

***AGREEMENT BETWEEN  
THE DUTCHESS COUNTY BOARD OF  
COOPERATIVE EDUCATIONAL SERVICES***

***AND***

***THE DUTCHESS COUNTY BOARD OF  
COOPERATIVE EDUCATIONAL SERVICES  
ADULT EDUCATION INSTRUCTORS ASSOCIATION***

***JULY 1,2010 - JUNE 30, 2014***

**TABLE OF CONTENTS**

**PREAMBLE .....1**

**ARTICLE I - REQUISITES.....1**

**ARTICLE II - GRIEVANCE PROCEDURE.....10**

**ARTICLE III - WORKER'S COMPENSATION.....12**

**ARTICLE IV - SICK LEAVE BANK.....12**

**ARTICLE V - INSURANCE .....12**

**ARTICLE VI - HOURS .....14**

**ARTICLE VII - MEETINGS .....14**

**ARTICLE VIII - TERMS OF EMPLOYMENT.....15**

**ARTICLE IX - LEAVES OF ABSENCE.....18**

**ARTICLE X - TEACHERS/INSTRUCTORS FACILITIES.....21**

**ARTICLE XI - INSTRUCTIONAL EQUIPMENT.....21**

**ARTICLE XII - NON-TEACHING DUTIES.....22**

**ARTICLE XIII - PROFESSIONAL OPPORTUNITIES.....22**

**ARTICLE XIV - COMPENSATION - TEACHERS/INSTRUCTORS.....22**

**ARTICLE XV - DURATION OF AGREEMENT - SIGNATURES .....23**

## PREAMBLE

This document is an agreement between the Dutchess County Board of Cooperative Educational Services, hereinafter referred to as the BOCES, and Dutchess County Board of Cooperative Educational Services Adult Education Instructors Association, hereinafter referred to as the Association, over the terms and conditions of employment of the members of the negotiating unit defined in Article 1.

The BOCES and the Association agree that the primary function of the BOCES and its professional staff is to assure each student attending the BOCES classes the highest level of educational opportunity. The BOCES and the Association agree to take the necessary steps to achieve that function and agree that the BOCES educational program includes consideration of the quality and morale of the staff.

## ARTICLE I - REQUISITES

### A. RECOGNITION

1. The Dutchess County Board of Cooperative Educational Services has recognized the Dutchess County Board of Cooperative Educational Services Adult Education Instructors Association, hereinafter referred to as the Association, as the exclusive bargaining agent for the negotiating unit defined as "Lead Teacher Certified Nursing Assistant Training, Teacher GED/ESL, Teacher GED, Case Counselor, Case Counselor/Placement, Program Assistant/Teacher, Teacher Office Practice, Adult Ed Instructor/Work Experience, ESL Lead Teacher, Case Manager-Dream Weavers, Employment and Training Specialist, Instructor of Warehouse/Physical Distribution, Lead Teacher, Instructor of Computer Network Technology, Instructor of Computer Software Technology, Instruction of Computer Technology, Certified Nursing Assistant Instructor, Case Manager-Transition Program excludes all supervisory personnel, interns and coordinators, and per diem personnel."

### B. PERIOD OF UNCHALLENGED REPRESENTATION STATUS

1. The BOCES shall negotiate only with the Association on matters properly subject to collective bargaining for that time which the Association represents the unit members. Such recognition shall be continuous unless challenged.

### C. LEGISLATIVE APPROVAL

1. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

D. PRIOR POLICY

1. This agreement shall supersede any rules or regulations or practices of BOCES which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and considered part of the established policies of the BOCES.

E. SAVING CLAUSE

1. If any provision of this agreement shall be found to be contrary to law all other provisions of this contract will continue in full force and effect.

F. COPIES OF THE CONTRACT

BOCES shall provide copies of this agreement to all members of the unit and copies to the Association.

G. DEFINITIONS

1. Administrator shall be interpreted to be any person holding supervisory authority.

2. Immediate Supervisor shall be that administrator designated by the administration to whom the unit members are directly responsible for the particular assignment. Unit members shall be advised of their immediate supervisor.

H. NEGOTIATION MEETINGS

1. In the event that the BOCES requests that negotiations be held during regularly scheduled class hours, persons required to be present at such negotiations as part of the Association's negotiating team shall suffer no loss of pay by attendance at such negotiations.

I. BOARD AGENDA AND MEETING MINUTES

1. Copies of the Board agenda and meeting minutes shall be provided to the President of the Association.

J. VOLUNTARY TRANSFERS

1. Unit members employed by BOCES shall be given an opportunity to apply for other employment opportunities available in BOCES when BOCES determines that a vacancy exists. The District Superintendent shall publish and post a list of employment opportunities and make that list available in the central office of the administration. At

the same time, copies of that list shall be forwarded to the unit members through their duly recognized representative.

2. No later than ten (10) calendar days after posting, unit members may file applications for reassignment or transfer to positions posted.

3. The BOCES shall consider requests for reassignment or transfer before new assignments of new unit members are made. However, when the needs of the education system dictate otherwise, such new assignments may be made.

4. Unit members who desire a change in area and/or position or who desire to be transferred to another school building shall file a written statement of such desire with their immediate supervisor. Copies of such application shall be filed with the next highest person in the administration and with the District Superintendent. Such application shall be made no later than May 10. Applications shall include a specific description of the change desired by the unit member.

