The District Superintendent of the Albany-Schoharie-Schenectady-Saratoga BOCES ("BOCES") proposes the attached areas of discussion for negotiation of a successor collective bargaining agreement between the BOCES and the Albany-Schoharie-Schenectady-Saratoga Faculty Association ("Association") to the agreement which expires June 30, 2020 ("Agreement"). Any articles, sections, or portions of the 2012-2020 collective bargaining agreement not discussed herein are proposed to continue and be incorporated into the successor collective bargaining agreement without change. Any tentative agreements reached between the parties placed into the form of a memorandum of agreement shall not be effective unless and until they are approved by the Board of Education of BOCES and ratified by the Association.

The BOCES also recognizes that the Association represents the Service Unit and Teaching Assistants/Teacher Aide Units. To the extent the below proposals relate to similar areas of language or subject matter to those two other units, the same proposals are made. The BOCES proposes to negotiate with the Teacher Unit as the lead agent for all three collective bargaining agreements and reserves the right to make proposals regarding the Service Unit or TA/Teacher Aide Unit which may be specific to those units.

1. **ARTICLE III - ASSOCIATION RIGHTS** – Amend as follows:

A. **NOTICE OF BOARD MEETINGS:** Notification of all special and regular meetings of the BOCES Board shall be provided to up to ten representatives of the Association for whom the Association furnishes names and emailing addresses at the same time and by the same
means as such notification is provided to members of the Board. A copy of the agenda and 
background of the agenda for the BOCES Board meetings shall be emailed to the ten 
representatives of the Association at the same time they are mailed to Board members.

B. Amend to change “adopting” to “reviewing” and “ratifying” to “adopting”.

I. AGENCY SERVICE FEE – Delete as per current law.

L. STAFF PROFESSIONAL DEVELOPMENT LEARNING COMMITTEE:

1. STRUCTURE: The District Superintendent will establish a Staff Professional 
Development Learning Committee. The Committee will serve as a steering committee for staff 
professional development activities across the organization, within the four (4) divisions and 
Central Administration.

2. MEMBERSHIP AND REPRESENTATION:

   a. One representative from each division will be appointed by the Division Directors, 
and one representative from Central Administration will be appointed by the District 
Superintendent (5 people). At least 50% of the membership shall be faculty members from 
across the divisions.

   b. Two representatives from the Program Associates Organization will be appointed by 
the PAO President (2 people). The remaining membership shall be comprised of employees 
and leaders from across the organization.

   c. Four representatives from the Faculty Association will be appointed by the 
Association President (4 people).

   d. Co-chairs from the above members will be appointed by the District Superintendent.

3. PROCEDURES:
a. Membership on the committee will be confirmed by letter from the District Superintendent.

b. The BOCES Staff Professional Development Learning Committee shall meet at least regularly quarterly between September and June, but at least six times each year at established meeting times.

c. Each year by July 15, the District Superintendent, Division Directors, and Employee Group Presidents will meet with the Committee Co-chairs to review committee membership, ensure appropriate representation, and review the annual status report.

4. ROLES AND RESPONSIBILITIES:

a. The Committee will appoint and coordinate both ad hoc and standing committees to complete support specific organizational staff professional learning development activities, including: the BOCES Calendar, Mini-grants, Opening Day, Superintendent’s Conference Day, and the Wellness Committee.

b. The Committee will ensure that each Division and Central Administration conducts an annual formal needs assessment to determine the staff professional development learning needs of employees.

c. The Committee will ensure that each Division and Central Administration compiles evaluation data regarding staff professional development learning activities in which employees have participated.

d. When requested, the Committee will provide assistance to Division Committees regarding needs assessments, planning and evaluation of activities.
e. Annually by June 30 August 1, the Committee will review and revise the Staff Professional Development Learning Plan, and develop annual objectives to address the staff professional development needs of the BOCES.

f. Annually, the Committee will prepare a report, to be submitted to the District Superintendent, Division Directors, and Association Presidents by June 30 August 1. for discussion at their regular meeting to be held by July 15. The report will include: Annual reports (from October and June) from each Division and Central Administration; A review of the Staff Development Plan and recommendations for revisions; Recommendations for staff development objectives for the coming year.

