

Tentative Memorandum of Agreement

between

ST. LAWRENCE-LEWIS BOARD OF COOPERATIVE EDUCATION SERVICES

and

ST. LAWRENCE-LEWIS BOCES

TEACHERS' ASSOCIATION

The following is a tentative agreement and shall be enforced pending ratification by the SLL BOCES TA membership and the SLL BOCES Board of Education. The following represents the only agreed upon changes to the 2014-2018 collective bargaining agreement. Items not mentioned shall remain unchanged in the collective bargaining agreement.

- 1. Three year agreement, effective July 1, 2018 – June 30, 2021**
- 2. Article II – Recognition (page 1), add to recognized titles: “Speech Therapists, BCBA, Adult Education Coordinators. Add to excluded titles: “Interns”**
- 3. Article VII – Conditions of Employment, Section 3, Evaluation (page 6), add to end of paragraph one: “Negotiations procedures and rubrics for members not covered by 3012-d shall be attached as Appendix G.”**
- 4. Article VII – Conditions of Employment, Section 9, Administrative Function (page 8), add to end of paragraph one:**

“In addition, the Chief School Administrator shall inform the Association in writing on a monthly basis of any new hires, physical location, and job description of newly created positions within the Unit.”

- 5. Article VIII – Grievance Procedure (page 10): Amend to read:**

Section 1: Declaration of Policy

In order to maintain a harmonious and cooperative relationship among unit members, administrators, and members of the Board of Education which will enhance the educational program of the St. Lawrence-Lewis BOCES, it is hereby declared to be the purpose of this procedure to provide a means for orderly settlement of differences as to the meaning and application of the provisions of this Agreement, promptly and fairly, as they arise.

Section 2: Definitions

1. Unit member shall mean anyone whose position is included in the bargaining unit per Article II, Recognition, of this Agreement.
2. Administrator shall mean anyone appointed by the BOCES to a designated administrative position.
3. Representative shall mean a designated local or state Association representative or the aggrieved party's legal counsel.
4. Aggrieved party shall mean the person(s) listed as grievant on the grievance form.
5. Grievance shall mean a claimed violation, misinterpretation, or misapplication of the terms of this Agreement.

Section 3: Basic Principles

1. It is the intent of this procedure to provide for the orderly settlement of differences as to the meaning and application of this Agreement in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. The aggrieved party shall have the right to have a designated-representative present at any stage of the procedure.
3. The aggrieved party shall have the right to present a grievance in accordance with this procedure, free from coercion, interference, restraint, discrimination, or reprisal.
4. It shall be the responsibility of both parties to take such action as may be necessary to give force and effect to this procedure.

Section 4: Procedures

Step 1 - Immediate Supervisor/Principal (Informal): Discussion between the aggrieved party and/or the Association and the Principal/Supervisor will be held. Within three (3) school days of this discussion, the Principal/Supervisor shall give his/her verbal response. If the grievance is not satisfactorily resolved at this stage, the aggrieved party may proceed to Step 2.

Step 2 – Division Director (Formal): No later than twenty (20) school days* after the date of the occurrence or the date upon which the aggrieved party could reasonably be expected to have known of the occurrence, whichever is later, the grievance shall be presented to the Division Director on the agreed-upon form (attached to this Agreement as Appendix B). Within five (5) school days of such presentation, the Division Director shall give his/her written response. If this response does not satisfactorily resolve the grievance, the aggrieved party may proceed to Step 3.

**The Association will advise the District Superintendent no later than June 30th as to their awareness of the existence of any issue that may be grieved in September.*

Step 3 - Assistant Superintendent for Instruction: No later than twenty (20) school days following receipt of the Division Director's response, the grievance shall be presented to the Assistant Superintendent for Instruction. Within five (5) school days of such presentation, the Assistant Superintendent for Instruction will provide a written response to the grievance. If this response does not satisfactorily resolve the grievance, the aggrieved party may proceed to Step 4.

Step 4 - District Superintendent: No later than ten (10) school days following receipt of the Assistant Superintendent for Instruction's response, the grievance shall be presented to the District Superintendent. Within ten (10) school days of such presentation, the District Superintendent will hold a hearing. The District Superintendent will provide a written response to the grievance within five (5) school days of such hearing. If this response does not satisfactorily resolve the grievance, the **Association** ~~aggrieved party~~ may proceed to Step 5.

