



QUESTAR III (THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES
OF RENSSELAER, COLUMBIA AND GREENE COUNTIES)

AND

CAPITAL REGION BOCES (THE ALBANY, SCHOHARIE, SCHENECTADY,
SARATOGA BOARD OF COOPERATIVE EDUCATIONAL SERVICES)

AND

THE TECH VALLEY HIGH SCHOOL SUPPORT STAFF ASSOCIATION

JULY 1, 2014 --- June 30, 2018

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AGREEMENT

AGREEMENT, made as of July 1, 2014, between QUESTAR III (the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties), and Capital Region BOCES (the Albany, Schoharie, Schenectady, Saratoga Board of Cooperative Educational Services) together as JOINT EMPLOYER ("Agency") and the Tech Valley High School Support Staff Association.

ARTICLE 1 - PREAMBLE

1.1 The parties to this Agreement have negotiated pursuant to the provisions of the Taylor Law with respect to the terms and conditions of employment of employees, with the intent of ensuring equitable treatment of employees, and it is their mutual purpose to confirm those terms and conditions of employment through this Agreement.

ARTICLE 2 - RECOGNITION

2.1 The Agency has recognized the TVHS Support Staff Association as the exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment of full time employees permanently appointed to the following positions: administrative assistant, school monitor and school nurse.

2.2 The TVHS Support Staff Association shall have unchallenged representation status for the maximum period permitted by law.

ARTICLE 3 - DEFINITIONS

3.1 As used in this Agreement:

- A. "Agency" shall mean Questar III (the Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties) and Capital Region BOCES (the Albany, Schoharie, Schenectady, Saratoga Board of Cooperative Educational Services) as Joint Employer of the Tech Valley Regional Technology Institute (TVHS).
- B. "TVHS Support Staff Association" shall mean the TVHS Support Staff Association.
- C. "Board" shall mean the TVHS Operating Board of the Agency.
- D. "Employee" or "employees" shall mean only employees serving in positions in the negotiating unit defined in Section 2.1.
- E. "Executive Officers" shall mean the District Superintendents of the Agency.

- F. "Labor Management Committee" shall mean the Committee established by Article 12 of this Agreement.
- G. "President" shall mean the President of the TVHS Support Staff Association.
- H. "Principal" shall mean the Tech Valley High School Principal and Chief Academic Officer.
- I. "Taylor Law" shall mean the Public Employees' Fair Employment Act, Article 14 of the Civil Service Law.

ARTICLE 4 - TVHS SUPPORT STAFF ASSOCIATION RIGHTS

4.1 Notice of Meetings

The Executive Officers shall email to the President notice of all regular and special meetings of the Agency's Board at the same time notice of such meetings is given to the members of the Board.

4.2 TVHS Support Staff Association Meetings

The TVHS Support Staff Association may hold specific meetings in building space controlled by the Agency provided that (a) the TVHS Support Staff Association agrees to reimburse the Agency for any additional expense incurred in the furnishing of such space; (b) request for the use of such space is made at least two weeks in advance; and (c) such meetings do not interfere with regular school programs, the use for which the Agency may require the premises or conflict with rights previously granted other parties. The Executive Officers shall respond to any request from the TVHS Support Staff Association for such use of space within five (5) business days.

4.3 Equipment

Subject to (a) availability of equipment and (b) payment of the charges in the schedule of charges to be promulgated by the Agency, the TVHS Support Staff Association may use the reproducing equipment of the Agency for the purpose of reproducing notices of meeting or other notices required for the conduct of union business.

4.4 Dues Check Off

The Agency shall deduct from the salaries of employees, who are members of the TVHS Support Staff Association who request such deduction in writing, the amount of membership dues currently certified by the TVHS Support Staff Association as its

dues. Such certification shall be made annually by the TVHS Support Staff Association on or before September 15. Such deduction shall be made in equal installments beginning with the second payroll period in September. The Agency shall remit the total amount so deducted within five working days of each payroll date. The form of the Association's current dues deduction authorization is attached hereto as Appendix A.

4.5 Service Fees

- A. The TVHS Support Staff Association warrants that it has established and maintains and will continue to maintain a refund procedure as required by Section 208(3)(b) of the Civil Service Law and that such procedure complies in all respects with the provisions of that Section.
- B. The Agency shall deduct from the salary of each employee who is not a member of the TVHS Support Staff Association a service fee equivalent to the per capita dues the TVHS Support Staff Association levies upon its members. Such fee shall be deducted in the same manner as payroll deduction dues and shall be remitted promptly to the TVHS Support Staff Association unless the TVHS Support Staff Association has certified in writing to the Agency by September 15 of each year that the non-member has paid the fee directly to the TVHS Support Staff Association.
- C. In the event an action or proceeding is commenced in a court of competent jurisdiction or before an administrative agency regarding such fee, the TVHS Support Staff Association agrees to provide counsel and to indemnify and save harmless the Agency from and against the cost of the action or proceeding and other expenses in conjunction with such litigation or proceeding and to pay any judgment entered into against the Agency in any such action or proceeding and to defray the costs of complying with any interim order or final judgment that may be entered therein. Such costs of compliance shall include the cost of recomputation of the salaries of employees and any interest ordered on any such judgment.

ARTICLE 5 - NEGOTIATION PROCEDURES

5.1 During the last year of this Agreement, either party may request the commencement of negotiations with a view towards an agreement to succeed this Agreement.

