00
Credit for Bachelor's Degree plus 30 graduate credits and permanent certification and 10 years of Agency service.....	\$350.00

### TEMPORARILY CERTIFIED TEACHERS

For the 1999-2000 school year, the temporarily certified teachers will be placed on the certified salary schedule on the next step from the 1998-99 temporarily certified salary schedule and be paid 88% of the certified schedule. In school year 200-2001 and thereafter, temporarily certified teachers will be paid 88% of the certified salary schedule at the appropriate step.



## APPENDIX B-2

### SALARY SCHEDULE 2004-2005

<u>Step</u>	<u>Salary</u>
1	\$37,320
2	38,548
3	39,775
4	40,622
5	41,297
6	41,770
7	42,242
8	43,526
9	44,553
10	45,593
11	46,662
12	47,682
13	48,778
14	50,645
15	51,603
16	52,527
17	53,495
18	54,386
19	56,043
20	62,032

\*21 Off-step employees - Employees who were at step 20 in 2003-2004 will go to step 21 (off step) in 2004-2005 at the following salary: \$63,464. Employees who were off-step in 2003-2004 at the following salaries will receive the following salaries for 2004-2005:

<u>2003-2004</u>	<u>2004-2005</u>
\$61,916	\$63,464
\$62,723	\$64,291
\$63,546	\$65,135
\$64,384	\$65,993
\$64,693	\$66,311
\$65,416	\$67,052
\$66,810	\$68,480

Credit for graduate hours to a maximum of 60 hours earned prior to September 1, 1991.....	\$ 30.00/hour
Credit for graduate hours first earned after September 1, 1991.....	\$ 45.00/hour
Credit for inservice hours earned prior to July 1, 1990.....	\$10.00/hour
Credit for inservice hours earned after July 1, 1990.....	\$20.00/hour
Credit for Master's only.....	\$350.00
Credit for Permanent Occupational Education Teaching Certificate received prior to Bachelor's Degree.....	\$350.00
Credit for Bachelor's Degree plus 30 graduate credits and permanent certification and 10 years of Agency service.	\$350.00

#### TEMPORARILY CERTIFIED TEACHERS

For the 1999-2000 school year, the temporarily certified teachers will be placed on the certified salary schedule on the next step from the 1998-99 temporarily certified salary schedule and be paid 88% of the certified schedule. In school year 200-2001 and thereafter, temporarily certified teachers will be paid 88% of the certified salary schedule at the appropriate step.

## APPENDIX B3

### SALARY SCHEDULE 2005-2006

<u>Step</u>	<u>Salary</u>
1	\$38,179
2	39,434
3	40,689
4	41,557
5	42,247
6	42,730
7	43,214
8	44,527
9	45,578
10	46,642
11	47,735
12	48,778
13	49,900
14	51,810
15	52,790
16	53,735
17	54,726
18	55,637
19	57,332
20	63,459

\*21 Off-step employees - Employees who were at step 20 in 2004-2005 will go to step 21 (off step) in 2005-2006 at the following salary: \$65,225. Employees who were off-step in 2004-2005 at the following salaries will receive the following salaries for 2005-2006:

<u>2004-2005</u>	<u>2005-2006</u>
\$63,464	\$65,225
\$64,291	\$66,076
\$65,135	\$66,942
\$65,993	\$67,825
\$66,311	\$68,151
\$67,052	\$68,912
\$68,480	\$70,381

Credit for graduate hours to a maximum of 60 hours earned prior to September 1, 1991.....	\$ 30.00/hour
Credit for graduate hours first earned after September 1, 1991.....	\$ 45.00/hour
Credit for inservice hours earned prior to July 1, 1990.....	\$10.00/hour
Credit for inservice hours earned after July 1, 1990.....	\$20.00/hour
Credit for Master's only.....	\$350.00
Credit for Permanent Occupational Education Teaching Certificate received prior to Bachelor's Degree.....	\$350.00
Credit for Bachelor's Degree plus 30 graduate credits and permanent certification and 10 years of Agency service.....	\$350.00

### TEMPORARILY CERTIFIED TEACHERS

For the 1999-2000 school year, the temporarily certified teachers will be placed on the certified salary schedule on the next step from the 1998-99 temporarily certified salary schedule and be paid 88% of the certified schedule. In school year 200-2001 and thereafter, temporarily certified teachers will be paid 88% of the certified salary schedule at the appropriate step.

