

Agreement

between

**ALBANY-SCHOHARIE-SCHENECTADY-SARATOGA
BOARD OF COOPERATIVE EDUCATIONAL SERVICES**

and the

**SCHENECTADY-ALBANY-SCHOHARIE
FACULTY ASSOCIATION**

**Teaching Assistants/
Educational Assistants Unit**

July 1, 2005 – June 30, 2011

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PREAMBLE

This Agreement is made and entered into by and between the District Superintendent of the Board of Cooperative Educational Services, Albany-Schoharie-Schenectady-Saratoga Counties, New York (hereinafter referred to as the "BOCES") and the Capital Region BOCES Faculty Association, New York (hereinafter referred to as the "ASSOCIATION").

ARTICLE I

RECOGNITION

The Association is hereby recognized as the sole and exclusive bargaining agent for a unit including all Teaching Assistants and Educational Assistants (formerly known as Teacher Aides). The designation "educational assistant" is intended to refer to and describe the same position with the same duties as a "teacher aide" as set out in 8 New York Code of Rules and Regulations, Section 80.33(a). The use of the term "educational assistant" is also contingent upon approval by the Civil Service Department of Albany County and the State of New York, respectively. The unit shall exclude all other employees.

Teaching Assistants shall perform services consistent with those defined by the Commissioner of Education in the NYCRR §80-5.6

ARTICLE II

SAVINGS CLAUSE

In the event that any portion of this Agreement is determined to be in violation of law, the parties shall commence negotiations upon notification of either party to alter said sections in such a manner deemed consistent with law.

ARTICLE III

ASSOCIATION RIGHTS

A. Notice of Board Meetings

Notification of all special and regular meetings of the BOCES Board shall be provided to up to ten (10) representatives of the Association for whom the Association furnishes names and mailing addresses at the same time and by the same means as such notification is provided members of the Board. A copy of the agenda and the background of the agenda for the BOCES Board Meetings shall be mailed to the ten (10) representatives of the Association at the same time they are mailed to the Board Members.

B. Adoption of Policy

Board policies pertaining to terms and conditions of employment shall be adopted on a two-step basis by adopting a policy at one meeting and ratifying the same at a subsequent meeting. Should the Association wish to make a statement pertaining to the proposed policy prior to ratification at the second meeting, it shall have the right to do so upon written request to the District Superintendent seven (7) days prior to the second meeting. Upon inquiry from the Association President subsequent to any BOCES Board meeting, a BOCES representative will indicate the action taken, if any, with respect to any agenda item identified by the Association President as proposed policy pertaining to terms and conditions of employment.

C. Minutes of Board Meetings

The BOCES shall send to the President of the Association and Teaching Assistants' Chapter Vice President a copy of the approved minutes of the Board meetings within five (5) working days of such approval.

D. Board Policy Consistent with Agreement

No Board policies or rules shall be inconsistent with this Agreement.

E. Notice of Reduction in Force

Notice of a proposed staff reduction in force shall be given to the Association at least five (5) school days or five (5) working days during July and August prior to the Board meeting at which such proposal will be considered.

F. Use of Facilities

The Association shall have the right to use the following BOCES equipment and facilities at no additional cost to BOCES:

Duplicating and copying equipment provided that the Association use access codes furnished by BOCES which are assigned to the Association and suitable for use at the Albany Career and Technical Education Center and Maywood School for allocating the cost of using such equipment.

Personal computer/Typing equipment
Audio visual equipment
Food service area

The Association's right to use equipment does not include equipment which is limited to student use only by any federally funded grant. Such usage shall not interfere with the regular school program or conflict with usage already granted to other parties and must be scheduled through the appropriate administrator.

Requests for use of the Food Service area shall be made five (5) days in advance and requests for use of the equipment specified above shall be made in advance. All requests shall be made in writing on the forms provided for that purpose.

G. Dues Deduction

1. The BOCES agrees to deduct from the salaries of members of the bargaining unit the amount of membership dues as set by the Teachers' Association when such deduction is authorized in writing by individuals eligible for such membership. The Association shall notify the District Superintendent of the current rate of its dues by September 1st.
2. Dues deduction shall be made in equal installments beginning with the second payroll of the academic year.
3. The BOCES agrees to mail by check the total sum deducted to the Association within five (5) working days following each payroll date. The first and final transmittal shall be accompanied by a list of those persons for whom deductions have been made. The final transmittal list shall state the amount of accumulated deduction for each person.

4. Dues Deduction Authorization

Social Security Number _____

Name _____
Last First M.I.

District Name: ALBANY-SCHOHARIE-SCHENECTADY-SARATOGA BOCES

Association: CAPITAL REGION BOCES FACULTY ASSOCIATION, #2991

To the BOCES:

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.

I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the BOCES 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 BOCES, or until revoked by me in writing.

Member Signature _____ Date _____

5. Agency Service Fee

- a. The BOCES shall deduct from the salaries of those members of the bargaining unit who are not enrolled members of the Association an agency service fee equivalent to the total annual per capita dues paid by the enrolled members of the Association. The Association shall notify BOCES not later than the end of the first payroll period of the academic year of the names and members of the bargaining unit who have paid or agreed to pay Association dues directly to the Association.
- b. The agency service fee shall be deducted in the same manner as payroll deduction of dues and transmitted promptly to the Association unless the non-member has paid the total agency service fee directly to the Association by the end of the first payroll period in September as stipulated by the Association to the BOCES.

- c. The BOCES shall provide the Association with a complete list of bargaining unit members by September 15 and provide notification of new hires during the school year within ten (10) days.
- d. Any bargaining unit member subject to the service fee charge who is employed for less than a full school year shall pay a service fee equivalent to the prorated portion of the total annual per capita dues paid by members of the Association.
- e. The Association shall indemnify and hold BOCES harmless for any liability, cause of action, damages and reasonable attorney's fees incurred as a result of any aspect of implementing the agency fee deduction.

H. Separate Agreements

On or after the date of this Agreement, any agreement between the Board and any individual member of the Teaching Assistants' unit regarding the terms and conditions of their employment shall be expressly subject to this Agreement.

I. Faculty Rooms

Existing faculty rooms presently provided and equipped by BOCES in each Career and Technical Education Center shall be available to unit members

J. Bulletin Board for Association

BOCES shall permit a bulletin board in each BOCES-owned building for the exclusive use of the Association where six (6) or more employees in the unit are employed.

K. Association Days

Upon one day's notice to the appropriate director, the Association, in its roles as bargaining agent for the Teachers Unit, Service Unit, and Teaching Assistants' Unit, shall be permitted twenty (20) days of absence without loss in pay and an additional ten (10) days of absence without loss in pay when no substitute is required not to exceed a gross total of thirty (30) days during any school year. No one staff member shall be permitted to be absent under this paragraph for more than one-half (½) of the total days permitted by this paragraph. The Association will report to the Administration, immediately after such leave, the number of days used, the employee using such leave and the total number of days used during the current school year. The total number of days used by the Association for all three bargaining units

(Teachers, Service, Teaching Assistants) shall not exceed thirty (30) days per year.

L. Lunch Area - Maywood

BOCES shall see that unit members housed at Maywood School are provided with an area for eating lunch separate from the student area.

M. Notice of New Hires

The Association President and the Teaching Assistants' Chapter Vice President shall receive notification of the name, home address, beginning salary and work assignment of all newly hired members of the bargaining unit.