5. The BOCES shall post and send to the Association President a list showing the names and specific area assignments of all persons who have been reassigned or transferred within seven (7) calendar days of said reassignment or transfer.

6. In the determination of requests for voluntary assignments or transfers, the convenience and wishes of individual unit members will be honored to the extent that they do not conflict with the instructional requirements and the best interests of the school system. If more than one (1) unit member has applied for the same position, the unit member best qualified for that position shall be appointed, and qualifications being substantially equal, seniority in the BOCES system shall usually control.

7. Vacancies that occur during the summer will be communicated to the Association by the BOCES. Posting timelines included in the Voluntary Transfer section shall be subject to the posting timelines detailed in the Employment Opportunities within the BOCES section for the period August 1 to opening day.

8. All voluntary transfers shall be pursuant to a signed written agreement setting forth the position, salary and other terms and conditions of employment.

#### K. INVOLUNTARY TRANSFER

1. Notice of an involuntary transfer or reassignment shall be given to unit members as soon as practical, and where possible, not later than ten (10) calendar days before such transfer.

2. When involuntary transfer or reassignment is necessary, a unit member's area of competence, major and/or minor field of study, quality of performance, experience and length of service in BOCES and the specific requirements of the position will be considered in determining which unit member, if any, is to be transferred or reassigned. Such unit members will be placed only in a comparable position.

3. An involuntary transfer or reassignment will be made only after a meeting between the unit member involved and the District Superintendent, or his designee, at which time the unit member will be notified of the reasons therefore.

4. Unit members who are involuntarily transferred within the BOCES system will not suffer any loss of salary, step or other right/protection provided by law.

5. In arranging schedules for unit members who are assigned to more than one location, an effort shall be made to limit the amount of inter-location travel. Such unit member shall be notified of any change in their schedules as soon as possible.

L. EMPLOYMENT OPPORTUNITIES WITHIN THE BOCES

1. The BOCES shall post notices in each BOCES center of all openings in the Adult Education Instructors Unit. The BOCES shall provide the Association President with two (2) copies of the notices of all vacancies for positions within the BFA, Support Staff Association and Adult Education Instructors Unit so that unit members outside the BOCES centers may be informed of the openings. Unit members shall be allowed up to ten (10) calendar days to apply for any posted openings. Applications shall be made in writing to the District Superintendent, or his designee, within the time limits specified in the notice. Vacancies will be filled on the basis of qualifications for the vacant post.

In the event that vacancies occur during the summer vacation, a notice shall be forwarded to the Association for dissemination to its members, and unit members shall be allowed reasonable time to apply for any posted openings, not less than ten (10) calendar days.

2. The job title, location, and minimum professional requirements shall be included with all notices of openings in professional positions.

3. The posting timelines requirements in this article and the Transfer Article are eliminated during the period August 1 through opening day of each year. All applications for transfers received prior to August 1 shall be considered.

4. A locked bulletin board in a visible accessible location containing current postings and employment opportunities will be placed in the ALI building.

M. SENIORITY

1. When unit members within the same seniority area are appointed by the BOCES Board on different Board meeting dates, with the same effective dates of employment, the earliest date of action by the BOCES Board will govern the placement of these unit members on a seniority list.

2. When unit members within the same seniority area are appointed by the BOCES Board on the same date, with the same effective date of employment, with separate resolutions of appointment, the order of the resolutions will govern the placement of these unit members on a seniority list.

3. When unit members within the same seniority area are appointed by the BOCES Board on the same date, with the same effective date of employment, with a group resolution of appointment, the order of listing within the resolution will govern the placement of these unit members on a seniority list.

4. This agreement supersedes any previous agreements, understandings and past practices and constitutes the full understanding of both parties.

N. UNIT MEMBER FILES

1. No material other than that of a routine financial nature or that used in the hiring process shall be placed in the file unless the unit member has had an opportunity to read the material. In any case of inspection by a member of the bargaining unit, an administrator or an administrator's designee shall be present.

2. The unit members shall have a reasonable opportunity to acknowledge that they have read such material by affixing their signatures on the actual copy to be filed with the understanding that such signatures merely signifies that they have read the material to be filed. Such signatures do not necessarily indicate agreement with its content. The unit members shall have the opportunity to make a written statement to be permanently attached thereto in response to any material placed in their file.

3. Upon request, unit members will be given access to their files within a reasonable period of time, but not later than three (3) work days after the request. No unit member shall be shown confidential recommendations received from sources outside of the school at the time of appointment.

4. A unit member may copy any material found in his/her file.

5. The file will contain a record of the unit members completion of any class required to obtain or retain Adult Education teaching certification provided that said record was previously provided to the BOCES or where the BOCES provided said class.

O. HANDBOOK AND ESSENTIAL FORMS

1. A handbook shall be distributed to all unit members prior to the members beginning work. Updates to the handbook will be provided to each member as issued. Essential forms (personal leave, conference leave, dental forms, etc.) shall continue to be made available at ALI and any successor locations.

P. USE OF SCHOOL FACILITIES

1. There shall be one bulletin board in each school building which shall be placed in the Staff and Faculty Room or some other convenient location selected by the Administration for the use of professional personnel. All postings on the bulletin board must be pre-approved by Administration.
2. The Association shall have the right to schedule Association meetings before report-in time or after work hours with prior notice to the BOCES.
3. The Association shall have the use of school buildings without cost at reasonable times of any day or evening for its meeting or other business provided that its use will not conflict with other events and provided further, that the Association obtains approval for such use prior to its occurrence.
4. The Association may also use BOCES office equipment provided that prior approval has been granted on due notice.
5. The Association shall have the use of school mailboxes for communications with its members until a court or agency with jurisdiction rules otherwise.