Step 5 - Board of Education: If the grievance remains unsettled, the Association shall have ten (10) school days from the date of the Step 4 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 next regularly scheduled board meeting or within thirty (30) school days of such presentation, whichever is later. The aggrieved party 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 ten (10) school days after the date of the hearing. If this response does not satisfactorily resolve the grievance, the **Association aggrieved party** may proceed to Step 6.

Step 6 - Arbitration: No later than fifteen (15) school days following receipt of the Board's response, the Association may submit the grievance to arbitration by written notice to the District Superintendent.

Within five (5) school days after such written notice of submission to arbitration, the District Superintendent 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.

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.

The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues. The decision of the arbitrator shall be final and binding upon all parties.

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

Section 5: 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 BOCES and the Association. The District Superintendent shall then have them printed and distributed so as to facilitate operation of the grievance procedure.

B) The District Superintendent 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 BOCES expense of all proceedings in Steps 2, 3, 4, 5, and 6, 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 BOCES, 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.

6. Article IX – Fringe Benefits, Section 1, Death Leave, (page 14): **Delete sunset clause.**

7. Article IX – Fringe Benefits, Section 3, Personal Business/Emergency Leave, subsection c (page 14), amend to read and reletter: 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 personal~~ 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 five (5) three (3) days of unused.~~

C) **Members beginning the school year with the maximum sick leave accrual may carry forward one personal day from the previous year to a maximum of five (5) personal days.** Unused **Personal 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 may be used to extend a holiday or vacation period with the approval of the District Superintendent subject to staffing needs, or for the purpose of obtaining more favorable travel arrangements; Leave under this provision may not be used 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 (WinCap) 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 forty-eight (48) hours of unit member's return from leave.

8. Article IX – Fringe Benefits, Section 5, Sick Leave, C,3, (page 17): **Amend to read: “403(b) employer non-elective contribution shall be contributed no later than July 3rd 31st following the last day of service and in accordance with, and subject to the conditions outlined in Article XII, Section B. Employees must establish a non-elective 403(b) account no later than June 30th in order to be paid out July 31st. Failure to establish an account will delay payment until 30 days from such time as an account has been created.**
9. Article IX – Fringe Benefits, Section 5, Sick Leave, (page 17): **Add new subsection D, “Any unit member with twenty (20) years of experience with BOCES who has exhausted available personal days may convert five (5) unused sick days for one (1) personal day. This conversion may occur no more than once in any school year.”**
10. Article IX – Fringe Benefits, Section 8, Sabbatical Leave: **Delete entire section and renumber.**
11. Article IX – Fringe Benefits, Section 9, Jury Duty: **Add “Employees will not accept payment for jury duty through the court system for regular school days. Any payment must be remitted to SLL BOCES.”**
12. Article IX – Fringe Benefits, Section 11, Health Insurance, 1, 2.: **Amend to read**

4) Effective October 1, 2019, or as soon thereafter as possible, the health insurance plan for active and retired members shall be the St. Lawrence-Lewis School District Employees' Medical Plan, as modified by Rider 9 **10 benefit level as of the signing of this agreement.** (attached as Appendix E). Plan change will take place after ratification by both parties. ~~provided that unit members and retirees will not accrue any liability for medical and prescription co-pays and deductibles for the current plan year beyond the limits stated in Rider 9.~~

2) Effective concurrently with the implementation of Rider 9 **10:** active unit members who are at least .4 FTE shall assume **nine percent (9%) for the 2019-20 school year and ten percent (10%) for the 2020-21 school year** ~~eight percent (8%)~~ of the health insurance pure premium cost for individual/dependent enrollment; active unit members who are less than .4 FTE shall assume the premium cost for the portion of FTE not employed, as well as ~~eight percent (8%)~~ **nine percent (9%) for the 2019-20 school year and ten percent (10%) for the 2020-21 school year** of the pure premium cost for FTE employed.*

Full-time unit members who are involuntarily reduced to part-time status of less than forty percent (40%) will continue to be responsible for the ~~eight percent (8%)~~ **nine percent (9%) contribution for the 2019-20 school year and **10 percent (10%)** for the 2020-2021 school year. ~~only.~~*

13. Article XI – Salary, B, 1,2: Amend to read

~~“1) Pay for approved hours is thirty-five dollars (\$35.00) per hour in blocks of three (3) hours to a maximum of ninety (90) hours beyond provisional certification and/or graduate level hours for unit members employed during the 1979-80 school year.~~

- 1) 2) Unit members employed for service beginning July 1, 1980, shall be paid thirty-five dollars (\$35.00) 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.