N. Teaching Assistants - Administration Liaison Council (EDAALC)

A Teaching Assistants'-Administration Liaison Council consisting of representatives of the Association and the Administration shall be established to discuss matters of mutual interest. A proposed agenda shall be submitted by the party requesting a meeting of the council. The time and place of the meetings, the agenda for the meetings and the participants in the meetings shall be determined by mutual agreement between the President of the Association and the District Superintendent. A written memorandum shall be prepared describing matters resolved by the council. The council shall not have the power to contravene any provision of this agreement nor shall any action or determination of the council be subject to the grievance procedure.

O. Orientation

All new unit members shall attend a mandated one (1) day orientation program. The Association and the BOCES shall each designate an equal number of committee members who will meet on or before April 30 of each year to review and make recommendations to the appropriate division director for the subject matter of the orientation program.

ARTICLE IV

EMPLOYEE RIGHTS AND PROTECTION

A. Notification of Assignment

Unit members not affected by Article IV, Section I shall be notified in writing by June 15th of their tentative assignments for the coming school year,

including the schools to which they will be assigned and the approximate number of pupils. Should emergency changes in assignment be necessary, the unit members shall be notified by certified mail provided a summer address is provided by the unit members or the Association.

B. Notice of Vacancies

A vacancy is defined as any position which requires new or additional personnel. The Association, at its own expense, will receive through electronic mail, Notices of Vacancies as soon as they are prepared by the Personnel Office. Notices of Vacancy shall be posted on bulletin boards at each Career and Technical Education Center and Maywood School. No vacancy shall be filled before fourteen (14) calendar days after such formal notification. Any violations of this article may serve as criterion for administrative discipline.

When a unit member vacancy is posted, members of the bargaining unit shall be considered prior to filling the vacancy with a person who is not a member of the bargaining unit. A member of the bargaining unit shall indicate interest in being considered for the vacancy by submitting an Internal Candidate Application Form to the principal named in the vacancy notice. BOCES will notify any member of the bargaining unit who submitted an unsuccessful Internal Candidate Application that their application was considered but that another person was selected. Members of the bargaining unit who submit an Internal Candidate Application shall comply with all of the requirements specified in the Notice of Vacancy.

C. Corporal Punishment - Self Defense

Members of the bargaining unit may not use any act of physical force upon a pupil for the purpose of punishing a pupil. This does not preclude the use of reasonable physical force for any of the following purposes:

1. to protect oneself from physical injury;
2. to protect another pupil or teacher or any other person from physical injury;
3. to protect property of BOCES or of others; or
4. to restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of BOCES functions, powers or duties, if that pupil has refused to comply with a request to refrain from further disruptive acts;

provided that alternative procedures and methods not involving the use of physical force cannot reasonably be employed to achieve the purposes set forth in (1) through (4) above.

BOCES shall provide guidelines and instruction to further explain the appropriate use of reasonable physical force and to define alternative procedures and methods.

D. Legal Action

See Section #3023 of the Education Law.

The Clerk of the BOCES must be given a copy of the summons or complaint as soon as possible after receipt by the unit member, but in no case more than ten (10) days after service or the BOCES shall not be subject to the duty imposed by this section.

E. Right of Confrontation

No disciplinary procedures, pursuant to Article IV.M, against a member of the negotiating unit shall be taken unless the employee, principal or parent making the complaint is willing to discuss the complaint in a forum appropriate to the charges or allegations at a time mutually convenient.

F. Seniority/Reductions in Force/Preferred Eligibility Lists: Teaching Assistants

1. Seniority, reductions in force, and preferred eligibility list rights for full-time Teaching Assistants shall be in accordance with New York State Education Law. A tie in the date of appointment shall be broken in favor of the member with the greatest total length of BOCES employment in a probationary/permanent status. Remaining ties shall be resolved by drawing of number lots.
2. In the event of a reduction in force within part-time Teaching Assistants, layoff shall be in inverse order of seniority based on date of appointment. Part-time Teaching Assistants shall not have Preferred Eligibility List rights or recall rights.

G. Seniority/Reductions in Force/Preferred Eligibility Lists: Educational Assistants

1. Seniority is a right accrued by virtue of length of service within the Career and Technical Education Division, Special Education Division, or School Support Services Division. Educational Assistants are not able to carry seniority from any one of the three Divisions to another Division.

- a. Seniority shall be determined on the basis of continuous service commencing with the date of Board appointment of last hire for regular employees working for (4) hours per day or more.
 - b. Temporary and/or substitute service and periods of authorized unpaid leave shall not count for seniority, however, authorized unpaid leave shall not break continuity of employment. Authorized unpaid leave related to a service incurred disability shall be included in seniority computation.
 - c. A tie in the date of appointment within the job title of Educational Assistant shall be broken in favor of the employee with the greatest total length of employment within the Division in a probationary/permanent status. Remaining times shall be resolved by drawing of numbered lots.
2. In the event of a reduction in force within the job title of Educational Assistant, layoff shall be in inverse order of seniority within the Division.
- 3.
- a. Educational Assistants who have been laid off will be placed on a Preferred Eligibility List for not more than three (3) years and recalled to fill vacancies in their job title on the basis of seniority within the Division before new employees are appointed.
 - b. A laid off Educational Assistant may decline to accept a position one time without being removed from the Preferred Eligibility List. In this event, the BOCES may offer the position to the next senior Educational Assistant on the list. However, the skipped Educational Assistant's name shall continue on the list in its original seniority position. Educational Assistants shall be removed from the list upon being recalled to a position or for failure to accept a position a second time. The Association Chapter Vice President shall be notified whenever a name is removed from the list and be provided the reason for removal.
 - c. Laid off Educational Assistants will be given preference for placement in an existing vacancy in another Division without loss of seniority in the original Division. Once so employed, the Educational Assistant will commence earning seniority credit in the new Division.

H. Appointments

The Board shall act upon appointments no later than the second regular Board meeting following written notice to the successful candidate that he/she will be appointed to a position.

I. Seniority Lists

BOCES shall provide the Association Chapter Vice President with current Seniority Lists for full-time Teaching Assistants, part-time Teaching Assistants, and Educational Assistants during the months of October and May each year. The Association Chapter Vice President will notify BOCES of any question or dispute concerning the data contained in the Lists within thirty (30) days of receipt of the Lists.

The Educational Assistant Seniority List will contain three (3) subsections, one for each of the three Divisions.

J. Length of Service

Length of service with the Albany-Schoharie-Schenectady-Saratoga BOCES will be considered when filling vacancies and making transfers. While not taking precedence over professional and personal qualifications and specific job requirements, length of service in this organization is valued and, as such, is an important variable in personnel decisions. After discussing the decision with the appropriate principal, an employee may appeal in writing to his/her Director regarding a specific personnel decision in which he/she had been involved and will receive a written explanation.

K. Freedom of Association

No member of this unit shall be subject to censure, reproof, discrimination, or any disciplinary action by the BOCES or by the Administration or lose any rights or privileges because of his/her membership in the Association.

L. Educational Assistants' Evaluation

1. Observation

Each educational assistant will be observed by a member of the administrative/supervisory staff at least once during the first year of employment and at least once every second year thereafter. Observations shall be conducted between October 1 and May 31.

2. Report

A written report will be furnished to the educational assistant within ten (10) school days of observation. The educational assistant will sign and return one copy for filing.

3. Conference

If the educational assistant or administrator/principal wish a conference, arrangements for one such conference should be made at a mutually convenient time within ten (10) school days of the receipt of the written report.