Q. REIMBURSEMENT FOR USE OF AUTOMOBILE

1. The travel of the unit member from the unit member's home to the first place of employment daily shall be the obligation of the unit member. Travel of the unit member from the first place of employment to any other location during the school day shall be compensated at the IRS mileage deduction rates. Evening travel and weekend travel shall be compensated at the IRS mileage deduction rates computed from either the BOCES center or the home of the unit member, whichever is less, provided such time is outside the unit member's scheduled assignment. Reimbursement for authorized use of unit member's automobile to perform assigned school duties shall be made at the IRS mileage deduction rate. All claims for travel reimbursement shall be submitted on forms provided by the Board.

R. DUES DEDUCTION

1. The BOCES agrees to deduct dues from the salaries of unit members' for the Adult Education Instructors Association and affiliated organizations. Said unit member, individually and voluntarily, will authorize the BOCES, in writing, to deduct any or all of such Association's dues and to transmit the monies promptly to the Association.
2. The Association will certify to the District Superintendent or designee, in writing, the current rate of its membership dues. Any change in rate of membership dues will be given to the BOCES thirty (30) calendar days prior to the effective date of such change.
3. Deductions will be made in as nearly equal monthly installments as is practicable during the work year. The BOCES will not be required to honor authorizations for any



cancellations or new deductions that are delivered to it later than fifteen (15) calendar days prior to the distribution of the payroll affected by such change. However, said deductions will be fully retroactive to the pay period within which the authorization was submitted.

4. No later than November 1st of each year, the BOCES will provide the Association with a list of those employees from whom dues are being deducted. The BOCES will notify the Association monthly of any changes in said list.
5. The BOCES will make continuous deductions as long as the unit member is employed in this BOCES. Any changes involving a new school year must be submitted, in writing, no later than fifteen (15) calendar days prior to the first payroll in September.
6. The BOCES in no event will be liable for the payment of any dues for any unit member under this Article.
7. The BOCES shall deduct from the salaries of those members of the bargaining unit, who are not members of the Association, a service fee (agency fee) equivalent to the total amount of annual per capita dues paid by the members of the Association.
8. The agency 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 fee directly to the Association by the last work day in September.
9. Any bargaining unit member subject to the agency fee charge who is employed for less than a full school year, shall pay a service fee equivalent to the pro rata portion of the total annual per capita dues paid by members of the Association.
10. The Association hereby agrees that it will at all times hereafter indemnify and save harmless the BOCES against any liability, loss, damage, cost or expense which it may incur or sustain by reason of any action, suit or proceeding which may be brought against the BOCES by any other person, firm or corporation that may have been or may be claimed to have been damaged or injured in any way by reason of the foregoing agency fee provision of this Contract. It is further agreed that in the event any action, suit or proceeding is brought against the BOCES or any officer or employee for any liability arising out of the aforesaid agency fee provision, said BOCES or BOCES officer or employee shall at once give notice in writing to the Association by mail, addressed to the President of the Association. Upon the giving of such notice, the Association, at its own expense, shall defend any such action, suit or proceeding and take all such steps as may be necessary or proper therein to prevent the obtaining of a judgment against the BOCES or its officer or employee and in the event that any such judgment is obtained by the BOCES prior to the making of any demand upon the BOCES for payment, will pay such judgment in its entirety.

S. ORIENTATION DAY

1. The President of the Association or representative may meet with the District Superintendent or designee during August of each year to discuss arrangements for orientation day, if such day is scheduled.

T. ADMINISTRATIVE - ASSOCIATION LIAISON COMMITTEE

1. A committee composed of Association representatives shall meet with the individual Division Director or designee and other administrators as selected by the Division Director or designee, as needed, for the purpose of discussing problems of mutual interest. The time and place of meetings shall be the decision of each committee and shall be set by mutual consent.

U. DISTRICT SUPERINTENDENT'S LIAISON COMMITTEE

1. There will be at least two (2) meetings a year of the District Superintendent or designees with the executive committee of the Association. The Association will request a meeting at least two (2) weeks in advance and an agenda will be provided one (1) week in advance. Both parties may mutually agree to hold additional meetings.

V. PAYROLL CHECKS

1. All persons on a ten month salary schedule will have the option of being paid by the BOCES in either:
  - (i) 22 equal bi-weekly installments or,
  - (ii) 21 equal bi-weekly installments, each equal to 1/26th of the members annual salary and a 22<sup>nd</sup> bi-weekly installment equal to 5/26th of the members annual salary to be paid on the last pay day in June.
2. In the event that a unit member has been granted permission to leave before the final pay day, the remaining salary due will be paid upon request at the time of departure, where this is possible.

W. DISCIPLINE

1. A teacher/instructor may send a student from class to the immediate supervisor or counselor when the gravity of the offense, the persistence of the misbehavior or the disruptiveness of the violation makes continued presence of the student in the classroom intolerable. In such cases, teachers/instructors will furnish the supervisor or counselor as promptly as their teaching obligations will allow the full particulars of the situation. The administrator shall take appropriate steps to insure that the student's subsequent return to the class is conditioned upon recognition that further classroom disruption may involve further exclusion from the class. BOCES shall give all reasonable support and

assistance to the teacher/instructor with respect to the maintenance of control and discipline in the classroom.