APPENDIX B-4  
SALARY SCHEDULE – CERTIFIED TEACHERS  
2006-2007

<u>Step</u>	<u>Salary</u>
1	\$39,057
2	40,341
3	41,625
4	42,513
5	43,219
6	43,713
7	44,208
8	45,551
9	46,626
10	47,715
11	48,833
12	49,900
13	51,048
14	53,002
15	54,004
16	54,971
17	55,985
18	56,917
19	58,651
20	64,919

\*21 Off-step employees - Employees who were at step 20 in 2005-2006 will go to step 21 (off step) in 2006-2007 at the following salary: \$67,035. Employees who were off-step in 2005-2006 at the following salaries will receive the following salaries for 2006-2007:

<u>2005-2006</u>	<u>2006-2007</u>	
\$65,222	\$67,035	
\$66,076	\$67,910	
\$66,942	\$68,800	
\$67,825	\$69,707	
\$68,151	\$70,042	
\$68,912	\$70,824	
\$70,381	\$72,334	
Credit for graduate hours to a maximum of 60 hours earned prior to September 1, 1991.....		\$ 30.00/hour
Credit for graduate hours first earned after September 1, 1991.....		\$ 45.00/hour
Credit for inservice hours earned prior to July 1, 1990.....		\$10.00/hour
Credit for inservice hours earned after July 1, 1990.....		\$20.00/hour
Credit for Master's only.....		\$350.00
Credit for Permanent Occupational Education Teaching Certificate received prior to Bachelor's Degree.....		\$350.00
Credit for Bachelor's Degree plus 30 graduate credits and permanent certification and 10 years of Agency service.....		\$350.00

**TEMPORARILY CERTIFIED TEACHERS**

For the 1999-2000 school year, the temporarily certified teachers will be placed on the certified salary schedule on the next step from the 1998-99 temporarily certified salary schedule and be paid 88% of the certified schedule. In school year 200-2001 and thereafter, temporarily certified teachers will be paid 88% of the certified salary schedule at the appropriate step.

## APPENDIX C

### SICK LEAVE CONTRIBUTION FORM

Pursuant to Section 9.9 of the contract between the Rensselaer-Columbia-Greene Counties BOCES Teachers' Association and Rensselaer-Columbia-Greene Counties BOCES, I, the undersigned, hereby voluntarily contribute \_\_\_ days of individual sick leave to be deposited in the Sick Leave Bank. I understand that the days so contributed may not be withdrawn.

Name\_\_\_\_\_ Date\_\_\_\_\_

## APPENDIX D

### APPLICATION FOR SICK LEAVE FROM SICK LEAVE BANK

Pursuant to Section 9.9 of the contract between the Rensselaer-Columbia-Greene Counties BOCES Teachers' Association and the Rensselaer-Columbia-Greene Counties BOCES, I hereby apply for \_\_\_\_ days from the Employees' Sick Leave Bank.

Name \_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX E

### GRIEVANCE FORM

TO BE COMPLETED BY GRIEVANT OR HIS OR HER REPRESENTATIVE:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Work Location: \_\_\_\_\_ Supervisor: \_\_\_\_\_

State all provisions of Agreement involved:

Article \_\_\_\_\_ Sec. \_\_\_\_\_

Article \_\_\_\_\_ Sec. \_\_\_\_\_

#### STEP 1

Date of Occurrence: \_\_\_\_\_

Statement of facts: (Use additional sheets if required)

\_\_\_\_\_

\_\_\_\_\_

Remedy Sought:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date submitted: \_\_\_\_\_ Aggrieved employee: \_\_\_\_\_

Check to make sure all required information has been provided and give this form to your supervisor.

-----  

#### 1st STEP DECISION

Date Grievance Received: \_\_\_\_\_

Decision: (Use additional sheets if necessary) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Decision Issued:

\_\_\_\_\_

Supervisor: \_\_\_\_\_

## STEP 2 - APPEAL

(To be submitted to the Executive Officer within five working days of receipt of Step 1 decision or date Step 1 decision was due, whichever is earlier).

The decision at Step 1 of the grievance described on the reverse side is unsatisfactory. Short plain statement of the grievance: \_\_\_\_\_  
\_\_\_\_\_

Section(s) of the Agreement claimed to have been violated: \_\_\_\_\_

Remedy sought: \_\_\_\_\_

Date submitted: \_\_\_\_\_

Aggrieved employee: \_\_\_\_\_

A copy of this appeal shall also be sent to the Supervisor who issued the Step 1 decision.

---

## 2 STEP DECISION

Date received: \_\_\_\_\_

Determination Attached Date decision issued: \_\_\_\_\_

## STEP 3- APPEAL

(To be submitted to the Executive Officer within 10 working days of receipt of Step 2 decision or date Step 2 decision was due, whichever is earlier. Attach copies of all documents related to grievance).

Rensselaer-Columbia-Greene Counties BOCES Teachers' Association demands arbitration of the following issue:

Section(s) of the Agreement claimed to have been violated: \_\_\_\_\_

Remedy Sought: \_\_\_\_\_

Date submitted: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_