4. Notice of Derogatory Material

No material of a derogatory nature may be included in the personnel file unless the educational assistant has been provided with a copy. In addition, the educational assistant shall have the right to submit a written response which shall be attached to the file material.

5. Appraisal and Assistance

Educational assistants shall receive a candid appraisal of his/her work and assistance with problems from the teacher or immediate supervisor.

M. Teaching Assistants' Evaluation

1. Non-Tenured Teaching Assistants:

Teaching Assistant will be observed and evaluated on all applicable performance indicators found on the Teaching Assistant Evaluation Form at least one time each school year.

2. Tenured Teaching Assistants:

All tenured Teaching Assistants will participate in a four-year performance evaluation cycle as follows:

- a. **Formal Observation** – This option must be selected at least once every four years (and may be selected every year) using the Teaching Assistant Evaluation Form.
- b. **Self-Evaluation** – This option may be selected for three of the four years. The Teaching Assistant may elect to use the Teaching Assistant Evaluation Form for this purpose, or may use another format with the agreement of his or her Supervisor/Principal

OR

- c. **Alternative Professional Growth Plan Option** – If a tenured Teaching Assistant will be participating in an alternative option, a decision must be made in collaboration with their Supervisor/Principal by October 15. Additionally, agreement shall be reached regarding the type of alternative option to be used, and the method of documentation and evaluation for the selected option. A completed **Alternative Professional Growth Plan Proposal Form** will be completed and signed by both parties. Any option chosen shall focus on one or more of the areas established as priorities.

The Alternative Professional Performance Review Option may consist of:

- Individual Project
- Group Project – A teacher/ TA team

3. Cumulative Evaluation

Teaching Assistants will be evaluated by a member of the Administrative/Principal staff. Evaluations shall be conducted between October 1 and May 31. Evaluation will include formal observation and impressions obtained during visitations throughout the year.

4. Report

A written report will be furnished to the Teaching Assistant within ten (10) school days of observation. The Teaching Assistant will sign and return one copy for filing.

5. Conference

If the Teaching Assistant or Administrator/Principal wishes a conference, arrangements for one such conference should be made at a mutually convenient time within ten (10) school days of the receipt of the written report.

N. Personnel Files

The official personnel file for each member of the bargaining unit shall be maintained in the Human Resources' Office at Central Administration. No duplicate official personnel file will be maintained in any other location. The member of the bargaining unit, or a representative authorized in writing by said member, shall have the right to review, have copies made and/or reply in writing for filing, to any material that is part of the file. Confidential letters of reference and/or college placement material shall

not be available to the member of the bargaining unit or the representative.

O. Resignation

Unit members shall give thirty (30) calendar days notice of resignation in writing to the immediate supervisor.

P. Medication is not to be dispensed by a unit member.

Q. Safety Drills

BOCES will conduct required fire drills, bus drills and disaster drills. All unit members will participate in all such drills with their classes.

R. Assault

A member of this unit shall immediately report in writing any case of assault suffered in connection with employment to the principal or immediate supervisor. The Administration shall take legal and/or other effective action to assure the safety of the employee.

S. Inservice - Program Development

It is recognized that it is the responsibility of the Special Education and Career and Technical Education Administration to develop and put on such inservice training programs as they may deem advisable. In developing such tentative programs it shall be the responsibility of the Association Teaching Assistants' Chapter Vice President to meet with representatives of the Special Education and Career and Technical Education Administration to assist in developing a needs assessment for such programs. After tentative plans for an inservice program have been developed by the Special Education and Career and Technical Education Administration, a copy of such tentative plan will be furnished to the Association Teaching Assistants' Chapter Vice President not less than 30 days before the program is put on. Within fifteen (15) days after receipt of the tentative program, the Teaching Assistants' Chapter Vice President will indicate whether the content and format of the tentative program will be beneficial to unit members in carrying out their duties and responsibilities and whether any changes or additions could be made to improve the tentative program.

T. Inservice Compensation

When inservice training is held outside the normal working hours, unit members will be compensated at their regular hourly rate.

U. Tuition Waivers

A committee representing the Administration and the Capital Region BOCES Faculty Association shall be formed to serve as a clearing house for tuition waivers from local colleges and universities.

V. Work After School

Unit members may be required by the Administration to attend after school or evening activities. In such cases, they shall be compensated at their regular hourly rate.

W. Work Year

All members of the bargaining unit shall follow the calendar and work year of the teachers of the classes to which they are assigned and report any time their teacher is expected to work. In addition, members of the bargaining unit may be required to report for Superintendent's Conference Day(s), other professional development programs, and new staff orientation, but in no event shall the work year exceed 185 days.

X. Duties - Non Required

Members of the bargaining unit will not regularly be required to take the place of certified teachers or perform the duties of Service Unit Employees.

Y. Payroll Deduction

Payroll deduction of U.S. Savings Bonds, First New York Teachers Federal Credit Union and tax-sheltered annuity plans that conform to the tax-shelter concepts contained in the Internal Revenue Code and the Education Law will be made available to members of the Unit. Funds which are being deducted for the First New York Teachers Federal Credit Union shall be ready for transmittal on the payday.

BOCES will also make payroll deductions for the NYSUT Benefit Trust if at least fifty percent (50%) of the dues-paying members of the bargaining unit authorize such payroll deductions. Changes in payroll deductions shall be made on one date each year for all employees participating in the Benefit Trust unless at least seventy-five percent (75%) of the dues-paying members of the bargaining unit authorize such payroll deductions, in which case changes in payroll deductions shall be made on two dates each year. Such change dates shall be designated by BOCES.

Z. Special Fund

A sum of \$2,000^{1/4} will be made available during any given school year to reimburse any bargaining unit member for costs of repairing or replacing dentures, eyeglasses, hearing aids or similar bodily appurtenances which are damaged or destroyed while performing his/her duties. A minimum claim of \$25 is required to qualify for consideration of reimbursement. A trustee representing the Capital Region BOCES Faculty Association and a trustee representing the Administration will act on all claims. Their decision will be final and may not be carried through the grievance procedure.

AA. Job Description

1. BOCES shall provide each unit member with a job description at the time of appointment and when revised. In the event that BOCES makes a change in the job description, BOCES shall give at least ten (10) days notice to the Association prior to the effective date of such change.
2. A member of the bargaining unit will be asked to serve as a per diem substitute only by mutual agreement of the appropriate supervisor/principal and the member. Payment for such substitution will be at the unit member's regular rate of pay plus a supplemental amount of forty dollars (\$40) per day. Effective July 1, 2007, the supplemental amount shall be forty-five dollars (\$45) per day. Effective July 1, 2008, the supplemental amount shall be fifty dollars (\$50) per day. Effective July 1, 2009, the supplemental amount shall be fifty-five dollars (\$55) per day.

BB. Salary Statement

On or before October 1st, each member of the bargaining unit will be provided with a copy of a salary statement including salary, step, accumulated sick days, and what insurance he/she presently possesses.

CC. Break

An employee will receive a break each day to be arranged with the teacher, and the appropriate supervisor/principal when necessary.

DD. Travel Expense

Employees who are assigned by the appropriate supervisor/principal to use their own vehicle for travel between facilities or schools on the same workday or on BOCES business will be reimbursed at the rate allowed by the Internal Revenue Service for the current tax year. All travel expense reimbursements must be submitted prior to the last workday in the fiscal year in which the expense was incurred. Late submissions will not be paid.

