



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **St. Lawrence and Lewis Counties BOCES District and St. Lawrence-Lewis Counties BOCES Teachers Association (2004)**

Employer Name: **St. Lawrence and Lewis Counties BOCES District**

Union: **St. Lawrence-Lewis Counties BOCES Teachers Association**

Local:

Effective Date: **07/01/04**

Expiration Date: **06/30/10**

PERB ID Number: **6648**

Unit Size: **284**

Number of Pages: **45**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

NEGOTIATED AGREEMENT

between the

ST. LAWRENCE-LEWIS COUNTIES BOCES

TEACHERS' ASSOCIATION

and the

CHIEF SCHOOL OFFICER OF THE

BOARD OF COOPERATIVE EDUCATIONAL SERVICES

SOLE SUPERVISORY DISTRICT

ST. LAWRENCE AND LEWIS COUNTIES

July 1, 2004 - June 30, 2010

TABLE OF CONTENTS

		<u>Page</u>
	PREAMBLE	1
ARTICLE I	PROCEDURAL AGREEMENT	1
ARTICLE II	RECOGNITION	1
ARTICLE III	PRINCIPLES	2
	Section 1: Right to Join or Not to Join	2
	Section 2: Rights of Minorities and Individuals	2
ARTICLE IV	AREAS FOR NEGOTIATION AND AGREEMENT	2
ARTICLE V	PROCEDURES FOR CONDUCTING NEGOTIATIONS	2
	Section 1: Negotiating Teams	2
	Section 2: Opening Negotiations	3
	Section 3: Negotiation Procedures	3
	Section 4: Exchange of Information	3
	Section 5: Consultants	3
	Section 6: Committee Reports	3
	Section 7: Reaching Agreement	3
ARTICLE VI	PAYROLL DEDUCTION	4
ARTICLE VII	CONDITIONS OF EMPLOYMENT	4
	Section 1: Dismissal/Discipline	4
	Section 2: Civil Service Probation	5
	Section 3: Evaluation	5
	Section 4: Teacher/Professional Staff Performance Improvement Plan	5
	Section 5: Professional File	6
	Section 6: Release Time	6
	Section 7: Lunch Period	7
	Section 8: Vacancies	7
	Section 9: Administrative Function	8
	Section 10: Responsibility of Parties	8
	Section 11: Outside Contracting	9
ARTICLE VIII	GRIEVANCE PROCEDURE	9
	Preamble	9
	Section 1: Procedure	9
	Section 2: Implementation and Time Limits	11

Table of Contents, continued

	<u>Page</u>
ARTICLE IX	FRINGE BENEFITS 11
	Section 1: Death Leave 11
	Section 2: Professional Leave 12
	Section 3: Personal Business/Emergency Leave 12
	Section 4: Personal Injury Benefits 13
	Section 5: Sick Leave 13
	Section 6: Dependent Care Leave 15
	Section 7: Military Service and Leave 15
	Section 8: Sabbatical Leave 15
	Section 9: Jury Duty 17
	Section 10: Association Leave 17
	Section 11: Insurance 17
	Section 12: Sick Leave Bank 18
ARTICLE X	UNIT MEMBER PROTECTION 20
ARTICLE XI	SALARY 21
ARTICLE XII	LONGEVITY INCREMENT 26
ARTICLE XIII	JOINT STUDY COMMITTEE 28
ARTICLE XIV	NOTIFICATION RIGHTS 28
	Section 1: Tenure 28
	Section 2: Take-over/Take-back 28
	Section 3: Termination 28
ARTICLE XV	MISCELLANEOUS PROVISIONS 29
	Section 1: Mileage 29
	Section 2: Purchasing 29
	Section 3: BOCES Teachers' Association 29
	Section 4: Agency Fee 29
ARTICLE XVI	ORIENTATION 29
APPENDIX A	PAYROLL DEDUCTION FORM
APPENDIX B	GRIEVANCE FORM
APPENDIX C	REQUEST FOR BUSINESS/EMERGENCY LEAVE
APPENDIX D	SALARY SCHEDULES

PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1968 (the Public Employment Act), to encourage and increase effective and harmonious working relationships between the Board of Cooperative Educational Services of the Sole Supervisory District of St. Lawrence and Lewis Counties (hereinafter referred to as the Board) and its professional employees represented by the St. Lawrence-Lewis Counties BOCES Teachers' Association (hereinafter referred to as the Association) and to enable the professional employees more fully to participate in and contribute to the development of policies for the school district so that the cause of public education may best be served in the Sole Supervisory District of the St. Lawrence and Lewis Counties BOCES, this Agreement has been reached.

ARTICLE I - PROCEDURAL AGREEMENT

Pursuant to Article 14 of the State Civil Service Law, the St. Lawrence-Lewis Counties BOCES Teachers' Association and the Chief Executive Officer of the St. Lawrence and Lewis Counties BOCES hereby adopt the following Agreement covering procedures by which negotiating shall take place within said Organization.

This Agreement was signed and entered into by and between the CHIEF EXECUTIVE OFFICER OF THE ST. LAWRENCE AND LEWIS COUNTIES BOCES (hereinafter referred to as the Board) and the ST. LAWRENCE-LEWIS COUNTIES BOCES TEACHERS' ASSOCIATION (hereinafter referred to as the Association).

ARTICLE II - RECOGNITION

The Board, in order to recognize a teacher organization as an exclusive representative of teaching personnel, requires satisfactory evidence that the organization represents a majority of such employees. Such evidence shall be in the form of a notarized statement verifying membership support, signed designation cards, or dues deduction authorizations. In the event of a challenge, the Board will proceed according to the regulations of the Public Employment Relations Board established under Article 14 of the Civil Service Law. By virtue of satisfactory evidence submitted by the Association to the Board that the Association does represent the majority of the professional employees of the District, the Board hereby recognizes the Association as the exclusive agent for all regular and part-time personnel, including long-term substitutes as defined elsewhere in this Agreement, requiring professional certification, and occupational therapist, occupational therapy assistant, physical therapist, physical therapy assistant, registered nurse, and coordinator of regional transition coordination site, excluding hourly adult education teachers, teaching assistants, Administrative, Supervisory or Evaluative Personnel, and per diem substitutes.

The Board may request a list of all Association members no later than two weeks prior to the first pay period in October. This recognition shall continue in effect so long as the Association's active membership contains more than fifty percent (50%) of the total number of employees in the negotiating unit.

ARTICLE III - PRINCIPLES

Section 1: Right to Join or Not to Join

It is further recognized that unit members have the right to join, or not to join, the Association, but membership shall not be a prerequisite for employment or continuation of employment of any unit member.

Section 2: Rights of Minorities and Individuals

The legal rights inherent in the State School Code and in the rulings and regulations of the Commissioner of Education affecting certified personnel are in no way abridged by this Agreement.

ARTICLE IV - AREAS FOR NEGOTIATION AND AGREEMENT

The recognition constitutes an agreement between the Chief Executive Officer and the Association to reach mutual understanding regarding matters related to terms and conditions of employment as defined by PERB. The Board and the Association recognize that the BOCES is the legally constituted body responsible for the determination of policies covering all aspects of the St. Lawrence and Lewis Counties BOCES public schools. The Board recognizes that it must operate in accordance with all statutory provisions of the State and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

ARTICLE V - PROCEDURES FOR CONDUCTING NEGOTIATIONS

Section 1: Negotiating Teams

The Chief Executive Officer or his/her Board designated representatives will meet with representatives designated by the Association for the purpose of negotiating in order to reach satisfactory agreements.

Section 2: Opening Negotiations

Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than 15 days following such request. Such negotiations shall be opened on or before February 15. All issues proposed for negotiations shall be submitted in writing by the Association to the BOCES Chief Executive Officer or his/her delegated representative at the first meeting. The BOCES Chief Executive Officer shall submit in writing to the Association representative all additional issues upon which it wishes to negotiate no later than the second meeting. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed upon by the parties.