M. DIVISION STAFF DEVELOPMENT COMMITTEES:

1. STRUCTURE: Annually, by June 1 August 1, each Division Director and the District Superintendent will be responsible for the establishment of a division staff professional development committee, and the appointment of representatives to serve on this committee. Appointments will become effective July 1 of the coming school year.

2. ROLES AND RESPONSIBILITIES:

a. Each Division Committee will develop programs and opportunities for staff professional development, including conducting annual Superintendent’s Day programs to meet the needs of all the division’s employees.

b. Each Division Committee will annually conduct a formal staff professional development needs assessment.

c. Each Division Committee will develop and monitor evaluation processes for all staff development activities.
d. Each Division Committee will develop a means for ongoing communication within the division about staff professional development needs and activities.

e. By October 1 annually, each Division Director will be responsible to submit a division staff development plan to the Assistant Superintendent Professional Development Committee. The plan will include: □ Current committee members □ Staff development needs assessment data for the current year □ Proposed framework of activities □ Staff development budget for current year

f. Each Division Committee will submit an annual staff professional development report to the Division Director and the BOCES Staff Development Committee by June 30. The report will include: □ A list of staff development activities conducted during the current year □ Attendance at each activity □ Evaluation data from each activity □ A summary of staff development expenditures for the current year

2. ARTICLE IV – EVALUATIONS - Amend Section “A” to add 3012-d.

3. ARTICLE V - EMPLOYEE RIGHTS AND PROTECTION – Amend as follows:

D. NOTICE OF VACANCIES:

A vacancy is defined as any position which requires new or additional personnel. The President of the Association will receive, through electronic mail and at its own expense, Notices of Vacancies as soon as they are prepared by the Personnel Office. Notices of Vacancies shall be posted on bulletin boards at each Ve-Tee Career & Technical Center and the Maywood School. No vacancy shall be filled before fourteen (14) seven (7)
calendar days after such formal notification. Any violations of this article may serve as criteria for possible administrative discipline.

E. ANNUAL SURVEY REGARDING INTEREST IN OTHER POSITIONS—The Directors of Special Education, Career & Technical Education and School Support Services shall, on an annual basis, each conduct a survey by electronic means, of all unit members to determine what members might be interested in being considered for future vacancies or other positions, including stipend positions, within the organization. Such survey shall indicate that unit members are encouraged to apply for vacancies within their tenure and/or certification area(s). Unit members who do wish to be considered for future vacancies or other positions must respond to such surveys within 10 school days of receipt of the survey. Unit members who respond to a survey are still required to comply with the application process for any vacancy in which the member is interested. Strike the whole section – we post all vacancies on the intranet for internal movement; anyone can apply as interested.

F. RETURN TO TENURE – Amend to delete “…of two (2) years or such other period….”

I. RIGHT OF CONFRONTATION – Delete as due process is provided by law.

O. PAYROLL DEDUCTIONS: Amend the first and second paragraphs as follows: “Upon written authorization by the Bargaining Unit member, the BOCES will make payroll deductions for U.S. Savings Bonds, First Teachers Federal Credit Union and tax sheltered annuity plans that conform to the tax shelter laws and regulations concepts contained in the Internal Revenue Code and the Education Law. BOCES will also make payroll deductions for the NYSUT Benefit Trust. Teachers who wish to have such deductions made will specify such deductions to BOCES in writing. BOCES shall have no obligation to make
Stack second paragraph

BOCES will formulate and convene a committee, including representatives from the Association, which will have the ongoing responsibility to annually review and update the list of participating companies providing tax-sheltered annuities to BOCES employees.

Q. BI-WEEKLY PAY PERIODS – Add that all members will be required to use direct deposit.

4. ARTICLE VII - TEACHING CONDITIONS

H. 1. TEACHING DAY:

Teachers shall be on duty ten fifteen minutes prior to the start of class and shall remain on duty until ten fifteen minutes after the end of class. The hours of work shall be determined by the hours of the class to which the teacher is assigned without regard to the hours of any other class to which the teacher may have been previously assigned and are not transferable from one teaching assignment to another. Support service personnel including but not limited to psychologists, speech and language pathologists, reading specialists, resource teachers, training specialists, guidance counselors, co-op coordinators, work-study teachers and occupational education evaluators shall be on duty for six 6.5 hours per day as designated by BOCES.

Teachers assigned outside the Albany or Schoharie Career and Technical Centers shall work on the days and hours scheduled by the component school districts where they
payroll deductions of any kind which exceed the capacity of its Computerized Payroll System.