Unit members first employed for service following the signing of this agreement, shall be paid thirty-five dollars (\$35.00) per approved hour in blocks of three (3) hours to a maximum of sixty (60) 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.

14. Article XI – Salary, C, 1,2: Amend to read

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 one hundred sixty dollars (\$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 six hundred dollars (\$600) for the Master's Degree.

15. Article XI– Salary, Section K: ADD

“When the need for a long-term substitute is needed and it is known the position will go beyond 25 days, employees will be paid at the rate of 1/200th of the base rate for a certified or non-certified teacher dependent upon the substitute’s certification status and will start on the salary schedule when the position commences.

16. Article IX – Salary (page 29): Add new Section N –**“BCBA and CTE Teachers who require NYS Licensing for employment shall be reimbursed for their NYS re-licensing fees.”**

17. Article XI – Salary, Appendix D – Salary Schedules (pages iv-vii), salaries shall increase as determined by the bargaining process.

2018-19: 3% retroactive to July 1, 2018

2019-20: 3.52% retroactive to July 1, 2019

2020-21: 3.52%

18. Article XV, Miscellaneous Provisions, Section 2, Purchasing: **Delete and renumber**

19. Article XV, Miscellaneous Provisions, Section 3, BOCES Teachers’ Association (page 32): Add new Sub-section 3 – **“Annually, the Association shall be permitted to hold two (2) meetings, not to exceed one hour in length within the work day after the students have been dismissed to meet with the members at the work site. The Association meeting may not preempt a previously scheduled staff meeting.**

20. Article XV, Miscellaneous Provisions, Section 4, Agency Fee: **Delete and renumber**

21. Article XV, Miscellaneous Provisions (page 33): Add new Section 6 – **Previous Agreements: Add language of Joint Study Addendum dated September 2010 and include the following, “BOCES programs that do not fall in any of the above**

categories shall follow the Snow Day/Give Back policy of the School District where the program is geographically located.” (Attached)

22. Article XVI – Orientation, A: Amend to read “Subject to the constraints imposed by the Regional Calendar the BOCES may schedule no more than one Superintendent's day in the month of August. The District Superintendent shall mutually agree with the unit President or Presidents prior to scheduling more than one Superintendent's day in August.”

The following items will be moved immediately to the Joint Study Council for discussion and agreement. Any agreement reached in Joint Study Council will be added to the CBA immediately after ratification by both parties.

1. Discussion will continue regarding workload and class size, for Itinerant Service Providers, Itinerant Teachers, Shared Teachers, Department Chairs, and CTE Teachers.
2. The parties will continue to improve upon the current safety procedures and state mandated safety programs.
3. Article VII – Conditions of Employment (page 9), add: **Section 13, School Year:**

“The regular school year shall consist of 180 days. These days include regular classroom instruction days, staff development days, or any days unit members are required to report to earn their annual salary outlined in Article XI of this agreement. (NEW) Extra days will be paid at per diem rate or comp time.”

4. Article VII – Conditions of Employment (page 9), add: **Section 14, Planning Period:**
“Every unit member will be scheduled with at (NEW) least thirty minutes or the equivalent of one class period of unencumbered time for the purposes of planning. Unencumbered shall mean free from supervision or meetings.”

Snow Days/Give Back Days

(Approved by the Joint Study Council in October 1996)

(Updated September 2010)

Special Education

1. Special Education housed in district buildings
 - Snow days** will follow district announced closings.
 - Give back days** will follow district give backs.
2. Greenhouse - NWT
 - Snow days** will follow NWT announced closings.
 - Give back days** will follow Ogdensburg closings.

3. Psychiatric Center

- Snow days** will follow Ogdensburg announced closings.
- Give back days** and school calendar discrepancies: if at least 50% of the students in the total program will be sent by their districts, then the program will be open.

4. Specialized Alternative Programs (Community Connections)

- Snow days** follow the district where the program is located.
- Give back days** and school calendar discrepancies will follow the district where the program is located.

5. Special Education itinerant staff

- Snow days** will follow schedule of the districts where the students are assigned. (An itinerant staff member may be working partial days, if their schedule follows one district which is open and another which is closed.)
- Give back days** will follow the schedule of the districts where the students are assigned.