2. Suspension of students from school may be imposed only by the District Superintendent or his duly designated representative.
3. Any case of assault upon unit members in the performance of their duties shall be promptly reported to the District Superintendent through the unit member's immediate supervisor and the District Superintendent shall respond to the unit member with regard to any such report.

X. FLEXIBLE BENEFIT PLAN

1. A flexible benefit plan shall be available to the extent available to other BOCES employees.

Y. CALENDAR VARIATIONS

1. All ten month employees shall follow the standard BOCES calendar for instruction employees. All twelve month employees shall follow the standard BOCES calendar for non-instructional employees. In the event an employee is required to work on a day other than the standard BOCES calendar for the applicable group, he/she shall receive an additional day(s) off which must be used in the fiscal year earned.
2. It is the intention of BOCES that unit members will work the same number of days. However, this shall not apply when members have different work years (10 mo. v. 12 mo.) or between 12 month instructors and 12 month clerical/administrative staff.
3. The Association may submit to the BOCES its suggestions concerning the school calendar. The District Superintendent shall consider such suggestions in finalizing the calendar.

Z. SUBSTITUTES

1. In case of absence, the teacher/instructor shall notify their immediate supervisor. If BOCES determines that a substitute is necessary, the immediate supervisor of the absent teacher/instructor will use his/her best efforts to secure the substitute.

AA. ADULT EDUCATION

1. Where Adult Education courses are to be opened, whenever possible, all things being relatively equal, preference shall be given to a unit member before outside personnel are selected.

AB. EVENING MEETINGS

1. Unit members shall not be required to attend more than one (1) evening meeting each term for open house.
2. Attendance at any other evening meetings, shall be at the option of the individual unit member, except that new personnel may be required to attend additional orientation sessions.

AC. STAFF FACILITIES

BOCES shall make a good faith effort to secure the changes sought in complaints by unit members relative to staff facilities when it determines that such complaints are meritorious. Such efforts shall not be subject to the grievance procedure.

**ARTICLE II - GRIEVANCE PROCEDURE**

A grievance shall mean any written complaint by any unit member or group of unit members covered by the contract based on an alleged violation, misinterpretation or inequitable application of any of the terms and conditions of this contract. Discipline of unit members shall not be subject to the grievance procedure and shall be administered in accordance with Article VIII, Section D.

No grievance will be entertained as described below unless filed at the first step within ten (10) business days after the occurrence of the act or conditions on which the grievance is based.

A failure to answer a grievance within the designated time period shall be deemed an automatic denial and the time to appeal such decision shall commence from the last date the answer was due.

Any unit member shall have Association representation at any step of the grievance procedure.

A. STEP ONE

1. All grievances must be filed with the unit member's Supervisor and Division Director. All Step One grievances must be signed by the person filing the grievance and the President or the designee of the Association.
2. A decision shall be rendered within ten (10) business days after the date the grievance was filed. A copy of the decision made by the Division Director shall be forwarded to the person filing the grievance and to the Association within ten (10) business days.

B. STEP TWO

1. In the event that a grievant is not satisfied with the resolution of the grievance at the first step, the grievant may appeal within ten (10) business days of receipt of the resolution to the District Superintendent.
2. The District Superintendent or designee shall render his/her decision on the appeal within ten (10) business days of the receipt of the appeal. The disposition of the grievance shall be in writing and copies shall be submitted to the grievant and the Association.

C. STEP THREE

1. Appeals from the decision by the District Superintendent or designee in Step Two shall be filed in writing with the Board of Cooperative Educational Services within ten (10) business days of its receipt by the grievant. It shall be filed with the Clerk of the Board. Within ten (10) business days after receipt of the appeal, the BOCES shall render its decision and finding. Copies of this decision shall be submitted to all persons involved at previous steps.

D. ARBITRATION

1. Any grievance that has not been resolved in Step Three of this procedure may be submitted to arbitration by the BOCES or the Association, but not by an individual or group of unit members.
2. All demands for arbitration shall be filed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association within ten (10) business days of the Step Three decision. Copies of the demands for arbitration shall be forwarded to the opposing party. All demands for arbitration shall be filed with:
  - a. Dennis Campagna
  - b. Susan MacKenzie
  - c. Martin Scheinman
  - d. Jeffrey Selchick
  - e. Thomas N. Rinaldo

In order of availability, the arbitrator shall immediately schedule a hearing. In the event these arbitrators are unable to serve, the following rules shall apply: the Board and the Association, or a duly authorized representative of each, will together select the Arbitrator from the lists submitted by the American Arbitration Association, within the time designated by that Association. The decision of the Arbitrator shall be final and binding.

3. The cost of any arbitration shall be divided equally between the BOCES and the Association.
4. Failure of any party to participate, at any step, shall not delay the disposition of any grievance.

### **ARTICLE III - WORKER'S COMPENSATION**

- A. A unit member adjudged entitled to worker's compensation benefits shall return to BOCES amounts awarded for lost wages to the extent of contractual sick leave taken for that injury/illness. Upon receipt of said assignment the BOCES shall re-credit the unit member an equivalent amount of contractual sick leave to his/her accumulation. Unit members shall be entitled to fully retain any scheduled awards received and benefits for lost wages for any period during which sick leave was not used.
- B. Unit members being compensated pursuant to the sick leave bank shall not be eligible to retain worker's compensation benefits as set forth in Article IV(A) until they have exhausted their rights to the bank.