Strike second paragraph

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Teachers assigned outside the Albany or Schoharie Career and Technical Centers shall work on the days and hours scheduled by the component school districts where they
are assigned. The teacher workday at the Albany Career and Technical Center shall be 8:00 a.m. to 2:00 p.m. inclusive of the duty time specified above. A duty free lunch period of a standard length of not less than thirty-six (36) minutes shall be provided to all unit members at this Center between the hours of 8:00 am to 2:00 pm. [There needs to be a general work day conversation about the various titles working at BOCES operated sites.]

H 2. ITINERANT TEACHERS and ITINERANT SUPPORT SERVICE PERSONNEL:

Itinerant teachers and Itinerant Support Service Personnel shall work on the days and hours scheduled by the component school districts where they are assigned.

I 2. END OF THE WORK YEAR:

Checkout day (the end of the work year) for Career and Technical Education teachers shall be the Wednesday following the last day of required student attendance. For Special Education teachers, the work year will end according to the practices in the component school in which the teacher’s class is located. In no case shall the work year exceed 185 days. [There needs to be a conversation about a common work year for all teachers at any BOCES site or center that may impact any check out day.]

P. TERMINATION NOTICE TO PROBATIONARY TEACHERS:

In the event that BOCES intends to terminate the services of a probationary teacher at the end of the school year, BOCES will give notice in writing not later than May 1.

5. ARTICLE VIII - COMPENSATION AND REIMBURSEMENT:

N. LICENSED PRACTICAL NURSING - HOURLY RATE:

Career and Technical Education teachers, other than Adult Education teachers, who teach courses in Licensed Practical Nursing shall be compensated at their hourly rate for
classroom or clinical instruction beyond nine hundred hours per year. The teacher’s hourly rate shall be determined by dividing the teacher’s annual salary by 185 days and dividing again by $6 hours per day.

U – BB: Propose to discuss money and incorporate/reference current unexecuted MOA

ARTICLE IX - INSURANCE

2. Plan Offerings: For members hired prior to July 1, 2020, BOCES will provide the following two (2) plans:


   b. The Empire Blue Cross Prism EPO Health Insurance Plan.

Any members hired on or after July 1, 2020 will only be able to select from the following two new plans: Empire BCBS PPO or Empire HDHP-HAS, as such plan designs change over time. Any current members not participating in health insurance who elect to commence participation on or after July 1, 2020 or any current members who are not eligible for health insurance and who become eligible on or after July 1, 2020 will only be able to select either the Empire BCBS PPO or Empire HDHP-HAS plan.

BOCES may change health insurance carriers and/or plans during the term of any Agreement provided the new insurance plan is comparable to the existing plan. Prior to any proposed change, the BOCES shall notify the Association in writing of the proposed change and provide the opportunity for the Association to review the new plan(s).
3. Prescription Drugs:

Express Scripts shall administer the prescription drug benefit for all health plans except the New York State Health Insurance Program (NYS HP). Prescription drug coverage and employee co-pays for the Empire Plan shall be as provided by the terms of the Empire Plan. For the Empire Blue Cross PRISM EPO plan, 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).

For plans other than NYS HP, the prescription co-pay structure for all current and future hires and current and future retirees is $5/$25/$45 and $10/$50/$90 for mail-order.

4. Employer/Employee Premium Contributions (Active Employees)

a. 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.

For all employees hired after July 1, 1984 and before July 1, 2020, the employee contribution and BOCES contribution shall be as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Employee Contribution</th>
<th>BOCES Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021-2022</td>
<td>21%</td>
<td>79%</td>
</tr>
<tr>
<td>2022-2023</td>
<td>22%</td>
<td>78%</td>
</tr>
<tr>
<td>2023-2024</td>
<td>23%</td>
<td>77%</td>
</tr>
<tr>
<td>2024-2025</td>
<td>24%</td>
<td>76%</td>
</tr>
</tbody>
</table>
c. All employees hired on or after July 1, 2020 who are eligible for health insurance shall contribute 25% which shall be increased one percent per year for each year of this agreement.