Section 3: Negotiation Procedures

The BOCES Chief Executive Officer or his/her delegates, shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counterproposals in an effort to reach an agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings as described in Section 2 above, such additional meetings shall be held until an impasse or agreement is reached. Meetings shall not exceed three (3) hours and shall be held at a time other than the regular school day.

Section 4: Exchange of Information

Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.

Section 5: Consultants

The parties may call upon consultants to assist in preparing for negotiations and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

Section 6: Committee Reports

The parties agree that, during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall not be released to the public as long as negotiations are proceeding favorably.

Section 7: Reaching Agreement

When agreement is reached covering the areas under negotiation, the proposed agreement shall be reduced to writing and submitted to the Association and the Board for approval. Following approval of the Association membership and by the Board, the Board will take action upon the agreement. This procedural agreement shall become effective when adopted as part of the total agreement.

ARTICLE VI - PAYROLL DEDUCTION

The Board of Education of the Board of Cooperative Educational Services of St. Lawrence and Lewis Counties agrees to deduct from the salaries of its unit members dues for the Board of Cooperative Educational Services Teachers' Association, the New York State United Teachers Association, the American Federation of Teachers, or any one of any combination of such Associations as said unit members, individually and voluntarily, authorize the Board to deduct.

A form, attached to this Agreement as Appendix A, shall be used for the purpose of such deductions.

In the event the Association changes the rate of its dues, the Board shall be given at least thirty (30) days notice before such change will become effective for the purpose of these deductions.

The dues shall be deducted over the full year's pay schedule beginning with the first pay period in October. No later than two (2) weeks prior to the first scheduled paycheck in October, the Association shall provide the Board with a list and the original signed dues authorization cards of those unit members who have voluntarily authorized the Board to deduct dues.

The Board of Education shall make every effort, following the final monthly pay period from which a dues deduction is made, to transmit the amount so deducted to the Treasurer of the St. Lawrence-Lewis Counties BOCES Teachers' Association by the 10th of the following month. The final transmittal shall be accomplished by a listing of the members for whom deductions have been made and the amount deducted for each. If deductions have been made for only a portion of the deduction period, the listing will show the date of commencement of such deductions.

A unit member may withdraw his/her authorization at any time by written notice received by the Board of Education at least two weeks prior to the effective pay period.

ARTICLE VII - CONDITIONS OF EMPLOYMENT

Section 1: Dismissal/Discipline

Dismissal and/or discipline will be governed by Due Process as follows:

Advise unit member of performance standard to be met in all areas of responsibility - instructional, extra-class, supervisory.

Warning the unit member in writing of failure to meet standards. Make specific suggestions for improvements in deficient areas. Advise him/her of the possibility of termination of probation, denial of tenure, or termination of employment.

Substantiate that, despite warning, unit member has consistently failed to correct deficiency through presentation of relevant and sufficient evidence.

In a case of grievance over unit member dismissal, either the Association or the District may request arbitration by a third party whose decision shall be binding. In such a grievance, the arbitrator shall be limited solely to questions of procedure and shall be constrained from ruling on questions of administrative judgment. A unit member who has received a permanent appointment to a Civil Service competitive class position will have the option of a Section 75 hearing in accordance with New York State Civil Service Law, rather than an arbitration.

Section 2: Civil Service Probation

Those unit members who are subject to a probationary appointment in accordance with New York State Civil Service Law, must successfully complete a twelve-month probation in order to be afforded permanent employment status.

Section 3: Evaluation

Unit members will be provided with a written copy of any evaluation. A follow-up conference with the evaluator shall be granted within a reasonable period of time, if requested by the unit member. In the written evaluation, weaknesses and/or strengths, if present, will be discussed. Suggestions for improving weaknesses must be given by the evaluator in writing.

Nothing in the above section pertaining to evaluation shall preclude the use by the administrator of incidental observations of unit member behavior, discipline, and performance of assigned instructional and/or supervisory responsibilities as part of the total evaluation of the unit member.

Such incidental evaluations, if they are to be used as part of the total evaluation of a unit member shall be reduced to writing and the unit member shall be given an opportunity to react prior to having the report placed in his/her file.

Section 4: Teacher/Professional Staff Performance Improvement Plan

Whenever an administrator has determined a teacher's overall performance, or a significant area of performance, to be unsatisfactory, the Teacher/Professional Staff Performance Improvement Plan shall be used. Determination of unsatisfactory performance shall be made and documented by a certified administrator using established methods of observation/evaluation.

Once such determination has been made, a Performance Improvement Plan shall be initiated and a conference scheduled with the teacher to obtain his/her input. The Teacher may request representation from The Teachers' association at this conference.

Once the Performance Improvement Plan has been developed, in consultation with the teacher, and signed by the staff member and administrator, it may be placed in the teacher's personnel file. The teacher has the right to comment on the plan and such comments will be attached to the plan.

An administrator may refer to the Performance Improvement Plan in an observation/evaluation. In such cases, a copy of the Performance Improvement Plan shall be attached to the observation/evaluation when it is placed in the personnel file.

When the outcome of the plan is evaluated, according to the schedule/date indicated in the plan, the results shall be documented in writing and placed in the teacher's personnel file.

Section 5: Professional File

A unit member shall be permitted to examine his/her own official professional file upon request and at a time to be arranged with his/her supervisor. No material pertaining to a unit member's conduct, performance, character, or service shall be placed in this file unless the unit member has been given the opportunity to examine such material and affix his/her signature. Material found to be incorrect will be removed from the folder, with the exception of questions of administrative judgment contained in evaluations of job performance.

A unit member's signature on any materials placed in the folder indicates neither approval nor disapproval of such materials. Such signature may not be withheld. Failure of a unit member to sign a copy of material to be placed in the file within fifteen (15) school days of its submission in person or by certified mail for signature shall be deemed a presumption that the unit member has examined the material. Material, other than evaluations of job performance, must be filed within thirty (30) school days of the occurrence or discovery of the event(s) or incident(s) giving rise to the document to be placed in the file. The thirty school day time limit for filing a document pertaining to a series of related incidents or an ongoing problem shall commence with the most recent incident or occurrence of the problem.

Section 6: Release Time

The timely development and completion of appropriate Individual Educational Programs (I.E.P.'s), is an essential responsibility of the special education teacher.

If it can be established to the satisfaction of the individual teacher's supervisor that sufficient time is not available at appropriate times to enable the teacher to

complete his/her I.E.P. responsibilities, release time may be provided during the school day, at the discretion of the Superintendent or his/her designee for this period.

At the discretion of the Superintendent or his/her designee, release time may be provided during the day for student case conferences for the purpose of coordinating student services.

Section 7: Lunch Period

All unit members will be allowed the mandatory consecutive thirty (30) minutes for lunch at a school without supervisory duties. Those unit members who have to travel shall be allotted sufficient time to do so in addition to the thirty (30) minutes.

Section 8: Vacancies

A) Notification and Transfer Rights

1) The Superintendent of Schools shall send a list of all known vacancies at all personnel levels to the Association President as soon as possible after vacancies occur.

2) Unit members wishing to change in grade or subject assignments or wishing to transfer to another building or department will file a written statement indicating their application for the position within one week after the vacancy occurs.

3) The list shall be kept up-to-date.

4) All other things being equal, a unit member will be given first consideration for any unit vacancy. The above notwithstanding, the Board of Education's decision in filling the position shall be final.

B) Filling Mid-Year Vacancies

Whenever a situation arises which results in a unit position becoming vacant during the course of the school year, the Board of Education shall have the right to make a temporary appointment to fill said position for the balance of the school year. Said appointment shall not confer probationary status upon the appointee, nor shall such appointment lead to tenure. In the event the individual receiving such temporary appointment is ultimately granted probationary status, time spent in the temporary appointment will be applied toward tenure.