### **ARTICLE IV - SICK LEAVE BANK**

- A. Unit members shall be eligible to continue their participation in the BOCES Support Staff Association Sick Leave Bank on the same terms and conditions as members of the Support Staff Association.

### **ARTICLE V - INSURANCE**

#### **A. HEALTH INSURANCE**

- 1. Family health insurance premium payments shall be paid on an 85% 15% sharing basis. The BOCES shall pay 85% of the premium of alternate DEHIC PPO health insurance and 15% of the premium will be deducted from unit members salaries.

Individual health insurance premium payments shall be paid on a 95% 5% sharing basis. The BOCES shall pay 95% of the premium of alternate DEHIC PPO health insurance and 5% of the premium will be deducted from unit members salaries.

- 2. Regardless of title, retirees health insurance coverage and premiums will be treated the same as the premium payments for covered staff provided the following conditions are met: (a) the unit member must be employed with the BOCES on or before January 1, 2013; (b) the unit member must retire from the New York State Teachers Retirement System with ten (10) or more years of continuous service as a BOCES employee immediately preceding retirement from BOCES; (c) the unit member must have met the eligibility requirements of TRS; (d) the unit member must be actively enrolled in a BOCES plan prior to retirement; and (e) the unit member must notify the Business Office by no later than January 1<sup>st</sup> of the school year for a retirement date in the next school year, unless a letter of intention with a minimum of one (1) year in advance notice is submitted to the District Superintendent. Other circumstances, submitted in writing to the District Superintendent, may be taken into consideration.

The plans are the existing health maintenance organizations, or the Alternate DEHIC PPO Plan, or an alternate plan selected by the BOCES providing comparable benefits. A unit member who retires with individual coverage shall not be eligible to switch

thereafter to two person or family coverage. A unit member may not switch from individual coverage to two person or family coverage within twelve (12) months of retirement.

3. BOCES shall be obligated to pay health insurance premiums for HMO's; however the obligation to pay shall not exceed the BOCES dollar commitment (sharing ratio in #1 above) for the individual or family plan under the alternate DEHIC PPO health insurance premium. The employee will be responsible for the balance of such premium.
4. The domestic partners of unit members shall be covered by the contractually provided health insurance subject to the limitations, restrictions and eligibility requirements provided by the applicable health insurance plan.
5. Only full-time unit members are eligible for health insurance benefits.

B. HEALTH INSURANCE BUYOUT

1. Unit members who are eligible to be covered by a health insurance policy from another source may elect any time to terminate coverage under the health insurance plan(s) established by the BOCES.
2. Election to discontinue medical coverage shall be at the unit member's option and shall require that the unit member provide written documentation that they have coverage under another plan. Upon such showing, the unit member shall be allowed to withdraw from the BOCES plan and receive an annual cash payment of \$1,500 if covered by the family plan and an annual cash payment of \$900 if covered by the individual plan. Effective July 1, 2013, the annual cash payment for those covered by either the family plan or the individual plan shall increase to \$1,750. The cash payments, in lieu of health insurance coverage, will be made in two (2) installments. The first installment will be paid by separate check in January of the school year of withdrawal. The second installment will be paid by separate check together with the last paycheck in June. These payments will be made each year that the unit member remains withdrawn from health insurance. However, each year will require a new and separate written showing of coverage under another plan.
3. Applications must be submitted no later than June 1st of any year preceding the July 1<sup>st</sup> commencement of the BOCES fiscal year.
4. Any member of the unit who has withdrawn from the health insurance plan may re-enter the health insurance plan in the case of involuntary termination of the substitute or second plan. In such cases the unit member may only receive a pro-rata payment for the period of time of withdrawal measured from July 1st of each school year. Health insurance on re-entry will become effective at the earliest date after receipt of written notification as permitted under the rules of the BOCES health insurance plan. A unit member may only re-enter the plan because of severe hardship which causes the substitute or second plan to terminate defined as follows: death of a spouse, loss of

spouse's employment or loss of spouse's medical insurance coverage over which they did not have control. Re-entry shall be subject to the provisions of the plan.

5. Unit members excessed prior to June 1st and recalled for employment on September 1 of the next school year may participate in the buy-out option. All other parameters of the buy-out option remain in force for these unit members.

C. DENTAL PLAN CONTRIBUTIONS

1. During the agreement, the BOCES shall contribute up to \$375 toward coverage for a Dental plan.
2. All full-time unit members shall be included in the plan.
3. The dental plan will be jointly selected.

ARTICLE VI - HOURS

- A. It is understood that variations in the times of operation of BOCES programs located in the various work sites may be necessary. Every effort will be made to achieve equality in the time devoted to performance of duties of BOCES unit members in such assignments.
- B. The District Superintendent, or designee, may allow unit members to leave their work stations at earlier times upon approval. All requests to leave early must be in writing.
- C. The minimum standard workday is seven (7) hours.

ARTICLE VII - MEETINGS

A. MEETINGS

1. Meetings with the unit members may be held to develop school plans, program policy and to satisfy the needs of the proper functioning of the BOCES.
  - a. Meetings will be carefully planned and limited to a reasonable length of time.
  - b. Meetings will be held to provide a two-way communication and discussion of agenda items.
  - c. Meetings should be planned in advance with tentative agenda distributed to the staff in order that constructive ideas can be presented by all in attendance.
  - d. In ordinary circumstances, agenda for regular meetings will be distributed at least twenty-four (24) hours before the scheduled opening of the meeting.
  - e. In ordinary circumstances, notice of cancellation of a meeting shall be made at least twenty-four (24) hours before the scheduled meeting.