EE. Students with Special Needs or Problems

All members of the bargaining unit who come into contact with a special needs student shall be advised in advance by the BOCES, of any special problem(s) of that student which requires special treatment or precautions by the educational assistant. This shall include the student's medical condition and, if relevant, his/her emotional history.

FF. Faculty Meetings (Teaching Assistants)

As part of the professional obligation of teaching assistants, such employees may be required to attend one faculty meeting per month plus, if needed, one faculty meeting per semester. A schedule of meeting dates shall be posted at the beginning of each semester. Meetings shall not last for more than one hour. Teaching Assistants who are assigned to a class which is located two (2) miles or more from the place of the meeting shall be entitled to the travel expense provided in Article IV which shall be paid once for each semester.

ARTICLE V

GRIEVANCE PROCEDURE

Section A - General

Basic Principles

The parties to this contract declare their joint intent to encourage the prompt resolution of complaints by any member of the bargaining unit through recourse to the formal procedure described below. Nothing herein shall be construed, however, to prevent any unit member from discussing a problem informally with any BOCES Administrator.

A member of the unit shall have the right to present a grievance in accordance with the procedures set forth below, free from coercion, interference, restraint, discrimination or reprisal.

An aggrieved party shall have the right to be represented by a representative of his/her choice at all stages of the procedures except the informal stage. At the informal stage, the aggrieved shall have the right to have a member of the Association Grievance Committee present as an observer.

All parties to the grievance shall have access to all written statements pertaining to such grievance.

Hearings shall not be open to the public.

Section B - Definitions

1. A **Grievance** is any alleged violation of this agreement.
2. **Immediate Supervisor** shall mean the Building Principal, Special Education Principal, or Career and Technical Education Coordinator to whom the employee reports, except that in the case of a grievance arising from the administration of a special area, it may be the administrator in charge or the Division Director.
3. **Aggrieved Party** shall mean any employee or group of employees in the bargaining unit who claim a grievance which affects them personally. The Capital Region BOCES Faculty Association Teaching Assistants' Unit may present a claimed grievance relating to it as an Association, but may not act as the aggrieved party on behalf of an employee or group of employees who could present the claimed grievance themselves.
4. **Party in Interest** shall mean any party named in a grievance who is not the aggrieved party.

Section C. - Procedures

1. Except at the informal stage, all grievances shall be in writing and state the name and position of the aggrieved party, the identity of the provision of this Agreement involved in the said grievance, the time and place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible or causing the events or conditions, the nature of the grievance stating the facts on which the grievance is based, a statement describing the attempts at informal resolution, and the redress sought by the aggrieved party.
2. Except for the informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be transmitted to the aggrieved and the Association.
3. The BOCES and the Association agree to make available relevant material and documents, communications and records concerning the alleged grievance.
4. An aggrieved party shall have the right at all stages of a grievance, when a hearing is held to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be

furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

5. Forms for filing grievances, serving notices, taking appeals, are attached as Appendix A.
6. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
7. Official minutes will be provided by the Board of all hearings in Stage 3 and 4. A copy of such minutes will be made available to the aggrieved party and the Association within five (5) working days after the conclusion of hearings at Stage 3 and 4 and they and the BOCES will advise the appropriate hearing officer of any errors in said minutes within two (2) working days after the minutes are available. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error.
8. The existence of the procedure hereby established shall not be deemed to require any employee to pursue the remedies here provided.
9. A hearing may be held at any stage of the grievance procedure when deemed appropriate.

Section D - Time Limits

1. Since it is important to good relationships that grievances be processed as rapidly as possible, the time limits specified for either party may be extended only by mutual agreement.
2. If a decision at one stage is not appealed to the next stage 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.
3. 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 stage of this procedure within the time which would have been allotted had the decision been communicated by the final day.
4. In the event the processing of a given grievance is not completed by June 30, the term "working days" shall be interpreted as meaning those days other than Saturday, Sunday or legal holidays between July 1 and August 31.
5. A grievance shall be deemed waived unless it is so submitted in writing at Stage 2 within thirty (30) calendar days after its occurrence. An informal effort

to resolve the grievance at Stage 1 shall be a prerequisite to commencing a formal grievance at Stage 2.

Section E - Stages of Grievance

1. Stage 1 – Supervisor/Principal

An employee having a grievance will discuss it with his/her supervisor/principal, with the objective of resolving the matter informally.

2. Stage 2 - Division Director

If the grievance is not resolved informally with the immediate supervisor/principal, it shall be reduced to writing as provided in Article V, Paragraph C1 and C5, and presented to the Division Director. Within ten (10) working days after the written grievance is presented, the Director shall render a decision thereon, in writing, and present it to the employee, the employee's representative and the President or Grievance Chair of the Association.

3. Stage 3 - District Superintendent

Within ten (10) school days after a determination has been made by the Director, the aggrieved party may submit the grievance to the District Superintendent by giving written notice thereof, together with any determination previously rendered, all other documents affecting the grievance and a request for a hearing, if desired. If a hearing is requested, the District Superintendent shall hold a hearing within ten (10) school days of his/her receipt of such grievance and give at least three (3) school days notice of such hearing to the aggrieved party and to all parties in interest. The District Superintendent shall render his/her determination in writing stating the facts, reasons and conclusions within ten (10) school days from the date on which the case is fully submitted for his/her consideration.

4. Arbitration

- a. Within ten (10) school days after a determination has been made by the Superintendent, the grievant (with the advice and consent of the Association) may submit the matter to arbitration. Such decision shall be by written notice to the Board and the American Arbitration Association.
- b. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the conduct of arbitration procedures.
- c. The decision of the arbitrator shall be binding on both parties.

- d. The decision of the arbitrator shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues and shall limit his/her decision to matters specified in the grievance.
- e. The arbitrator will have no power to alter, add to or detract from the provisions of this Agreement.
- f. The costs of the services of the arbitrator shall be shared by the Board and the Association.
- g. If the parties mutually agree to a stenographic record of the proceedings, they shall share the cost of such record. If either party, without the consent of the other, requires a stenographic record, the requesting party shall bear the cost and shall provide the other party with a copy of same.

ARTICLE VI

INSURANCE

A. Health Insurance

1. Eligibility

- a. Employees who work .5 FTE or greater shall be eligible for an employer premium contribution by the BOCES.
- b. The effective date of health insurance eligibility shall be the starting date of regular appointment to a Teaching Assistant Bargaining Unit position of .5 FTE or greater on a regular basis, unless the employee is the primary subscriber/policyholder of a health insurance policy from another source. Where the employee indicates such existing coverage through another source, BOCES health insurance coverage shall be effective the 1st day of the month following the effective date of regular appointment.

2. Plan Offerings

- a. The Blue Shield of Northeastern New York Option I and Option II Plans, shall not be offered after June 30, 2007. In their place, effective July 1, 2007, the New York State Health Insurance Program's (NYSHIP) "Empire Plan", PA Core Plus Enhancements, shall be offered.

b. The following additional health insurance plans shall be made available to employees: Capital District Physicians' Health Plan (CDPHP), Mohawk Valley Physicians' Health Plan (MVP), and Community Blue HMO.

3. Prescription Drugs

Effective July 1, 2007, Systemed shall administer the prescription drug benefit for all health plans except the Empire Plan. Prescription drug coverage and employee co-pays for the Empire Plan shall be as provided by the terms of the Empire Plan. For all other plan offerings, the prescription drug employee co-pay shall be \$5 for generic drugs and \$10 for brand name drugs. The employee co-pay for mail order shall be \$10 generic and \$20 brand name (two month co-pay for a three month supply).