C) Temporary Appointments Out of Tenure Area for Excessed Teachers

On an annual basis, teachers who are excessed shall be given "temporary appointments" to other teaching vacancies for which they are both certified and qualified, with the following stipulations:

- 1) Temporary appointments may only be made in tenure areas for which there is no preferred eligible list or in which the preferred eligible list has been exhausted before offering the position to anyone else.
- 2) Teachers receiving temporary appointments must have at least a satisfactory performance history with the BOCES based on evaluations contained in the personnel folder.
- 3) Temporary appointments shall begin September 1 or whenever the vacancy occurs and shall extend until June 30 of that school year.
- 4) Temporary appointments shall be offered first to teachers excessed in the current school year and then to teachers on the preferred eligible list who were excessed the previous year only. If more than one teacher is eligible, they shall be considered in order of seniority.
- 5) "Qualified" means, for the purpose of this Article, "having a reasonable expectation for success in the position" as determined by the administrator and/or department procedures where the vacancy occurs. If a shared decision making committee is involved in the hiring process, this group shall determine whether the eligible teacher is "qualified."

Section 9: Administrative Function

The administration of the affairs of the School District is the exclusive function of the Board acting through the Chief School Administrator provided, however, that in the exercise of such functions neither the Board nor the Chief School Administrator shall alter any of the provisions of this Agreement. The Board recognizes that there are many subjects which, while they are not negotiable items under the terms of Article 14 of the New York State Civil Service Law, are of interest to the members of the teaching profession. In an effort to promote harmony, to encourage cooperation, and to improve communication, the Board shall instruct its Chief School Administrator to continue the practice of keeping the faculty informed of all policy decisions wherever practicable. The Chief School Administrator shall have the authority to use a representative group of unit members, as chosen by the Association, for the purposes of announcing, discussing, or explaining changes in policy or procedure.

Section 10: Responsibility of Parties

In the selection of educational materials and in the determination of method of presentation, the Board and the Superintendent will make a sincere effort to allow teachers maximum academic freedom, consistent with the spirit of the joint Code of Ethics developed by the New York School Boards Association and the New York State United Teachers' Association, as well as with the policies of the State Education Department.

It shall be the joint responsibility of the Board and the Administrators to develop reasonable rules for student conduct, to support the unit member in the enforcement of such rules, to protect insofar as possible a unit member who is subjected to harassment of legal action as the result of carrying out an approved disciplinary policy. It shall be the responsibility of the unit member to use sound judgment in the application of discipline, and to act within the spirit of Board policy, Education Law, Civil Service Law, and the Teachers' Code of Ethics.

Section 11: Outside Contracting

In instances when BOCES contracts through an outside agency for services that are bargaining unit work:

- 1) Prior to entering into such outside contracts, the Association will be informed of recruitment efforts undertaken by the BOCES for the services;
- 2) The position in question will remain a unit position, subject to the collective bargaining agreement between the parties, including the entitlement to agency fee payment;
- 3) Any agreement between the parties regarding an instance of such outside contracting will be non-precedential.

ARTICLE VIII - GRIEVANCE PROCEDURE

Preamble

Should any differences arise between the Board and the Association as to the meaning and application of the provisions of this Agreement, there shall be no suspension of work on account of such differences, but an earnest effort shall be made to settle them promptly in the following manner:

Section 1: Procedure

Step 1 - Immediate Supervisor: Discussion between the aggrieved unit member and his/her immediate supervisor will be held. Every reasonable effort to adjust the grievance shall be made by the supervisor, the unit member and/or an Association representative. The grievance shall be presented on the agreed-upon form (attached to this Agreement as Appendix B) no later than thirty (30) days after the date of the occurrence and the supervisor shall give his/her reply to the grievance within three (3) school days of the date of the discussion.

Step 2 - Chief School Administrator: Discussion will be held between the aggrieved unit member and the Chief School Administrator, at which discussion the unit

member's supervisor, an Association representative, and appropriate witnesses may be present. Request for such Step 2 hearing shall be made by the aggrieved unit member submitting a written statement of the grievance to the Chief School Administrator no later than ten (10) days from the date of the Step 1 reply. Following the Step 2 hearing, the Chief School Administrator shall have five (5) school days in which to reply in writing to the grievance.

Step 3 - Board of Education: If the grievance remains unsettled, the Association shall have ten (10) days from the date of the Step 2 answer in which to appeal to the Board for a formal hearing. Such appeal shall be in writing and shall set forth the specific reasons for requesting such hearing. The Board shall schedule the hearing for the earliest possible time, but in any case not later than the next regularly scheduled Board meeting. The grievant shall be present at this hearing, with Association representation, and may examine any evidence offered relative to the grievance and may question witnesses. The Board shall notify the Association of its disposition of the grievance within two (2) weeks after the date of the hearing. The Association shall then have two (2) weeks in which it may appeal the grievance to Step 4.

Step 4 - Arbitration:

A) After such hearing, if the grievant and/or Association are not satisfied with the decision at Step 3, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Step 3.

B) Within five (5) school days after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

C) The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.

D) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power or authority to make any decision other than on grievances based upon specific items contained in the negotiated Agreement. His/Her authority shall be strictly limited to decisions based on the interpretation of the terms of the negotiated Agreement.

E) The decision of the arbitrator shall be final and binding upon all parties.

F) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

Section 2: Implementation and Time Limits

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

B) The Chief Executive Officer shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Step 1 and all written decisions at all steps. Official minutes will be kept at Board expense of all proceedings in Steps 2, 3, and 4, and either party may advise the appropriate hearing officer of any errors in said minutes. Any such claim of error in the minutes shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the aggrieved party, the grievance committee and the Board, but shall not be deemed a public record.

C) If a decision at one stage is not appealed to the next step of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

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

ARTICLE IX - FRINGE BENEFITS

Section 1: Death Leave

Absence from employment will be allowed without loss of pay because of a death in the member's immediate family, including parents, siblings, spouse, children, grandparents, grandchildren, in-laws or step family members in the preceding categories, and any person who, immediately preceding death, has been a member of the unit member's household. A unit member may request leave for up to five (5) days for each death, which need not be consecutive days, for the purpose of this section.

Section 2: Professional Leave

With advance administrative approval, a member may be permitted free time for attendance at bona fide educational and/or professional meetings and for professional visitations for the purpose of self-improvement or service to the profession at Board of Education expense, within budgetary limitations and in accordance with current practice.

Section 3: Personal Business/Emergency Leave

A) Unit members employed for the 1979-80 school year, or before, by BOCES will be allowed three (3) full days business or emergency leave per year.

B) Unit members employed for the 1980-81 school year, and after, by BOCES will be allowed one (1) full day business or emergency leave per year, accumulative to three (3) days of unused.

C) Unused business/emergency leave days will accumulate as sick leave.

D) Unit members covered by provision B, above, will have their accumulated sick leave adjusted, upon completion of three years of BOCES service, giving credit for three (3) days of business/emergency leave, less days used, retroactive to the first year of employment.

Leave under this provision is intended for use by unit members in circumstances of such a nature that they cannot be dealt with outside of the school day. Leave under this provision is NOT to be used to extend a holiday or vacation period, or for the purpose of obtaining more favorable travel arrangements, to engage in outside employment, or in conjunction with outside employment, or solely for sport or recreational purposes.

Requests for leave under this provision shall be submitted using the agreed upon form (attached as Appendix C) to the unit member's immediate supervisor, as far in advance as possible. Request shall contain verification by the unit member that the requested leave complies with the purpose and intent of this provision.