- f. Adequate notice of all meetings will be given to the participants.
- g. Attendance at these meetings will be limited to those persons who are directly concerned with the problems and items being discussed. Building-wide or district meetings shall be called only when the agenda is of common concern to the staff of the entire BOCES.
- h. Adult education supervisors shall use their best efforts to improve communications between adult education work places. The content of such communications includes, but is not limited to informational discussion on new programs and the timely introduction of new staff.

### ARTICLE VIII - TERMS OF EMPLOYMENT

#### A. BREAKS

- 1. Pursuant to current practice, no unit member shall be expected to teach more than 2.5 to 3 hours consecutively, depending on the nature of the program, without a break.

#### B. SCHEDULES

- 1. Unit members except for newly hired, shall be notified in writing of any change in their tentative programs and schedules at least ten (10) calendar days in advance, whenever possible.

#### C. REDUCTION IN FORCE - LAYOFF

##### DEFINITION

- 1. Full-Time is defined as any unit member who is scheduled to work between 10 and 12 months per year.
- 2. Part-Time is defined as .5 FTE to < 10/12ths.
- 3. Hourly is defined as those unit members paid for a specific assignment on an hourly scale for that position.
- 4. Seniority shall be granted for:
  - (a) Full time service in a benefits eligible position within Adult Education; and
  - (b) Prior hourly service\* which is equal to or greater than one hundred (100) days annually. Prior hourly service must have been worked within Adult Education in order to receive seniority credit.

\*Prior hourly service shall only be granted to Unit members employed prior to October 1, 2004. Employees hired on or after October 1, 2004, shall only receive seniority credit for full time service in a benefits eligible position within Adult Education.

#### LAY-OFF AND RE-CALL PROCEDURE

1. Part-Time unit members in the same cluster area will be laid off prior to laying off or reducing the hours of full-time unit members, whenever possible.
2. Clusters are to be set-up by BOCES and agreed upon by the AEIA.
3. Each member of the Adult Education Union is to list the additional job titles that they are eligible to hold and the supporting documentation of qualifications for each title.
4. Qualifications for each job title need to be established by BOCES, subject to review by the AEIA.
5. When a position within a cluster needs to be eliminated, the following procedure will be followed:
  - a. The least senior unit member's position in that cluster will be abolished.
  - b. The least senior unit member will have bumping rights to a position that he/she has been recorded to be eligible to hold (based on the agreed upon qualification for the job) based on the seniority list for that cluster.
  - c. If no bumping rights exist, the unit member will be placed on a preferred eligibility list (PEL) for four years on both the unit member's area of cluster as well as any other full or part-time job title for which he/she is qualified. An unit member who acquires the qualification for another cluster area during the period of layoff must submit supporting documentation of qualifications at least six (6) months prior to the recall to be eligible to be recalled to that cluster area.
6. When a one position within a cluster needs to be reduced, the following procedure will be followed:
  - a. The least senior unit member's position will be reduced.
  - b. The least senior position unit member will have bumping rights to a position that he/she has been recorded to be eligible to hold (based on the agreed upon qualification for the job) based on the seniority list for that cluster
  - c. The least senior person whose hours are reduced shall be eligible to apply for any hourly position. The BOCES will provide a list of available assignments. When an unit member is qualified for more than one existing hourly position, the BOCES will attempt to accommodate the hourly assignment choice of the unit member, but BOCES reserves the right to make the assignment decision. A unit member who works in an hourly

position for which he/she is qualified shall continue to receive his/her regular wages for the work that had been previously paid at a set hourly rate. If the unit member works a total of .5 FTE or higher, even if part or all of the service is in what had previously been an hourly or part-time position, the unit member shall continue to receive health insurance benefits as provided for under the AEIA collective bargaining agreement. All qualifications for the position must be met.

7. Any ten (10) month unit member who is reassigned to a twelve (12) month position shall receive his/her regular monthly salary for working the twelve (12) months. Twelve month unit members moving to ten (10) months will have their salary prorated to ten (10) months.
8. Rejection of a recall to a full-time position in a unit member's area of cluster will result in the removal of that person's name from the recall list. If the offer of re-employment was either for: (a) a position less than full-time and rejected; or (b) a position for which the unit member is qualified but outside the unit member's area of cluster, the unit member's name shall remain on the recall list.
9. When a member is rehired from the recall list, he/she will return with the sick and personal days that they had accumulated at the time of their layoff. Accumulated vacation days for twelve (12) month employees will be paid at the time of their layoff. Upon recall, the employee will start accruing vacation days again.

#### D. FAIR DISMISSAL

Any unit member who has completed three (3) years of service shall be entitled to the following due process rights prior to disciplinary penalty being imposed. The employee shall be provided with written notice of the charges and of the right to a hearing before a Hearing Officer selected by the Board of Education. The employee shall have the right to Union representation at any disciplinary meeting. The employee may be suspended without pay for a period not to exceed thirty (30) calendar days pending the disposition of the charges. The employee shall be given a fair opportunity to hear and cross-examine witnesses and evidence against him/her, and to present witnesses and evidence on his/her behalf. The employee may be represented at his/her own expense at such a hearing. The date(s) for hearing shall be set by the Hearing Officer. A record of that proceeding shall be maintained and shall be provided to the employee at no cost. Formal rules of evidence shall not apply. The Hearing Officer shall issue a Findings of Fact and Recommendation which shall be forwarded to the Board for final determination. The decision of the Board shall be final and binding unless arbitrary and capricious. Article 78 rights shall apply to any Board determination.