4. Employer/Employee Premium Contributions (Active Employees)

a. The BOCES shall pay 100% of the total premium cost for individual or family coverage for employees hired on or before June 30, 1984.

b. BOCES shall pay 80% of the total premium cost with the employee paying the remaining 20% for individual or family coverage for employees hired after June 30, 1984.

5. Employer/Employee Premium Contributions (Retired Employees)

a. Any employee meeting the retirement requirements pursuant to the applicable New York State Retirement System will have his/her health insurance coverage continued provided the employee has no less than ten (10) years service at BOCES at the time of retirement.

b. BOCES shall pay the total premium cost for individual coverage for members of the bargaining unit who retire officially from service in this BOCES subsequent to February 1, 1976. Retirees may continue family coverage by paying 50% of the difference between the family premium and the individual premium.

6. Reduction In Force

Unit members who are laid off shall not be considered new hires upon rejoining the work force.

B. Dental Insurance

- a. Employees who work .5 FTE or greater shall be eligible for an employer premium contribution by the BOCES.
- b. BOCES shall provide and pay for individual and family premiums for the Metropolitan Dental Insurance Plan (1-640340) for all unit members employed prior to February 1, 1976:

- i. The following provisions will apply to all unit members employed after February 1, 1976:

Metropolitan Dental Insurance (1-640340) coverage will be available on a 50/50 shared basis for the employee and his/her dependents commencing with the September following the completion of six (6) months service as a unit member.

Metropolitan Dental Insurance (1-640340) coverage will be available at a 90% cost to BOCES for the employee and his/her dependents commencing with the September following the completion of two (2) years and six (6) months service as a unit member.

- ii. For unit members whose initial service commences on or after July 1, 1979, Metropolitan Dental Insurance (1-640340) coverage will be available on a 50/50 shared basis for the employee and his/her dependents commencing after the completion of six (6) months of service (exclusive of July and August) as a unit member.
- c. Employees who decline dental insurance at the time of initial employment or revoke their dental insurance coverage will not be eligible for coverage until the time of the BOCES open enrollment periods: the month of July for 12 month employees or the month of September for 10 month employees.
- d. Effective July 1, 2007, dental coverage shall be improved as follows:

Type A – Diagnostic and Preventive Services	100% Coverage
Type B – Restorative Services	80% Coverage
Type C – Prosthodontics	50% Coverage
Type D – Orthodontics (\$1,000 lifetime maximum coverage)	50% Coverage

Effective July 1, 2008, the lifetime maximum coverage for orthodontics shall be \$1,500.

C. Vision Care

Effective July 1, 2007, BOCES will provide vision care through Davis Vision for employees. BOCES shall pay 80% of the premium and the employee shall pay the remaining 20%. The vision care benefit shall be available without a deductible or co-payment on a 24 month cycle for in-network eye exams and eyewear.

D. Long Term Disability

All employees who work at least 20 hours per week will be provided a group Long-Term Disability Insurance Policy. The basic benefit will be 60% of an employee's monthly salary to a maximum of \$5,000 per month. There will be a 90 day waiting period before the benefit becomes effective. The monthly benefits will be reduced by benefits paid under Social Security, Workers' Compensation and/or applicable New York State Retirement System. The annual premium for such a group policy is paid by BOCES.

E. Flexible Spending Account

Employees may participate in a Flexible Spending Benefit Plan, established by the BOCES in accordance with Section 125 of the Internal Revenue code for the purposes of health and dental insurance premium contributions, child and dependent care, and unreimbursed medical expenses. BOCES shall pay the administrative fee for this program for all unit members.

ARTICLE VII

LEAVES

The following leave provisions apply only to unit members employed four (4) or more hours per day on a regular basis:

A. Short Term Leaves

No later than thirty (30) days following the last workday of the school year, unit members who have not used any short term leave days in a given school year shall receive a payment of \$350; unit members who have used one (1) short term leave day shall receive a payment of \$250; unit members who have used two (2) short term leave days shall receive a payment of \$150; and unit members who have used three (3) short term leave days shall receive a payment of \$100. This provision shall be effective July 1, 2007.

1.a. Sick Leave

Beginning July 1, 1992, BOCES shall credit each member of the bargaining unit with the following leave annually:

1st year - 8 days/year - 4 of which may be used for personal business
2nd year - 10 days/year - 4 of which may be used for personal business
3rd year - 12 days/year - 4 of which may be used for personal business
4th year - 13 days/year - 4 of which may be used for personal business
5th year - 14 days/year - 4 of which may be used for personal business
6th year - 16 days/year - 4 of which may be used for personal business

b. Family Illness

Up to the number of unused days of an employee's annual entitlement to short-term leave for the current year may be used to care for a sick child, spouse or parent, provided, however, that accumulated sick leave may not be used for family illness.

c. Call-In

Employees should notify the appropriate supervisor/principal or other designated person of their inability to work due to illness prior to 6:30 a.m. of the day on which the employee will be absent.

d. Accumulation

The unused short term leave shall be converted to sick leave which accumulates without limit.

e. Proration on Employment

Any unit member employed after September 1st of a given year, will be credited with leave on a prorated basis.

2. Personal Leave

Personal Leave days may only be used to transact personal business that cannot be done except during assigned work hours. Each personal day that is used shall be charged against the employee's annual entitlement to short-term leave for the current school year. Personal leave days may not be taken after the employee's annual entitlement to short-term leave for the current school year has been exhausted. Application for use of a personal day shall be made to the appropriate supervisor in writing at least three (3)

school days in advance, except in emergency situations, and state the personal business to be transacted.

3. Court Appearances

Members of this unit shall be entitled to release from duty without loss in pay to appear in a legal proceeding resulting from a conscientious attempt to perform their official duties. They shall be entitled to release from duty also for jury duty without loss in pay, provided that BOCES be remitted any stipend received as a juror up to the amount of salary paid.

4. Bereavement Days

Member of this unit shall be eligible for up to five (5) days leave, without loss in pay, in the event of death of an employee's spouse, parent, child or sibling, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or a person living in the household as the unit member's partner. When absences for this purpose exceed ten (10) days in any single year, such excess shall be deducted from accumulated sick leave.

5. Religious Holidays

Employees shall be eligible for up to three (3) days leave per year with pay for observance of religious holidays. Each day that is used for a religious holiday shall be charged against the employee's annual entitlement to short-term leave for the current school year. Religious holiday leave may not be taken after the employee's annual entitlement to short-term leave for the current school year has been exhausted. Application for use of religious holiday leave must be made in writing three (3) school days in advance and state the religious holiday to be observed.

6. Sick Leave Bank

Persons in the negotiating unit may contribute portions of their personal sick leave credits to a pool to be used to provide additional sick leave to educational assistants with more than one (1) year of service in the BOCES in the event that current and accumulated sick leave is exhausted and illness continues. The Sick Leave Bank will consist of the balance of days in the sick leave bank as of June 30, 1998, and those contributed at the beginning of the school year by members of the bargaining unit at the rate of one (1) day per year whenever the bank falls below 100 days at the end of the previous school year (June 30). Employees who opt not to participate in the Sick Leave Bank shall notify the BOCES no later than October 15th of the school year on a form provided by the District Superintendent.