In emergency situations, request for leave may be made verbally to the unit member's supervisor; however, a formal, written leave request must be submitted within 48 hours of unit member's return from leave.

In the event a supervisor denies a unit member's request for personal business/emergency leave, the unit member may appeal the determination to the Association (in a manner to be determined by the Association). Upon hearing and investigating the appeal, the Association shall make a recommendation to the District Superintendent regarding the granting or denial of the leave request.

Should the time between the denial by a supervisor of a request for leave, and the date of such requested leave, fail to allow for completion of the appeal/recommendation process outlined above, the Association may recommend to the District Superintendent that requested leave be granted, with the explicit understanding that should a decision ultimately be reached, by the Association or the District Superintendent, that the purpose for which leave was taken was inappropriate, unit member shall lose a day's pay for each day of leave taken. Unit member shall have the right to appeal such a determination through the grievance procedure.

Should any difficulties arise, on the part of either party, concerning implementation and administration of this provision during the life of this Agreement, they shall be brought immediately to the attention of the Joint Study Committee, which shall make a good faith effort to resolve them.

Additionally, should either party determine that this provision is unsatisfactory, the provision shall terminate with this Agreement, and be replaced by the language concerning Business/Emergency Leave contained in the 1985-89 negotiated Agreement.

Section 4: Personal Injury Benefits

Whenever a unit member is absent from his/her employment and unable to perform his/her duties as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment and he/she received Workers' Compensation payments for such absence, he/she will be paid full salary up to 90 working days of absence from employment (less the amount of any Workers' Compensation award made for temporary disability due to said injury) and no part of such absence shall be charged to his/her annual or accumulated sick leave. The School District shall reimburse unit members for reasonable costs of replacing or repairing dentures, eyeglasses, hearing aids, or similar bodily appurtenances not covered by Workers' Compensation which are damaged, destroyed or lost as a result of an injury sustained in the course of the unit member's employment.

Section 5: Sick Leave

Each 10, 11 and 12 month unit member shall be granted respectively 13, 14 and 15 days sick leave per year. Such leave shall be cumulative with full pay for personal and family sickness, to include no more than 10 consecutive days for family illness, to a maximum of two hundred (200) days.

A) Unit members employed for the 1979-80 school year, or before, or with three or more years of BOCES service will receive full sick leave credit for the ensuing year of employment beginning the first day of employment. Unit members employed for the 1980-81 school year by BOCES, and after, shall earn one (1) day sick leave for each month of service the first three years of employment; beginning with the fourth year of employment, each 10, 11 and 12 month unit member shall be granted respectively 13,

14 and 15 days sick leave per year. Unused sick leave will be cumulative and credited at the beginning of each school year.

B) Leave taken under the terms of this provision shall be for personal illness of such a nature that the unit member is unable to perform adequately his/her regularly assigned duties. Sick leave may also be used for bona fide medical or dental appointments which cannot be scheduled outside working hours.

Leave taken for family illness shall be limited to situations demanding the immediate personal attendance and attention of the unit member. Such leave may not be taken to accompany family members for rest, recuperation, or rehabilitation.

In the event the Administration has reasonable cause to suspect a unit member has misused or abused the terms of the provision, the unit member may be required to substantiate that leave taken under the provisions of this clause is in conformance with the intent of its terms.

This substantiation may take the form of a doctor's certification and/or a sworn written statement by the unit member that leave taken was in compliance with the terms of this clause.

The above language will be controlling, except in cases where additional leave and/or benefits may be available under the Family and Medical Leave Act of 1993.

C) 403(b) Employer Non-Elective Contribution – Sick Leave Conversion: Unit members shall, as a deposit to their 403(b) account, receive an employer non-elective contribution in an amount equal to \$50 for each day of accumulated sick leave, to the maximum allowable in Section 5 above, including any days donated to the sick leave bank, upon leaving the employ of the District, subject to the following conditions:

1) Unit member must be eligible for retirement without penalty under the Teachers' Retirement System of Employees' Retirement System and be at least in the tenth (10th) year of credited BOCES service, or be at least in the fifteenth (15th) year of credited BOCES service.

2) Unit member must submit his or her resignation in writing to the District Superintendent by November 1st of the school year in which the resignation is to be effective, but in no case shall notification of resignation be less than thirty (30) days prior to effective date.

3) 403(b) employer non-elective contribution shall be contributed no later than July 31 following the last day of service and in accordance with, and subject to the conditions outlined in Article XII, Section B.

D) Extended Sick Leave: Extended sick leave will be granted up to one year without pay on doctor's authorization. The accumulated sick leave will be paid at the option of the unit member. Tenure status will remain the same as in effect at the time sick leave began.

Section 6: Dependent Care Leave

Upon request, unit members may be granted an unpaid leave of absence for up to one (1) year for the purpose of dependent care. Tenure and pay status will be frozen during the period this leave is in effect.

The above language will be controlling, except in cases where additional leave and/or benefits may be available under the Family and Medical Leave Act of 1993.

Section 7: Military Service and Leave

A) A unit member who is inducted or enlists in the Armed Forces of the United States shall have his/her position held open for ninety (90) days after separation from service. Within that ninety-day period, he/she must submit a letter of intent to return to the same position from which he/she left to enter the service. On return to the system, his/her salary step shall be the same as if he/she had remained in the BOCES system. Time allowed for duty shall not exceed three (3) years.

B) A unit member engaged in ordered military duty during term of employment will be granted up to thirty (30) days leave without loss of pay, tenure status or accumulated sick days.

Section 8: Sabbatical Leave

At the recommendation of the District Superintendent and with the concurrence of the Board of Cooperative Educational Services, sabbatical leave of absence will be granted for approved study, and/or additional educational training in their field to members of the Teachers' Association, subject to the following conditions:

A) The unit member must have completed seven (7) consecutive years of service in the St. Lawrence and Lewis Counties BOCES educational system.

B) Sabbatical leave should be granted to no more than 5% of the unit members during any one year.

C) In the case of shared service or itinerant unit members, prior approval of the component districts' Boards of Education served shall also be obtained by the unit members concerned.

D) A written application, including a proposed plan, shall be filed with the Board of Cooperative Educational Services no later than February 1st preceding the school year for which sabbatical leave is requested.

E) Other factors to be considered in selecting applicants and granting sabbatical leaves are as follows:

- 1) Length of service;

- 2) Availability of qualified substitutes;
- 3) Provisional certification of applicant.

F) Sabbatical leave may take one of the following three (3) forms:

- 1) One full year of leave with one-half of regular pay under the existing salary schedule for that year;
- 2) One-half year of leave with full regular pay under the existing salary schedule for that year;
- 3) Two summers at full monthly pay based on the existing salary schedule for that year, said two months not necessarily in consecutive order.

G) With the exception of F) 3), above, the sabbatical leave will be counted as continuous service.

H) Applicants for sabbatical leaves will be notified by the Board of Cooperative Educational Services within two (2) months of the last date for the filing of an application as to the action of the Board.

I) Contributions to retirement and health insurance shall continue during the entire period of granting sabbatical leave.

J) Leave would not be granted to a given unit member more than once every seven (7) years.

K) Prior to the granting of sabbatical leave of absence, a unit member shall enter into written agreement that upon the termination of such leave, he/she will return to service in the Board of Cooperative Education, St. Lawrence and Lewis Counties system, for a period equal to twice the length of the leave. In default of completing such service, he/she shall refund to the Board an amount equal to such proportion of salary received by him/her while on leave as the amount of service agreed to be rendered unless said default is due to illness, disability, discharge, death, or other circumstances beyond the control of the individual.

L) Upon return from sabbatical leave, a unit member's salary shall be the same as he/she would have received had the period of leave been spent in the BOCES system and he/she shall be returned to the same position held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

M) Written report or transcript submitted on return upon the request of the District Superintendent.