#### E. EVALUATION - OBSERVATION

1. All evaluations of unit members shall be entered on standard forms. After any evaluation a conference shall be held between the unit member and the evaluating supervisor within seven (7) school days. The results of the evaluation shall be discussed in the evaluation conference at a mutually agreed time.

2. Unit members will be given written copies of any evaluation report prepared by their supervisors at least 24 hours before a conference concerning such evaluation report is held and at such conference they will have the right to discuss such report with their supervisor before it is put in their personnel file.
3. The evaluation shall be formalized and reduced to final written form after such conference or an opportunity for it has occurred.
4. All unit members shall be formally evaluated at least once a year.
5. Only certified administrative staff, as designated by the District Superintendent, shall observe and evaluate teachers/instructors.
6. Unit members shall have the right to submit written replies to any evaluation. Replies shall be permanently attached to the evaluation itself.
7. For the purpose of conducting the observation part of the evaluation process only, the use of public address or audio system or surveillance devices shall be strictly prohibited.

#### **ARTICLE IX - LEAVES OF ABSENCE**

##### **A. SICK LEAVE**

1. All full time ten (10) month employees shall be entitled to up to a maximum of fifteen (15) days sick leave per school year. All full-time twelve (12) month employees shall be entitled to up to a maximum of eighteen (18) days sick leave per school year. Unit members may accumulate unused sick leave up to a maximum of one hundred ninety (190) days. Annual sick leave accumulation shall be credited at the beginning of the school year. If the unit member leaves before the end of the school year and has used any unearned sick days, the sick days so used shall be deducted from the final pay. For those unit members who commence work after the opening day of school, sick leave shall be credited upon a prorated basis.
2. Any unit member may use a maximum of five (5) days of their annually allocated personal sick leave in any school year for reasons of family illness. In any one year the maximum number of available family illness days is five (5).  
  
Family shall include an employee's spouse, parent, daughter, son, mother-in-law, father-in-law, grandparents, grandchild, siblings, and domestic partner as defined by the DEHIC Alternate PPO.
3. The days outlined in para. 3 above may be added up to the accumulated sick leave as defined in this contract. These days do not increase the maximum allowable under the contract.

4. Compensation for Unused Sick Leave Days: Payout for unused sick days to employees who are retiring from BOCES at no less than the New York State Teachers Retirement System minimum age, shall be compensated as follows:

0 to 100 days accumulation:	no pay out
101 to 125 days accumulation:	\$50 per day = \$1,250
126 to 150 days accumulation:	\$55 per day = \$1,375
151 to 170 days accumulation:	\$60 per day = \$1,200
171 to 190 days accumulation:	\$65 per day = \$1,300

Maximum Payout for accumulation of 190 days = \$5,125

B. PERSONAL BUSINESS LEAVE

1. All regular full-time teachers/instructors shall be allowed a maximum of four (4) personal days per year two (2) of which may be used for family illness.
2. Two (2) personal business days of each year used by the teacher/instructor do not require reasons being given.
3. Prior written approval of the Division Director or his/her designee for the use of any personal business day usage is necessary.
4. It is clearly understood by all parties that personal business leave is not to be used for attending to second jobs or businesses, shopping, personal recreation or the extension of any holiday or weekend period.
5. Except in emergencies, teachers/instructors taking leave hereunder shall give their Division Director or his/her designee written notice of their intention to take such leave at least three (3) school days in advance of the day of such leave. Personal business may not be taken either the workday immediately before or immediately after a holiday or recess period, except with the approval of the District Superintendent or his/her designee.
6. For those unit members who begin work after the opening day of school, and for those unit members who leave BOCES employment prior to the end of the school year, personal business leave days shall be adjusted on a prorated basis.

C. RELIGIOUS HOLIDAYS

1. The BOCES shall provide a maximum of three (3) religious holidays which shall be granted for those occasions where absence from work is an obligation to the person observing such holidays. Such leave shall be without loss of pay and not chargeable to other types of leave.

D. BEREAVEMENT LEAVE

1. Five (5) days leave shall be granted without deduction of pay for absence due to the death of mother, father, husband, wife, children, grandparent, grandchild, brother, sister, or domestic partner as defined by the DEHIC Alternate PPO.
2. Three (3) days leave shall be granted without deduction of pay for absence due to the death of mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law.
3. Death notices may be required.

E. CHILD CARE LEAVE

1. An unpaid leave of absence shall be granted for up to one (1) year to a unit member for the purpose of child rearing as follows: A unit member shall be entitled upon request to a leave to begin within one (1) year upon delivery or adoption of a child. Said unit member shall notify the District Superintendent in writing of intent to take such leave and, except in case of emergency, shall give such notice at least sixty (60) calendar days prior to the date on which said leave is to begin. Upon return to service, an employee shall have restored the same benefits accrued at the time the leave commenced.

F. LEAVE OF ABSENCE WITHOUT PAY

1. Leave of absence without pay of up to one (1) year may be granted by BOCES upon application to and approval by the District Superintendent and the Board. Such leave may be granted only when the grant does not interfere with the educational system.