After a member of the unit uses up his/her current and accumulated sick leave, he/she may apply to the District Superintendent for use of days from the pool. The District Superintendent and the Chapter Vice President of the Capital Region BOCES Faculty Association Teaching Assistants' Unit will serve as trustees of the pool and all decisions relating to the use of the pool days will be made by them. Such decisions shall not be subject to the grievance procedure. However, a rejected applicant may ask for, and will receive, a review of the decision by a review committee comprised of three (3) members of the Association and three (3) BOCES employees appointed by the District Superintendent. Recommendations of the committee will be made to the trustees of the pool. An eligible employee may be granted up to thirty (30) days per application. Upon exhausting such thirty (30) days in the case of extended illness, the eligible employee may then reapply in accordance with the provisions of this section. Use of the pool is limited to those who contributed on a regular yearly basis.

The Trustees will submit an annual report to the President of the Capital Region BOCES Faculty Association and the District Superintendent.

7. Personal Injury

Whenever a full-time member of this unit is absent and unable to perform his/her duties as a result of a verifiable personal injury caused by an accident occurring in a conscientious attempt to perform his/her official duties, the employee will be carried at full salary without loss of sick leave for a maximum of five (5) workdays after the injury. Qualification for this benefit must be verified by a completed Workers' Compensation Form C-2 and such other proof as BOCES may reasonably require.

In addition, if the employee qualifies for and receives Workers' Compensation Benefits, the employee will be carried at full salary without loss of sick leave for the period that the employee receives such benefit up to a maximum of the number of days of accumulated sick leave as of the date of the accident. BOCES will be reimbursed in the amount of the Workers' Compensation Benefits for those days when the employee receives payment from both sources.

8. Proration of Leave

Sick leave and personal leave will be prorated for the amount of service rendered where a unit member retires, resigns or goes on leave without pay prior to the end of a school year. If more days are taken than that employee is entitled to, a deduction will be made in the final paycheck.

9. Visitation Days

Opportunities^{will} be made available to employees to visit other BOCES classrooms where such visitation will enhance the employee's work in the program to which he/she is currently assigned or the program to which the employee is being transferred. Such visitation will be granted upon prior written approval of the appropriate administrator for such time as the administrator may determine.

B. Child Rearing Leave

Child rearing leave without pay shall be granted upon application to the District Superintendent at least sixty (60) days prior to the proposed effective date. Such leave shall be for a term of not more than two (2) years, and shall conclude simultaneously with the beginning of the academic year. The District Superintendent shall have the discretion to grant an extension or additional requests for such leave.

C. Extended Personal Leave

Members of the bargaining unit shall be entitled to extended personal leave without pay on one occasion. The duration of such leave may be for a period of up to one (1) year for unit members with five (5) years of service with BOCES or more, and up to two (2) years for unit members with ten (10) years of service with BOCES, at the time the request for such leave is made. The termination of such leave shall coincide with the end of the school year. BOCES shall have discretion to grant an extension or additional requests for such leave or to grant extended personal leave to unit members with less than five (5) years of service with BOCES.

D. Illness or Injury Leave

Illness or injury leave without pay may be granted upon application to the District Superintendent for a period not to exceed two (2) years beyond accumulated sick leave.

E. Compensation for Unused Sick Leave

1. Upon retirement after ten (10) years of BOCES services and at age fifty-five (55) or older, a member of the bargaining unit shall be entitled to compensation for one-half (1/2) of the total number of such leave days accumulated by the employee while in BOCES service up to a maximum of two hundred (200) such accumulated days. The daily rate shall be determined by multiplying the hourly rate on the appropriate step of the salary schedule in effect for the last full school semester worked by the average number of hours worked per day during the entire period of

employment. Notice of intention to retire and application for such compensation shall be made no later than January 15th preceding the school year in which the retirement becomes effective.

2. In the event an employee should be forced to retire due to a disability, the January 15th notification date and the age 55 or older threshold shall be waived and compensation for unused sick leave shall be determined and paid as prescribed in the article.

F. Consecutive Leave

Employees who have been granted Child Rearing Leave, Extended Personal Leave, or Illness or Injury Leave shall not be entitled to additional leave for any of the above purposes until that employee has returned to work for a period of not less than two (2) years. However, two (2) periods of Child Rearing Leave may be taken consecutively. Periods of consecutive leave may be granted at the discretion of the District Superintendent.

G. Educational Leave

Leave without pay for up to two (2) years may be granted to unit members with at least three (3) years of service upon application to the District Superintendent for the purpose of professional improvement which is directly related to educational programs offered by BOCES.

ARTICLE VIII

SALARY

- A. Unit members will be paid on the basis of the number of hours worked per day. Hourly salaries will be annualized for payroll purposes by multiplying the hourly rate times the number of hours per day times the number of days worked per year not to exceed 185 days. For determining salary step and leave benefits, a unit member commencing work prior to February 1st of a given year will be credited with one (1) year of service upon the completion of the school year. Unit members appointed on or after February 1st will receive no credit for that service. Unit members receiving said credit shall move to the next higher step on the salary scale in the following year.
- B. In the event that a bargaining unit member works less than a full year or is subject to a salary adjustment for days not worked, the adjustment shall be 1/185 of the bargaining unit member's annual salary times the number of days not worked.

TEACHING ASSISTANT SALARY SCHEDULES

	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011
STEP	RATE	RATE	RATE	RATE	RATE	RATE
1	\$ 11.25	\$ 11.47	\$ 11.64	\$ 11.77	\$ 11.86	\$ 11.94
2	\$ 11.75	\$ 11.98	\$ 12.16	\$ 12.29	\$ 12.38	\$ 12.48
3	\$ 12.15	\$ 12.35	\$ 12.53	\$ 12.67	\$ 12.76	\$ 12.86
4	\$ 12.50	\$ 12.70	\$ 12.89	\$ 13.03	\$ 13.13	\$ 13.23
5	\$ 13.14	\$ 13.35	\$ 13.55	\$ 13.64	\$ 13.74	\$ 13.85
6	\$ 13.59	\$ 13.81	\$ 14.01	\$ 14.11	\$ 14.22	\$ 14.32
7	\$ 13.89	\$ 14.11	\$ 14.32	\$ 14.42	\$ 14.53	\$ 14.63
8	\$ 14.25	\$ 14.48	\$ 14.69	\$ 14.79	\$ 14.90	\$ 15.01
9	\$ 14.62	\$ 14.86	\$ 15.07	\$ 15.18	\$ 15.29	\$ 15.40
10	\$ 15.63	\$ 15.88	\$ 16.11	\$ 16.22	\$ 16.35	\$ 16.47
11	\$ 16.21	\$ 16.48	\$ 16.72	\$ 16.83	\$ 16.96	\$ 17.08
12	\$ 16.73	\$ 17.01	\$ 17.25	\$ 17.37	\$ 17.50	\$ 17.63
13	\$ 17.09	\$ 17.36	\$ 17.61	\$ 17.74	\$ 17.87	\$ 18.00
14	\$ 17.43	\$ 17.71	\$ 17.97	\$ 18.09	\$ 18.23	\$ 18.36
15	\$ 17.93	\$ 18.22	\$ 18.48	\$ 18.61	\$ 18.75	\$ 18.89
16	\$ 18.74	\$ 19.04	\$ 19.31	\$ 19.45	\$ 19.60	\$ 19.74
17	\$ 19.18	\$ 19.50	\$ 19.78	\$ 19.92	\$ 20.07	\$ 20.21
18	\$ 19.50	\$ 19.82	\$ 20.10	\$ 20.24	\$ 20.40	\$ 20.55
19	\$ 20.22	\$ 20.55	\$ 20.84	\$ 20.99	\$ 21.15	\$ 21.30
20	\$ 20.90	\$ 21.24	\$ 21.54	\$ 21.70	\$ 21.88	\$ 22.05
21	\$ 22.90	\$ 23.30	\$ 23.63	\$ 23.81	\$ 24.00	\$ 24.18
Longevity	\$1.43/hr	\$1.43/hr.	\$1.65/hr	\$1.70/hr	\$1.75/hr	\$1.85/hr