N) Sabbatical leave would be included as year of service with all benefits of regularly employed unit members.

Section 9: Jury Duty

Jury duty shall constitute a legal reason for absence without loss of sick time or pay.

Section 10: Association Leave

The President of the St. Lawrence-Lewis Counties BOCES Teachers' Association, or his/her designee shall be granted annually six (6) days of release time for Association business. The Association shall assume full cost of the substitute for days in excess of three (3). This release time is contingent upon prior advance notification of the immediate supervisor by the regular unit member requesting release and the availability of a substitute. In all cases, the selection and notification of said substitute will be the responsibility of the BOCES administrator.

It is agreed by the parties that the Association President will be granted, on an annual basis, Association release time which may consist of up to 20% of the President's regularly scheduled work year.

The Association will assume financial responsibility for all such release time. In those situations where a substitute is assigned to cover release time, the Association will reimburse the BOCES at the long-term substitute rate for salary and fringe benefits; when the President's duties are such that no substitute is assigned, the Association will be responsible for any additional costs incurred as a result of shifting unit member assignments to cover the reduced caseload of the President.

Release time will be scheduled on an annual basis, subject to the parties' mutual agreement. Such scheduling shall be within a reasonable time following the election of the Association President and shall be completed prior to implementation.

Section 11: Insurance

A) Health Insurance

Effective July 1, 2006, active unit members shall assume 2% of the health insurance premium cost for individual/dependent enrollment; effective July 1, 2007, active unit members shall assume 4% of the health insurance premium cost for individual/dependent enrollment; effective July 1, 2008, active unit members shall assume 6% of the health insurance premium cost for individual/dependent enrollment; effective July 1, 2009, active unit members shall assume 8% of the health insurance premium cost for individual/dependent enrollment.

Beginning July 1, 1985, the District shall pay 100% of health insurance for retired unit members and 75% of the cost of health insurance for their dependents. Coverage shall be retroactive to apply to unit members who retired at the end of the 1984-85 school year or later.

The District will continue to provide health insurance benefits to dependents of bargaining unit members who become deceased while in service to the District for a period of one (1) year from date of death.

During negotiations for a successor agreement to the 2004-2010 agreement, neither party may demand to negotiate a change in insurance costs or benefits.

B) Dental/Optical Insurance

Each fiscal year, four hundred dollars (\$400) per bargaining unit member shall be allocated to the Association for Dental insurance, and two hundred dollars (\$200) per bargaining unit member shall be allocated to the Association for Optical insurance. These funds shall be transmitted directly to the Association by the BOCES no later than October 1 of each year. Details of the dental/optical plan are the sole responsibility of the Association; however, verification of Association enrollment and the plan document will be provided to the BOCES at the time of receipt of monies each year.

Section 12: Sick Leave Bank

A) Purpose: The "bank" exists to assist a qualified bargaining unit member, regardless of whether a member of the St. Lawrence-Lewis Counties BOCES Teachers' Association, who has exhausted his or her accumulated sick leave and is faced with a catastrophic illness or injury, long term in nature. Examples: cardiac bypass surgery; serious automobile accident; cancer; or, extreme complications arising from childbirth. It is not the purpose of the bank to be used for: common cold or flu; child rearing; common family illnesses; elective or cosmetic surgery; uncomplicated maternity disability; or, minor illnesses or disabilities of any kind.

Leave from the bank will be available for serious personal and serious family illness. It may be granted to an individual who is a bargaining unit member, who has donated sick days to the sick leave bank, and who can substantiate his or her request with a doctor's statement of illness. Applications for sick leave bank benefits shall be made in writing to the bank's executive committee and shall be accompanied by a copy of his or her attendance record for the past three (3) years. These records are available, upon request, from the unit member's immediate supervisor.

B) Eligibility to Join:

1) Any unit member electing to join the sick leave bank shall submit the appropriate application form to the Secretary of the Teachers' Association at the first meeting in September or by the second pay period. Newly employed unit members will submit the same application within thirty (30) days of being hired. Each individual unit member electing to join shall donate two (2) days of accumulated sick leave.

Any current unit member or new hire not electing to join the bank within thirty (30) days of eligibility shall not be eligible again until the following September.

2) Any unit member who joins the sick leave bank will remain a member until such time as that unit member notifies the Teachers' Association Secretary in writing that he or she no longer wishes to participate in the bank. Any member who resigns shall not be eligible to withdraw any days donated to the bank.

All donated days must come from current accumulated leaves, and each member will donate an equal number of days.

3) Should a unit member become ill prior to electing to join the sick leave bank, that unit member is not eligible to draw from the bank for said illness.

4) A review committee comprised of the executive committee (President, Vice President and Treasurer of the Teachers' Association) shall determine eligibility for withdrawal of days from the bank.

The committee shall have the authority to grant days in any situation it deems to be totally unique and of an emergency nature. Decisions of the committee shall be a majority decision of the committee and all decisions of the committee shall be final.

It is understood that no decision of the committee shall be subject to the grievance procedure.

The Teachers' Association Secretary shall be a non-voting member. In the event that the applicant to the bank is a committee member or if any member is absent, the Secretary shall become a voting member and replace the committee member in the consideration of the application.

Applicants will be notified of the committee's decision by a committee member.

5) The Association shall transmit accurate, up-to-date records to the District Office on a monthly basis of all sick leave bank activity.

6) The Association shall be solely and totally responsible for the operation, enforcement and policing of the bank and for the maintenance of all records pertaining to the bank. The Association may coordinate accounting procedures with the District Office and publish a list of individual members of the bank and their total donations, date joined, days granted, active or inactive.

C) Procedure for Requesting Sick Bank Leave - To be eligible, the unit member must:

1) Have exhausted his or her sick leave;

- 2) Have at least ten (10) sick days accrued prior to serious illness (except for first year unit members who must have at least 5 days accrued);
- 3) Have donated the required number of sick days;
- 4) Make a request in writing to the executive committee;
- 5) Accompany such request with a copy of his or her attendance record for the past three (3) years (these records are available, upon request, from the unit member's immediate supervisor);
- 6) Substantiate his or her illness with a doctor's statement.

D) The executive committee may grant, as a maximum, the following benefits to members eligible to participate:

- 1st year of service - 5 days
- 2nd year of service - 15 days
- 3rd year of service - 30 days
- 4th year of service - 50 days
- 5th year of service - 75 days
- 6th year of service - 100 days
- 7th year of service - 140 days
- 8th year of service - 180 days

The unit member who has participated in the sick leave bank and used the maximum for which he or she is eligible, may continue to draw benefits from the sick leave bank under extenuating circumstances upon recommendation of the executive committee. In the case of recurrent absences resulting from the same illness, once the unit member has used the maximum number of days to which he or she is entitled, subsequent use of the sick leave bank as a result of the recurrence of the same illness can only occur upon the recommendation of the executive committee.

E) THIS BANK EXISTS TO ASSIST UNIT MEMBERS IN TIME OF EMERGENCY AND NOT AS A GUARANTEE OF PERPETUAL SALARY.

ARTICLE X - UNIT MEMBER PROTECTION

Section 1

Unit members will immediately report assault and harassment suffered by them in connection with their employment to their principal or immediate supervisor, in writing. This report will be forwarded to the Superintendent who will comply with any reasonable

request from the unit member for information in his/her possession relating to the incident or the person involved. The Board agrees to hold unit members harmless from a financial loss arising out of any claim, demand, suit or judgment by reason of any act or omission to act by such unit member within or without the school building, provided such unit member, at the time of the act or omission was acting in the discharge of his/her duties within the scope of his/her employment or under the direction of the Board. The Board shall provide an attorney or attorneys for such unit member and pay such attorney's fees and expenses necessarily incurred as above provided. This shall include financial loss resulting to a unit member for taking students on trips authorized by the Administration or the BOCES District, provided the unit member was acting in the discharge of his/her duties within the scope of his/her employment.