G. EMERGENCY LEAVE

1. Emergency leave, application of which has been approved by the District Superintendent, may be granted at BOCES discretion for conditions related to the health or welfare of individual unit members over and above established sick leave and personal days, with pay, or without pay.

H. JURY DUTY

1. Any unit member called for jury duty shall notify their Supervisor of this fact. A unit member who serves on jury duty during regular school working days shall receive full pay and suffer no loss of accumulated sick time, personal leave or business leave. Proof of jury service shall be required.

I. MILITARY LEAVE

1. Military leave of absence without pay shall be granted to any teacher/instructor who shall enter into the active military service of the United States. However, such leave shall not be extended by any re-enlistment. The BOCES will grant

employees paid leave while on ordered military duty in accordance with Section 242 of the New York State Military Law.

J. LEAVE FOR PUBLIC AFFAIRS

1. The Board may grant a leave of absence without pay for up to one (1) year to any unit member for public service for educational purposes.

K. VACATION TIME

1. Unit members who are assigned to a twelve month schedule shall receive 10 days vacation in their first year of employment and an additional day for each year of service thereafter up to a maximum of twenty-two (22) days. Should an employee's vacation be interrupted by a death in the family, the vacation time will be converted to bereavement leave. All years of full-time service with BOCES shall be used in calculating vacation entitlement.

**ARTICLE X - TEACHERS/INSTRUCTORS FACILITIES**

A. STAFF FACILITIES

A workplace committee, created by the parties, shall be established for the purpose of addressing staff concerns relative to BOCES facilities.

**ARTICLE XI - INSTRUCTIONAL EQUIPMENT**

A. TEXTBOOKS, WORKBOOKS AND SUPPLIES

1. BOCES will provide reasonable supplies and equipment so that teachers/instructors may fulfill their teaching objectives in an adequate and professional manner.
2. Teachers/Instructors will be given the opportunity to recommend textbooks, workbooks, and supplies to the Administration to be considered for the use in BOCES classes, as individuals, or through special committees.
3. BOCES shall have additional supplies of books and work books to fulfill requirements during the year.
4. Materials will be provided in sufficient quantities and in adequate time to insure that each teacher/instructor has sufficient supplies.
5. The above four paragraphs will be considered within the constraints imposed by budget appropriations and limitations as well as regulations imposed by the Division of School District Organization and the Department of Audit and Control.

## **ARTICLE XII - NON TEACHING DUTIES**

- A. Teachers/instructors will not be required to drive students to activities which take place away from school buildings. However, teachers/instructors may do so voluntarily with the advance approval of the immediate supervisors and final approval of the Division Director.

## **ARTICLE XIII - PROFESSIONAL OPPORTUNITIES**

### **A. CONFERENCES**

1. BOCES may grant unit members leave with full pay for the purpose of visiting other schools, for attending professional conference meetings, or workshops, provided such leaves are approved in advance by the District Superintendent. Such leave shall not be chargeable to other types of leave. However, no additional compensation shall be awarded for conferences during non-working hours.
2. BOCES shall remunerate unit members attending such workshops or conferences for all uncompensated expenses involving transportation, accommodations, or registration pursuant to the arrangements made at the time approval is granted.

## **ARTICLE XIV - COMPENSATION-TEACHERS/INSTRUCTORS**

### **A. SALARIES**

1. There shall be a Revenue Generating Committee which shall consist of two members appointed by the BOCES and two by the Association, which shall be charged with exploring additional and alternative sources of funding for the Adult Education program.
2. Effective July 1, 2010, there shall be a 0% increase to base salaries. Effective July 1, 2011, base salaries shall be increased by 1%. Effective July 1, 2012, base salaries shall be increased by 1%. Effective July 1, 2013, base salaries shall be increased by 1%.

Any unit member who has either retired or been laid off since the expiration of the predecessor contract shall be eligible for retroactivity (assuming the individual worked during the period for which the raise was paid). Retroactivity shall not be owed to any unit member who has either resigned or was terminated from employment.

3. Effective July 1, 2013, a unit member who has completed ten (10) years of continuous service with BOCES shall receive a \$1,000 longevity payment.



B. SUMMER PAY

1. Effective July 1, 2004, ten-month unit members who are performing summer work that is the same as or similar to the work they perform during the regular school year shall be compensated at the hourly rate of 1/200th of their annualized salary divided by 7. Should the unit member work less than a 7 hour day, payment shall be prorated based upon the formula above.

ARTICLE XV - DURATION OF AGREEMENT - SIGNATURES

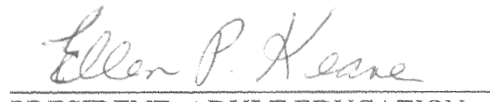
- A. This agreement shall be effective as of July 1, 2010 and shall continue in effect through June 30, 2014. The BOCES and the Association agree that all negotiable items have been discussed during the negotiations leading to this agreement and agree that negotiations shall not be reopened on any item unless required by law during the life of this agreement.


**DUTCHESS COUNTY BOARD OF  
COOPERATIVE EDUCATIONAL  
SERVICES**

  
\_\_\_\_\_  
PRESIDENT, BOARD OF EDUCATION

  
\_\_\_\_\_  
DISTRICT SUPERINTENDENT

**BOCES ADULT EDUCATION**

  
\_\_\_\_\_  
PRESIDENT, ADULT EDUCATION  
ASSOCIATION

  
\_\_\_\_\_  
CHAIRPERSON, NEGOTIATING TEAM