6. Beginning Years Center Based

- Snow days** will follow district announced closings.
- Delays:** Beginning Years will cancel the morning session if there is a delay of school.
- Give back days** will follow district give back days.

7. Beginning Years Home-Based (itinerant)

- Snow days** will follow the closing of the district where the student resides. (A staff member may be serving a partial caseload).
- Give back days** will follow the schedule of the districts where the students live.

8. Transition Services

- Snow days** for students will follow district where the student resides or the host school if the student is in BOCES classroom.
- Snow days** for adults are given if staff do not have an adult who needs on-site support at a work-site or a staff chooses to keep critical appointments with an adult consumer. (Staff is required to cancel their own meetings with adult consumers if a snow day will be taken.)
- Give back days** will follow give back days of students' home/host school on their caseload.
- End of year:** The last required day of attendance is determined based on the number of snow days taken during year and adding the number of snow days/give back days to 180 of work. This procedure equalizes the number of days worked in each transition service region.

Career and Technology Education Centers

1. **Snow Days:** Area Career and Technology Education Centers will close due to adverse weather conditions as follows:

- Seaway Tech will close when 60% of the students will not be in attendance because of adverse weather conditions.

- Northwest Tech will close when 60% of the students will not be in attendance because of adverse weather conditions.
- Southwest Tech will close when 60% of the students will not be in attendance because of adverse weather conditions. In effect, when Gouverneur Central and any other district close for adverse weather, Southwest Tech will close.

2. **Give Back Days:** The issue of give back days is handled on a case by case basis between each area Career and Technical Education Center and each of the sending schools. Tech Centers will close only in the event that the majority of students will not be attending, and only the concurrence of all sending schools. In some cases, arrangements are made to provide specialized training to students when only a small number are attending.

3. **End of Year:** The last required day of attendance for Career and Technical Education teachers has been determined by adding the number of snow days/give back days to 180 days of instruction to determine the last day. This procedure equalizes the number of days worked at the three tech centers.

Adult Education

1. Snow Days

- Centers housed in tech centers or in proximity of one will close when the tech center is closed.
- Centers housed in a district, not in proximity of a tech center, will follow the district's closing.
- One Stop Career Center will follow Canton district closings.
- Home based – **Snow days** will follow the closing of the district where the student resides. (A staff member may be serving a partial caseload.)

2. Give Back Days

- Centers housed in tech centers or in proximity of one will follow the tech center closing.
- Centers housed in a district, not in proximity of a tech center, will follow the school districts in which they are located.
- One Stop Career Center will follow Canton district give back days.
- Give back days will be determined based on the number of snow days taken during the year and adding the number of snow days/give back days to 180 of work. These days will be taken with approval of the Supervisor of Adult Education. This procedure equalizes the number of days worked in each adult education service region.**

3. Industrial Sites (i.e. Alcoa, GM)

- Closing** will be left to the discretion of the teacher.

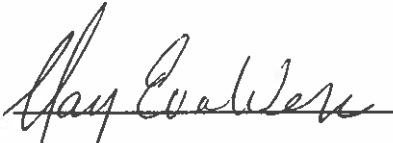
4. Incarcerated Youth

- Snow days** will follow Canton
- Give back days will be determined based on the number of snow days taken during the year and adding the number of snow days/give back days to 180 of work. These days will be taken in agreement with the St. Lawrence County Correctional Facility and with approval of the**

Supervisor of Adult Education. This procedure equalizes the number of days worked in each adult education service region.

Overnight Pay for Alternative Education Programs (Approved by Joint Study Council 8/8/02)
Teachers in Alternative Education programs, for whom overnight trips with students are a required part of the job, will be paid \$100 per overnight up to a maximum of 10 overnights during any school year.

For the Association:

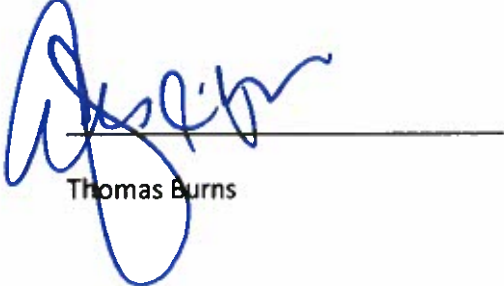


Mary Evans-Welpe



Danny Scaggs

For the BOCES:



Thomas Burns