Unit members shall notify the Superintendent of any accident or claim against them which might be covered by this Section as soon as possible, but in no case later than ten (10) days after the accident occurs or the unit member knows of the claim. In addition, a unit member shall not be entitled to the protection of this Article unless within ten (10) days of the time he/she is served with any summons, complaint, process, notice, demand, or pleading, he/she shall deliver the original or a copy thereof to the Superintendent. The School District shall reimburse unit members for reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a unit member while the unit member was acting in the discharge of his/her duties within the scope of this employment.

ARTICLE XI - SALARY

A) Salary schedules are attached as Appendix D.

B) Pay for Approved Hours

1) Pay for approved hours is \$30.00 per hour in blocks of three (3) hours to a maximum of 90 hours beyond provisional certification and/or graduate level hours for unit members employed during the 1979-80 school year.

2) Unit members employed for service beginning July 1, 1980, shall be paid \$30.00 per approved hour in blocks of three (3) hours to a maximum of sixty (60) hours beyond provisional certification and/or graduate level hours; provided, however, that in the event the required Master's Degree for a unit member's certification/assignment area consists of more than sixty (60) graduate hours, those additional required hours will be paid pursuant to this provision.

Approved hours shall automatically apply to graduate work taken in a unit member's present area of certification and/or assignment. Work taken outside current area of certification and/or assignment, undergraduate hours, workshops or in-service work must have approval of the District Superintendent or his/her

designee. This shall apply only to hours claimed for salary credit that are completed after July 1, 1980.

3) Proof of successful completion of approved hours should be submitted for payment by March 1 of the school year for which payment is claimed. Payment shall commence with submission of proof of completion and shall not be retroactive beyond the school year during which claim for payment is presented.

C) Master's Degree

1) Unit members employed or on approved leave during the 1984-85 school year who were paid for a Master's Degree shall receive an additional \$160 for the Master's Degree, added to the dollar amount received for a Master's Degree in 1988-89.

2) Unit members employed for service beginning on or after July 1, 1985, shall be paid \$600 for the Master's Degree.

D) Physical Therapists, Occupational Therapists, Physical Therapy Assistants, Occupational Therapy Assistants, Registered Nurses, and Coordinator of Regional Transition Coordination Site

1) Sections B and C, above, regarding payment of hours and degrees, shall apply to only those unit members in the above titles hired after July 1, 2000.

E) The eleven-month unit member shall be paid one-tenth of his/her regular annual salary in addition to his/her regular salary.

F) The twelve-month unit member shall be paid two-tenths of his/her regular annual salary in addition to his/her regular salary.

G) The salary of a Physical Therapy Assistant or an Occupational Therapy Assistant shall be 80% of the amount of a given salary step which shall be determined by years of credited service.

H) The Board of Cooperative Educational Services reserves the right to assign an index not to exceed 1.1 of the assigned step salary to teachers in the areas of psychology, speech therapy, and guidance. Only teachers with a Master's Degree will be considered for this index.

I) The Board may grant prior service steps for trade experience or teaching experience.

J) Department chairs will receive, effective with the 1996-97 school year, an annual stipend of \$150 for each tenured teacher supervised by that chair, and \$200 for each non-tenured teacher supervised. Two "half-time" teachers shall be considered as one full-time teacher.

K) Long-Term Substitutes

1) A long-term substitute will be defined as someone employed for more than twenty-five (25) consecutive work days in a specific assignment. This is not for the purpose of filling a vacancy.

2) Rate of pay will be 1/200th of the base rate for a certified or non-certified teacher dependent upon the substitute's certification status.

3) If a substitute becomes eligible for long-term substitute pay, this rate would be retroactive to the beginning of employment in that specific assignment.

4) Substitutes would not be eligible for any fringe benefits except those mandated by law, such as Social Security, etc.

L) Compensation for In-Service Work Completed by Unit Members - Unit members shall receive payment for successful completion of in-service work, subject to the following conditions:

1) Work shall have prior written approval of the unit member's Division Director, utilizing the form to be provided by the BOCES.

2) Work must be completed outside the normal workday.

3) Unit member may not receive any other payment or stipend for work to be claimed under this provision.

4) Fifteen (15) hours of "seat time" shall be equivalent to one (1) credit. In-service work constituting a minimum of three (3) hours of "seat time" may be accumulated until fifteen (15) hours are reached, at which time they may be presented for credit.

5) Documentation of successful completion must be obtained from the in-service provider and shall be the responsibility of the unit member claiming credit.

Rate of compensation shall be three (3) times the current graduate hour rate (3 x \$30/hr), for each in-service credit, or \$90 for 1989-90, retroactive to September 1, 1989.

Payment shall be a one-time payment and will be made through payroll.

Nothing contained in this memorandum of understanding shall add to or detract from existing contractual language pertaining to salary credit for additional professional study.

Work compensated for under the terms of this section shall not be eligible for compensation under any other existing provisions of contract or policy, and shall not count toward the total number of hours of credit for which a unit member may be compensated under the negotiated agreement.

M) The Master Teacher Professional Service Option provides up to \$10,000 in additional salary in exchange for the completion of approved service to the St. Lawrence-Lewis BOCES.

1) This option may be requested once during the unit member's employment, subject to the following conditions:

a) The unit member must have a minimum of 15 years actual (not credited) service with the St. Lawrence-Lewis BOCES.

b) A proposal must be submitted by January 30 of the school year prior to implementation of the service.

c) The unit member may not receive the longevity increment if the Master Teacher Professional Service Option has been received.

2) The Board of Education, upon the recommendation of the District Superintendent, may waive the length of service or time frame requirements outlined in paragraphs 1)a) and b) above.

3) The types of service which may be included in a proposal are as follows:

a) Mentoring other unit members (new unit members or those needing specific assistance);

b) Providing inservice training to other unit members in an area of expertise;

c) Doing curriculum development individually or as part of a team;

d) An individual proposal made by the unit member;

e) A proposal suggested by the BOCES.

4) Procedures for submitting a proposal are as follows:

a) A unit member submits a written proposal to the District Superintendent.

b) The proposal is reviewed by a committee made up of the Joint Study Committee, the individual unit member, and the unit member's immediate supervisor.

c) The final decision on approving or rejecting the proposal rests with the District Superintendent.

d) If the proposal is approved, it becomes the unit member's Service Plan.

e) If the proposal is rejected, the unit member may:

1) go back to the committee with a revised proposal until acceptable, or

2) withdraw the request for the Master Teacher Professional Service Option. In this case, the Longevity Increment would still be available to the unit member, if conditions are met.

5) Service Requirements

a) Service would be provided for the equivalent of 30-50 days, depending on the unit member's per diem salary.

b) Service can be rendered in the summer or during the school year (outside the school day/calendar).

c) Service may be spread out over more than one school year, but not more than three years.

6) Accountability:

a) The unit member shall forward a written interim report to the Joint Study Committee on an agreed upon date.

b) If the unit member's service obligation, as outlined in the individual's approved service plan, is not completed, all or part of the \$10,000 can be withheld or revoked upon the recommendation of the immediate supervisor to the Joint Study Committee. Following such notification, a decision regarding the amount of money to be withheld or revoked would be made by the Committee.

N) For the 1998-99 school year and thereafter, until changed by mutual agreement:

1) ASHA-certified speech therapists who are providing Medicaid reimbursable services for students on their own caseload will be reimbursed for their ASHA dues;

2) ASHA-certified speech therapists providing direction to non-ASHA certified therapists for Medicaid reimbursable services for students not on their

own caseload will be reimbursed for their ASHA dues and will receive \$200.00 for the first 1-5 students, and \$25.00 per each remaining student.