EDUCATIONAL ASSISTANT SALARY SCHEDULES

	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11
Step	EA RATE	EA RATE	EA RATE	EA RATE	EA RATE	EA RATE
1	\$ 9.90	\$ 10.09	\$ 10.24	\$ 10.36	\$ 10.44	\$ 10.51
2	\$ 10.34	\$ 10.54	\$ 10.70	\$ 10.82	\$ 10.89	\$ 10.98
3	\$ 10.69	\$ 10.87	\$ 11.03	\$ 11.15	\$ 11.23	\$ 11.32
4	\$ 11.00	\$ 11.18	\$ 11.34	\$ 11.47	\$ 11.55	\$ 11.64
5	\$ 11.56	\$ 11.75	\$ 11.92	\$ 12.00	\$ 12.09	\$ 12.19
6	\$ 11.96	\$ 12.15	\$ 12.33	\$ 12.42	\$ 12.51	\$ 12.60
7	\$ 12.22	\$ 12.42	\$ 12.60	\$ 12.69	\$ 12.79	\$ 12.87
8	\$ 12.54	\$ 12.74	\$ 12.93	\$ 13.02	\$ 13.11	\$ 13.21
9	\$ 12.87	\$ 13.08	\$ 13.26	\$ 13.36	\$ 13.46	\$ 13.55
10	\$ 13.75	\$ 13.97	\$ 14.18	\$ 14.27	\$ 14.39	\$ 14.49
11	\$ 14.26	\$ 14.50	\$ 14.71	\$ 14.81	\$ 14.92	\$ 15.03
12	\$ 14.72	\$ 14.97	\$ 15.18	\$ 15.29	\$ 15.40	\$ 15.51
13	\$ 15.04	\$ 15.28	\$ 15.50	\$ 15.61	\$ 15.73	\$ 15.84
14	\$ 15.34	\$ 15.58	\$ 15.81	\$ 15.92	\$ 16.04	\$ 16.16
15	\$ 15.78	\$ 16.03	\$ 16.26	\$ 16.38	\$ 16.50	\$ 16.62
16	\$ 16.49	\$ 16.76	\$ 16.99	\$ 17.12	\$ 17.25	\$ 17.37
17	\$ 16.88	\$ 17.16	\$ 17.41	\$ 17.53	\$ 17.66	\$ 17.78
18	\$ 17.16	\$ 17.44	\$ 17.69	\$ 17.81	\$ 17.95	\$ 18.08
19	\$ 17.79	\$ 18.08	\$ 18.34	\$ 18.47	\$ 18.61	\$ 18.74
20	\$ 18.39	\$ 18.69	\$ 18.96	\$ 19.10	\$ 19.25	\$ 19.40
21	\$ 20.15	\$ 20.50	\$ 20.79	\$ 20.95	\$ 21.12	\$ 21.28
Longevity	\$1.43/hr	\$1.43/hr	\$1.65/hr	\$1.70/hr	\$1.75/hr	\$1.85/hr

Educational Assistants shall be paid at 88% of the Teaching Assistant Salary Schedule.

ARTICLE IX

PROFESSIONAL IMPROVEMENT

A. Career Training

It is recognized that the unit members are an integral part of the classroom team and provide a significant value to the success of our programs. It is our firm belief that professional development results in a demonstrated increase in knowledge and understanding, skillfulness and increased professional values. Enhanced teaching and learning is the foundation upon which individuals and our BOCES plan the content of all professional development. These activities should clearly connect to the NYS Learning Standards and be responsive to student achievement.

It is critical that the unit members be aware of the range of issues in particular classroom settings and can contribute to the overall function of that unit. Once the team has this foundation and support for each other, the students will benefit the most from our efforts. We want to assure the delivery of high quality programs and services by attending to individual needs for growth and performance improvement of all unit members.

- The Board and the Association agree that a subcommittee of the BOCES' Professional Development Plan (PDP) committee will be used to further develop the Career Training Program. In a collaborative effort, the subcommittee shall be comprised of an equal number of representatives designated by the TA Chapter Vice-President of the Faculty Association and the District Superintendent.

The subcommittee will work to develop guidelines that are intended to assist all Teaching Assistants in identifying professional development activities as they comply with NYS Education Department certification requirements that require continuing professional development.

- All Teaching Assistants are required to successfully complete 75 hours of in-service instruction as outlined in the BOCES Professional Development Plan within 5 years of BOCES appointment of the individual as a Teaching Assistant, and every 5 years of employment thereafter. Per the Collective Bargaining Agreement, the BOCES shall provide in-service opportunities as it may deem advisable for Teaching Assistants at its expense, and such instruction shall be conducted during the Teaching Assistant's workday. The BOCES Professional Development Plan (PDP) defines other opportunities for achievement of the 75 hours other than and in addition to defined in-service opportunities applicable to fulfillment of the 75 hour requirement.

The subcommittee guidelines and opportunities shall include, but not be limited to the following:

1. Mandatory orientation session for new employees
 2. Required in-service training as required by the State Education Department or by the Division Director (i.e. Child Abuse Training and Violence Prevention/Project SAVE)
 3. Optional in-serve training (i.e. as laid out in the PDP plan of 2004 – i.e. VISTA workshops)
 4. Onsite college level courses
 5. Partial tuition reimbursement for pre-approved college level courses. A unit member will become eligible after having completed two years of service. A limit per person to be applied to the cost of tuition shall be recommended annually by the subcommittee subject to the approval of the Division Director.
- Unit members attending in-service training held outside their normal workday will be compensated for up to a maximum of 15 hours per school year at their regular hourly rate. In addition, with prior written approval by the appropriate principal, unit members will be compensated up to an additional 15 hours for optional in-service training per school year for a total of 30 hours.
 - Following the adoption of the BOCES budget each year, an allocation will be determined and the District Superintendent will advise the subcommittee accordingly by June 1. Since funding for these courses comes from the divisions, directors would have to be consulted regarding the availability of funding each year that could support the professional development activities.
 - In addition a reception shall be held at the end of each school year to recognize the professional development achievements of unit members.

ARTICLE X

RETIREMENT

BOCES shall provide career retirement plan benefits for Tier I and Tier II employees pursuant to Section 75-i of the Retirement and Social Security Law.

ARTICLE XI

DURATION

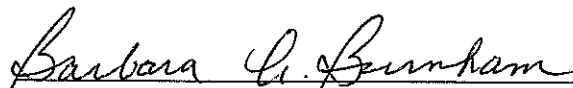
This Agreement shall cover the period from July 1, 2005 to June 30, 2011.

ARTICLE XII

LEGISLATIVE AUTHORITY

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 BE EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.