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

   b. For members hired prior to July 1, 2020, BOCES shall pay the total premium cost for individual coverage for members of the Bargaining Unit. Retirees may continue family coverage by paying 50% of the difference between the family premium and the individual premium.

   c. For members hired on or after July 1, 2020 who subsequently retire and are eligible for retiree health insurance, the employee shall pay a percentage of the total premiums as follows:
      
      o 10 to 15 years of service: 60%
      o 16 to 20 years of service: 50%
      o 21 to 24 years of service: 40%
      o 25 or more years of service: 30%

   d. Effective July 1, 2020, all future retirees who are or will become Medicare eligible will enroll in the Empire Medicare Advantage Plan (MAP). The BOCES can switch the MAP to another MAP plan in the future or discontinue
8. **ARTICLE XI - REDUCTION IN FORCE -**

C. PREFERRED ELIGIBLE LIST

Teachers who have been discontinued because of a reduction in the teaching staff shall be placed on a preferred eligible list of candidates for appointment to a vacancy that may thereafter occur in a position which is similar to the position formerly occupied by the teacher in BOCES. Such preferred eligible list shall remain in effect for such period as is required by the Education Law. A teacher who is notified in writing to of the opportunity for a return to work on a certain date shall, within ten seven (10) (7) calendar days, give written notice to BOCES that he/she will return to work on the specified date. Failure to provide such notice shall be deemed an abandonment of the employee’s right to be recalled to fill that a vacancy. BOCES shall give such notice by regular and certified mail, a return receipt requested, sent to the teacher’s last known address. In the event that the certified notice is returned, the President of the Association shall be notified, and the notice shall be sent to the teacher by regular mail and the teacher shall have ten (10) days to respond from the date the notice is sent by regular mail.

9. **APPENDIX C:**

B. Health Insurance (Health/Dental/Vision)

1. Adult education teachers projected to work 600 hours in any fiscal year shall be immediately eligible for health insurance at the contribution rates set forth in the collective bargaining agreement.

2. In order for an adult education teacher to continue to remain eligible to receive the employer’s contribution for health insurance the employee must work a minimum of 300
hours during the preceding 13 payroll periods, as determined by the BOCES on September 1, January 1 & March 1 & July 1 of each year. The employer contribution to health insurance shall continue only for those adult education teachers who have met the requirement for a minimum of 300 hours of work as so measured. If any employee has not met this minimum requirement, the employer shall not continue to contribute to the cost of health insurance although the employee may continue coverage by paying the full premium at 100%. The employer’s premium contribution shall be resumed when the employee has worked a minimum of 300 hours in a subsequent 13 consecutive payroll period as measured by the BOCES on September 1, January 1 & March 1 & July 1 of each year.

D. Evaluation of Adult Education Teachers

1. Classroom adult education teachers shall be evaluated in accordance with the APRP plan then in effect pursuant to the collective bargaining agreement.

E. Faculty Meetings

1. Adult education teachers may be are required to attend one quarterly faculty adult education meeting per month plus up to two additional faculty meetings per year.

10. **APPENDIX D:**

B. Health Insurance (Health/Dental/Vision)

2. In order for an adult education teacher of Licensed Practical Nursing or Cosmetology to continue to remain eligible to receive the employer’s contribution for health insurance the employee must work a minimum of 250 hours during the preceding 13 payroll periods, as determined by the BOCES on September 1, July 1 & March 1 & January 1 of each year. The employer contribution to health insurance shall continue only for those teachers who
have met the requirement for a minimum of 250 hours of work as so measured. If any employee has not met this minimum requirement, the employer shall not continue to contribute to the cost of health insurance although the employee may continue coverage by paying the full premium at 100%. The employer’s premium contribution shall be resumed when the employee has worked a minimum of 300 hours in a subsequent 13 consecutive payroll period as measured by the BOCES on September 1, January 1, March 1, and July 1 of each year.

F. Assignment of Additional Work

Notwithstanding Article X, Section N of the Agreement, tenured secondary teachers of Nursing Assistant or Cosmetology shall have the right of first refusal for adult education Nursing Assistant or Cosmetology work at the hourly rate specified in Article X, Section K of the Agreement provided the employee is certified/licensed and qualified to perform the work. Nursing clinical assignments shall be at the discretion of the BOCES.

11. Review all outstanding Memoranda of Agreement to determine what, if any, language needs to be changed in the Agreement. At the conclusion of the review, any MOA’s that discuss or pertain to contract language or interpretation and are not included will be deemed null and void.