ARTICLE XII – LONGEVITY INCREMENT

A) 403(b) Employer Non-Elective Contribution - Longevity Increment

1) All unit members shall be eligible for a 403(b) employer non-elective contribution of \$10,000, subject to the following conditions:

a) Unit member must submit an irrevocable letter of resignation no later than one year prior to the effective date of resignation for option 2)a). For option 2)b), unit member must submit an irrevocable letter of resignation by January 1 of the school year immediately preceding that such contribution will be contributed.

b) Unit member must be eligible for retirement without penalty under the Teachers' Retirement System or Employees' Retirement System.

c) Unit member must have a minimum of 15 years actual (not credited) service with the St. Lawrence-Lewis BOCES.

2) Unit member may elect that such contribution be contributed in one of the following ways:

a) A one-time contribution no later than July 31 following effective date of resignation.

b) A one-time contribution made in either the third, fourth or fifth year immediately preceding effective date of resignation.

3) The Board of Education, upon the recommendation of the Superintendent, may waive the age, length of service, or time frame requirements outlined in paragraphs 1)a), b) and c) above.

4) A unit member electing to resign prior to retirement eligibility without penalty shall be permitted to continue existing health insurance coverage at his/her own expense until eligible for coverage as set forth in Article IX, Section 11.

B) Employer 403(b) non-elective contributions under Article IX, Section 5C and Article XII, Section A, shall be contributed in accordance with, and subject to the following conditions:

1) No Cash Option: No employee may receive cash in lieu of or as an alternative to any of the employer's non-elective contribution(s) described herein.

2) Contribution Limitations: In any applicable year, the maximum employer contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the IRS Code, as adjusted for cost-of-living increases. For employer non-elective contributions made post-employment to former employee's 403(b) account, the contribution limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code.

In the event that the calculation of the employer non-elective contribution referenced in either Article IX, Section 5C, or Article XII, Section A, exceeds the applicable contribution limits, the employer shall first make an employer non-elective contribution up to the contribution limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the employee. In no instance shall the employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the contribution limit of the *Internal Revenue Code* is fully met through payment of the employer's non-elective contribution. In no case shall the employer non-elective contribution exceed the contribution limit of the *Internal Revenue Code*.

3) 403(b) Accounts: Employer contributions shall be deposited into the NYSUT endorsed 403(b) provider offered through ING Life Insurance and Annuity Company, in the name of the employee. If ING is no longer accepting employer non-elective contributions per this agreement, the employer and the Association shall agree upon an alternative 403(b) provider to receive such contributions.

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

5) This section shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.

6) This section shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of employer non-elective contributions.

Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both elective and employer non-elective contributions and the amount of the participant's includible compensation.

ARTICLE XIII - JOINT STUDY COMMITTEE

Section 1

It is agreed that a committee of members of the Board of Education and/or members of the administrative staff and members of the Association be established for the term of this contract to study mutual problems related to terms and conditions of employment and education as such problems may arise.

ARTICLE XIV - NOTIFICATION RIGHTS

Section 1: Tenure

It is agreed that teachers eligible for tenure will be notified in writing as to whether they will be recommended for tenure before the regular Board meeting in April in the year of eligibility.

Section 2: Take-over/Take-back

A teacher employed by BOCES who has had his/her position abolished or taken over by a participating school and then rehired by BOCES without lapse of time and in the same type of position will retain his/her BOCES tenure rights, accumulated sick days and step on the salary schedule.

Section 3: Termination

The Board of Cooperative Educational Services will notify unit members whose services will be terminated due to needs, as established by home school requests, as soon as possible, and in no case later than June 1st of the preceding year.

In the case of federally or state funded programs, notification will be made immediately upon the District receiving knowledge of the status of funding for the following year.

ARTICLE XV - MISCELLANEOUS PROVISIONS

Section 1: Mileage

Unit members will be reimbursed at the board-approved IRS mileage rate in effect as of July 1st of the current fiscal year for any and all approved travel when a school vehicle is not available and a privately owned vehicle must be used.

Section 2: Purchasing

It is agreed, subject to Board policy concerning requisitions and purchase orders, that budget funds allocated for each department be approved for use by that department throughout the school year.

Section 3: BOCES Teachers' Association

1) It is agreed that the Association shall be allowed the use of all District plant facilities for Association meetings without cost to the Association, provided that such does not conflict with the normal functions of such facilities.

2) An information packet supplied by the BOCES Teachers' Association will be given to each new unit member when he/she receives his/her contract.

Section 4: Agency Fee

The BOCES District shall deduct from the wage or salary of employees in the bargaining unit who are not members of the St. Lawrence-Lewis Counties BOCES Teachers' Association the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Teachers' Association, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the St. Lawrence-Lewis Counties BOCES Teachers' Association maintains such procedure.

The agency shop fee deduction shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article of this Agreement.

ARTICLE XVI - ORIENTATION

Unless otherwise agreed by both parties, unit member orientation prior to the opening of school for students will be scheduled as follows:

A) All unit members will report to the appropriate district for morning meetings and orientations as necessary on the TUESDAY following Labor Day.

B) All unit members will report in the afternoon where scheduled for BOCES orientation.

C) BOCES will allow the Teachers' Association sufficient time prior to commencement of BOCES orientation to conduct necessary Association business.

D) Lunch will be available at the BOCES orientation site.

E) Every effort will be made to conclude the orientation by 4:30 p.m.

F) Should either party determine that this provision is unsatisfactory, the provision shall terminate and be replaced by the language of the 1985-89 agreement, Article XIV, Section 3, Subsections 1), 2) and 3).

For the Association:

For the BOCES:

Carrie Dickinson, Co-President
SLL BOCES Teachers Association

Linda R. Gush, PH.D., District Superintendent
St. Lawrence-Lewis BOCES

Lucinda Hart, Co-President
SLL BOCES Teachers Association

Date: _____

Date: _____

APPENDIX A - PAYROLL DEDUCTION FORM

TEACHERS' ASSOCIATION

St. Lawrence-Lewis Counties Board of Cooperative Educational Services

To: Board of Education of St. Lawrence and Lewis Counties
Board of Cooperative Educational Services:

Designation and Payroll Deduction Authorization

Last Name

First Name

Middle Initial

Building

Address

I hereby authorize you to deduct from my salary, dues to the St. Lawrence-Lewis Counties Teachers' Association in the amount certified by the Association.

Signature

Date

APPENDIX B - GRIEVANCE FORM

TEACHERS' ASSOCIATION

St. Lawrence-Lewis Counties Board of Cooperative Educational Services

Date of Filing

1. Grievant

2. Position _____ Building

3. Alleged Violation

4. Time, Date, Place of Occurrence

5. Statement of the Grievance

6. Redress Sought

7. Signature of Grievant

APPENDIX C
TEACHERS' ASSOCIATION
REQUEST FOR BUSINESS/EMERGENCY LEAVE

NAME

Please Print

DATE OF REQUESTED BUSINESS/EMERGENCY LEAVE

I hereby state that this requested leave is in keeping with the intent of the Negotiated Agreement, Article IX, Section 3.

Unit member's signature

Date

____ APPROVED

____ DENIED

Supervisor's signature

Date

APPENDIX D - SALARY SCHEDULES

<u>Step</u>	<u>2004-2005 Base Salary</u>	For 2004-2005, unit members off-schedule shall receive the following base salaries:	
1	33,000	20 th year of credited service	49,234
2	33,686	21 st year of credited service	50,234
3	34,498	22 nd year of credited service	51,623
4	35,191	23 rd year of credited service	52,771
5	35,884	24 th year of credited service	54,287
6	36,770	25 th year of credited service	55,784
7	37,549	26 th year of credited service	57,199
8	38,545	27 th year of credited service	58,735
9	39,325	28 th year of credited service	60,219
10	40,133	29 th year of credited service	61,934
11	41,005	30 th year of credited service	63,609
12	41,634	31 st year of credited service	65,044
13	42,284	32 nd year of credited service	66,479
14	43,134		
15	44,198		
16	44,991		
17	46,244		
18	47,029		
19	48,134		

Uncertified teachers shall be paid .94 times the salary commensurate with years of credited service.