Signed for the ASSOCIATION:



Chair, Negotiating Team
Capital Region BOCES Teaching Assistants' Unit

8/13/07

Date

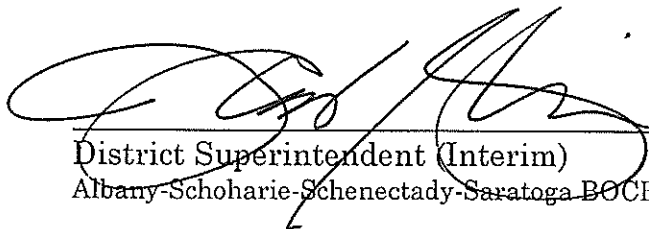


President
Capital Region BOCES Faculty Association

8/13/07

Date

Signed for the BOCES:



District Superintendent (Interim)
Albany-Schoharie-Schenectady-Saratoga BOCES

Aug 5 2007

Date

APPENDIX A

CAPITAL REGION BOCES FACULTY ASSOCIATION

STATEMENT OF GRIEVANCE

Grievance No. _____

Date _____

Stage _____

Hearing Requested? _____

(Date)

Aggrieved Party _____

Position _____

Provisions Involved _____

Factual Statement of Grievance _____

(Use Reverse Side if Necessary)

Redress Sought _____

Signed _____

Unit Member

Signed _____

For the Association

APPENDIX B

CAPITAL REGION BOCES FACULTY ASSOCIATION

REPORT AND/OR DECISION

Grievance No. _____ Stage No. _____

Aggrieved Party _____

Hearing Held? _____

Grievance Report and/or Decision:

Date

Signature

APPENDIX C

Agreement Pertaining to the Transition of EA's to TA's

1. Individuals employed by the Capital Region BOCES as Educational Assistants prior to February 2, 2004, who seek Teaching Assistant certification are required to achieve a passing grade on the New York State Assessment of Teaching Assistant Skills (NYSATAS) by June 2009. BOCES will provide training for the test and will reimburse individuals for the examination fee upon successful completion of the test. This requirement shall not apply to any Teaching Assistant who demonstrates that he/she has successfully completed 48 hours or more of college or has earned an Associates Degree or higher.

While successful completion of the NYSATAS is not required until June 2009 for Teaching Assistants employed prior to February 2, 2004, the requirements for New York State Certification as a Teaching Assistant must be completed by February 2006.

Teaching Assistants hired on or after February 2, 2004, must meet the New York State Teaching Assistant License Requirements that became effective February 2, 2004.

2. All Teaching Assistants are required to successfully complete 75 hours of in-service instruction as outlined in the BOCES Professional Development Plan within 5 years of BOCES appointment of the individual as a Teaching Assistant, and every 5 years of employment thereafter. Per the collective Bargaining Agreement, the BOCES shall provide in-service opportunities as it may deem advisable for Teaching Assistants at its expense, and such instruction shall be conducted during the Teaching Assistant's workday. The BOCES Professional Development Plan (PDP) defines other opportunities for achievement of the 75 hours other than and in addition to defined in-service opportunities applicable to fulfillment of the 75 hour requirement.
3. All Teaching Assistants who work the full instructional day at his/her assigned work location shall be eligible for tenure in accordance with the procedures specified in New York State Education Law.
4. In the event any individual employed prior to February 2, 2004, is unable to fulfill the requirements for certification as a Teaching Assistant, every effort will be made to place that individual in an Educational Assistant position provided an EA position is available and the individual possesses the qualifications necessary to fulfill the essential functions of the position as determined by the BOCES. If an EA position is unavailable or the individual does not possess the qualifications necessary to fulfill the essential functions

of a specific vacant EA position, then the individual shall be placed on the Preferred Eligibility List in accordance with Article IV of the Collective Bargaining Agreement. Placement on the Preferred Eligibility List shall be based on total BOCES service as both an Educational Assistant and a Teaching Assistant.

5. Individuals serving in Educational Assistant positions shall not be displaced by individuals who have not met the certification requirements to be a Teaching Assistant. In order to revert from a Teaching Assistant position to an Educational Assistant position, an EA position must be vacant and the individual must possess the qualifications for the position as determined by the BOCES.
6. Seniority for full-time Teaching Assistants shall be determined in accordance with New York State Education Law.
7. A tie in the date of appointment of full-time Teaching Assistants shall be broken in favor of the Teaching Assistant with the greatest total length of BOCES employment. Any remaining ties shall be resolved by drawing of numbered lots.

TRANSFERS

1. Reduction in Force^{2/14} Related: Unit Members who are not being laid off, but whose assignments are affected by a reduction in force shall be transferred according to the following procedure:
 - a. Transfer with teacher as assigned unless the teacher is being transferred to a position where another unit member is already assigned or where no unit member is normally assigned.
 - b. Where teacher to whom unit member is assigned is transferring, but the class will continue at the current location, the unit member will have the option to remain at the current location.
 - c. All other displaced unit members will be identified by the Administration by June 1 of each year based upon the availability of existing enrollment data. The Administration and Faculty Association Unit Chairperson will establish a common seniority list, ranking those affected employees pursuant to Article IV.F. Appointments to fill unit member vacancies shall not be made between May 15 and the date displaced unit members are assigned to vacancies as described below.

The Administration will provide to each displaced unit member a list of assumed vacancies by June 1 to include the program location, preliminary hours and the name of the appropriate supervisor or principal. Displaced unit members, who are not being laid off, will be afforded the opportunity to visit potential locations upon approval of the Director for the purpose of discussing program alternatives and requirements with the appropriate supervisor/principal. Each displaced unit member may visit a maximum of three (3) locations, for up to one-half (½) work day per location. Additional visits may be approved at the discretion of the Director.

Within ten (10) working days, on the appropriate form, the employee shall develop up to three preferences, including a rationale for each, and shall prioritize the remainder of the vacancy list. This form shall be submitted to the Division Director. Assignments will be made by June 18 by a committee selected by the Division Director and the Faculty Association Unit Chairperson. Assignments will be made using rank order (most senior to least senior unit member) with specific job requirements, professional and personal qualifications considered.

- d. In each division, up to five (5) requests for transfer received prior to May 15th from unit members who are not affected by a reduction in force shall be included in the transfer pool. Requests shall be honored on the basis of seniority. Management reserves the right to refuse transfers on the grounds of adverse effect on the educational process provided it does so in consultation with the CAPITAL REGION BOCES Faculty Associations Chapter Vice President.

2. Voluntary Transfers

Employees may request a transfer of assignment to (1) a specific vacancy or (2) a vacancy that may occur in the future. The employee shall submit a Transfer Request Form to their supervisor. A request for transfer to a future vacancy shall indicate a specific type of class (i.e., CDS), a location or a teacher. Members of the bargaining unit shall be considered prior to filling the vacancy from outside the unit. Transfers will be made on the basis of the best interest of the educational program. When all other factors are equal, transfers will be made on the basis of seniority. Employees whose request for a transfer is not granted will be notified by BOCES.

3. Involuntary Transfers

Management reserves the right to make transfers on the grounds of adverse effect on the educational process, provided it does so in consultation with the Capital Region BOCES Faculty Chapter Vice President.

4. Limitation on Transfer

Consultation with the Association shall not be construed to require mutual agreement.

DISCIPLINARY PROCEDURES

1. Notice of Deficiency

The unit member shall be advised in writing of any deficiency in the performance of duties and shall be given a minimum of thirty (30) calendar days to make his/her performance satisfactory.

2. Misconduct

In case of alleged dishonesty, drunkenness, or criminal acts, a unit member may be suspended without pay and without any notice or warning.

3. Arbitrary Discipline

No employee in the bargaining unit will be disciplined or dismissed arbitrarily.

4. Conference

Upon request, written reasons for dismissal shall be provided to a bargaining unit member.

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