<u>Step</u>	<u>2005-2006 Base Salary</u>	For 2005-2006, unit members off-schedule shall receive the following base salaries:	
1	33,500	20 th year of credited service	49,595
2	34,000	21 st year of credited service	50,603
3	34,752	22 nd year of credited service	52,002
4	35,449	23 rd year of credited service	53,158
5	36,147	24 th year of credited service	54,685
6	37,040	25 th year of credited service	56,193
7	37,824	26 th year of credited service	57,619
8	38,828	27 th year of credited service	59,166
9	39,614	28 th year of credited service	60,661
10	40,427	29 th year of credited service	62,388
11	41,306	30 th year of credited service	64,076
12	41,939	31 st year of credited service	65,526
13	42,594	32 nd year of credited service	66,976
14	43,450	33 rd year of credited service	68,426
15	44,522		
16	45,323		
17	46,583		
18	47,374		
19	48,487		

Uncertified teachers shall be paid .94 times the salary commensurate with years of credited service.

<u>Step</u>	<u>2006-2007 Base Salary</u>	For 2006-2007, unit members off-schedule shall receive the following base salaries:	
1	34,300	20 th year of credited service	50,604
2	34,900	21 st year of credited service	51,770
3	35,400	22 nd year of credited service	52,870
4	36,130	23 rd year of credited service	54,270
5	36,863	24 th year of credited service	55,484
6	37,600	25 th year of credited service	56,981
7	38,492	26 th year of credited service	58,463
8	39,306	27 th year of credited service	59,883
9	40,294	28 th year of credited service	61,395
10	41,123	29 th year of credited service	62,868
11	41,979	30 th year of credited service	64,368
12	42,892	31 st year of credited service	65,862
13	43,625	32 nd year of credited service	67,356
14	44,383	33 rd year of credited service	68,850
15	45,302	34 th year of credited service	70,344
16	46,394		
17	47,287		
18	48,540		
19	49,444		

Uncertified teachers shall be paid .94 times the salary commensurate with years of credited service.

<u>Step</u>	<u>2007-2008 Base Salary</u>	For 2007-2008, unit members off-schedule shall receive the following base salaries:	
1	35,091	20 th year of credited service	51,606
2	35,700	21 st year of credited service	52,826
3	36,300	22 nd year of credited service	54,086
4	36,800	23 rd year of credited service	55,186
5	37,575	24 th year of credited service	56,646
6	38,347	25 th year of credited service	57,829
7	39,082	26 th year of credited service	59,299
8	40,005	27 th year of credited service	60,776
9	40,803	28 th year of credited service	62,160
10	41,834	29 th year of credited service	63,649
11	42,708	30 th year of credited service	65,090
12	43,599	31 st year of credited service	66,490
13	44,614	32 nd year of credited service	67,890
14	45,453	33 rd year of credited service	69,290
15	46,275	34 th year of credited service	70,690
16	47,214	35 th year of credited service	72,090
17	48,399		
18	49,285		
19	50,654		

Uncertified teachers shall be paid .94 times the salary commensurate with years of credited service.

<u>Step</u>	<u>2008-2009 Base Salary</u>	For 2008-2009, unit members off-schedule shall receive the following base salaries:	
1	35,600	20 th year of credited service	52,705
2	36,425	21 st year of credited service	53,811
3	37,150	22 nd year of credited service	55,077
4	37,750	23 rd year of credited service	56,383
5	38,250	24 th year of credited service	57,628
6	39,029	25 th year of credited service	59,059
7	39,852	26 th year of credited service	60,350
8	40,649	27 th year of credited service	61,785
9	41,553	28 th year of credited service	63,224
10	42,406	29 th year of credited service	64,616
11	43,392	30 th year of credited service	66,062
12	44,311	31 st year of credited service	67,462
13	45,253	32 nd year of credited service	68,862
14	46,273	33 rd year of credited service	70,262
15	47,218	34 th year of credited service	71,662
16	48,171	35 th year of credited service	73,062
17	49,199	36 th year of credited service	74,462
18	50,369		
19	51,405		

Uncertified teachers shall be paid .94 times the salary commensurate with years of credited service.

<u>Step</u>	<u>2009-2010 Base Salary</u>	For 2009-2010, unit members off-schedule shall receive the following base salaries:	
1	36,400	20 th year of credited service	53,606
2	37,025	21 st year of credited service	54,835
3	37,800	22 nd year of credited service	56,101
4	38,550	23 rd year of credited service	57,415
5	39,200	24 th year of credited service	58,767
6	39,755	25 th year of credited service	60,163
7	40,561	26 th year of credited service	61,565
8	41,415	27 th year of credited service	62,967
9	42,275	28 th year of credited service	64,367
10	43,160	29 th year of credited service	65,765
11	44,071	30 th year of credited service	67,167
12	45,009	31 st year of credited service	68,567
13	45,975	32 nd year of credited service	69,967
14	46,970	33 rd year of credited service	71,367
15	47,995	34 th year of credited service	72,767
16	49,051	35 th year of credited service	74,167
17	50,139	36 th year of credited service	75,567
18	51,260	37 th year of credited service	76,967
19	52,415		

Uncertified teachers shall be paid .94 times the salary commensurate with years of credited service.

Alphabetized Contents

	<u>Page</u>
Administrative Function	8
Agency Fee	29
Areas for Negotiation	2
Association Leave	17
Civil Service Probation	5
Compensation for In-Service Work	23
Death Leave	11
Department Chairs	22
Dependent Care Leave	15
Dismissal/Discipline	4
Eleven-month Teachers	22
Emergency Leave	12
Evaluation	5
Extended Sick Leave	14
Fringe Benefits	11
Grievance	9
Procedure	9
Implementation and Time Limits	11
Form	Appendix B
In-Service Work Compensation	23
Information Packets	28
Insurance - Dental/Optical	18
Insurance - Health	17
Join Association	2
Joint Study Committee	28
Jury Duty	17
Long Term Substitutes	23
Longevity Increment	26
Lunch Period	7
Master Teacher Professional Service Option	24
Master's Degree	22
Mid-year Vacancies	7
Mileage	29
Military Service and Leave	15
Negotiations	2
Pay for Approved Hours	21
Pay for Master's Degree	22
Payroll Deduction	4
Form	Appendix A
Performance Improvement Plan	5
Personal Business/Emergency Leave	12
Business/Emergency Leave Form	Appendix C
Personal Injury Benefits	13

Physical Therapists, Occupational Therapists	22
Prior Service Steps	22
Professional File	6
Professional Leave	12
Purchasing	29
Recognition	1
Release Time for Teachers	6
Responsibility of Parties	8
Sabbatical Leave	15

Salary	21
Salary Schedules	Appendix D
Sick Leave	13
Sick Leave Bank	18
Subcontracting Unit Work	9
Substitutes, Long Term	23
Take-over/Take-back	28
Teachers' Association	29
Temporary Appointments	7
Tenure	28
Termination	28
Twelve-month Teacher	22
Unit Member Notification Rights	28
Unit Member Orientation	29
Unit Member Protection	20
Unused Sick Leave	14
Use of District Plant by Association	29
Vacancies	7

The foregoing alphabetical listing of contents is included for reference purposes only and is not intended as a comprehensive cataloging of the provisions of this agreement. A listed topic may be the subject of contract language other than that referred to above; in such an instance, no particular significance will be attached to the language referenced in this listing.