5.2 The Agency shall make available to the TVHS Support Staff Association for use in such negotiations, upon written request therefor, materials which the Agency is required to maintain and make public pursuant to the provisions of the Freedom of Information Law.

5.3 Unless mutually agreed, all negotiations shall be conducted at other than during normal work hours.

ARTICLE 6 - SALARY

6.1 Salary.

- A. Salary adjustments will be made for eligible teachers and noninstructional employees. No employee hired on or after July 1 of each year shall receive a salary adjustment. No employee who received an individual salary adjustment on or after July 1 of each year shall receive a salary adjustment. Employees hired mid-way during the prior school year shall receive a pro rata adjustment.
- B. Eligible noninstructional employees will receive the following salary increases effective July 1 each year:

| | <u>Administrative Assistant</u> | <u>Nurse</u> (salary at \$30,000) | <u>School Monitor</u> |
|-----------|---------------------------------|--------------------------------------|-----------------------|
| 2014-2015 | \$1,700 | -- | \$600 |
| 2015-2016 | \$1,700 | \$ 900 | \$700 |
| 2016-2017 | \$1,800 | \$1,100 | \$800 |
| 2017-2018 | \$1,800 | \$1,100 | \$800 |

6.2 Payroll Deductions. The Agency agrees to deduct from the salary of an employee an amount authorized, in writing, by the employee and to transmit such funds to the financial institution designated in writing by the employee which accepts such transmissions. The authorization for such deductions may be withdrawn by an employee at any time upon filing a written notice of such withdrawal with the Executive Officers.

ARTICLE 7- INSURANCE

7.1 PPO Plan

The Agency shall offer the Traditional Blue PPO Plan (formerly known as Secure Blue Preferred PPO) with a 60 day in-patient/60 day outpatient visits psychiatric rider and with prescription drug coverage provided by Express Scripts or equivalent Pharmacy Benefit Provider to employees.

- 1. Employee contributions to health insurance premiums will be 15% of cost of premiums.

The Agency will pay the difference in the cost of premiums for individual, two-person and family coverage of employees.

2. The prescription drug plan will be provided by Express Scripts or equivalent Pharmacy Benefit Provider and will provide three-tier plan. Co-pays for retail (for one month prescription) will be 0 (generic) / 15 (brand) / 30 (non-formulary) dollars; co-pays for mail order (for a three month prescription) will be 0 (generic) / 30 (brand) / 60 (non-formulary) dollars.
3. Co-pays:
 - a. Co-pays for all office visits and laboratory charges will be \$20.
 - b. Co-pays for emergency room visits unless admitted for treatment will be \$100.

7.2 Deductibles

The deductible for the out-of-network PPO Health Insurance Plan is \$250/year for individuals, \$250/year for 2 persons, and \$500/year for the family plan.

7.3 Dental Insurance

During the term of this Agreement, the Agency will pay:

- A. The full cost of individual Dental Insurance under a plan provided by Blue Cross/Blue Shield (Basic Plan plus Rider A) which reimburses 80% of the cost of dental expenses, or
- B. A mutually agreeable plan and percentage.
- C. Blue Cross/Blue Shield (Basic Plan plus Rider A) family dental option is available to an employee who chooses to pay the entire additional cost of the differential in premium.

7.4 Declination, Withdrawal or Reduction in Coverage of Health Insurance

- A. An employee who has alternate health insurance coverage from an employer other than the Agency, shall have the option of withdrawing from or declining participation in such plan, or reducing coverage from family or two-person to individual coverage, and shall execute any and all documents necessary to effect such declination, withdrawal or reduction. In the event of such declination, withdrawal or reduction, the Agency shall pay to such employee on or about September 1, or within 30 days if such

event occurs during the school year, the following sums, based upon the benefits the employee received immediately prior to such declination, withdrawal or reduction:

| | |
|-------------------------------|----------|
| Family Coverage or Two Person | \$ 1,250 |
| Individual Coverage | \$ 500 |
| Reduction in Coverage | \$ 500 |

In the event of a withdrawal or reduction other than at the beginning of the school year, the payment shall be pro-rated, on a 10- or 12-month basis depending upon the work obligation of the individual employee. In the event an employee who has received the benefit provided by this Section leaves before the end of the school year or 12-month period for 12-month employees he or she shall refund to the Agency the pro rata portion of the benefit for the part of the year the employee was no longer employed.

- B. In case of such withdrawal or declination, the Agency shall no longer be required to contribute towards the cost of such insurance for the balance of the school year or 12- month period as the case may be. An employee, having withdrawn or declined coverage, may rejoin the plan if he or she loses such alternate health insurance coverage (a) in accordance with the rules, regulations and procedures of the Agency's insurance carrier (i.e. open periods) and (b) after having repaid the prorated portion of sums received attributable to the balance of the school year.
- C. In case of reduction in the level of coverage, the Agency shall no longer be required to contribute towards the cost of the higher level of coverage for the balance of the school year or 12-month period as the case may be. An employee who has reduced coverage may increase their level of coverage (a) in accordance with the rules, regulations and procedures of the Agency's insurance carrier (i.e. open periods) and (b) after having repaid the prorated portion of sums received attributable to the balance of the school year or 12- month period as the case may be.
- D. Sums paid pursuant to paragraph A of this section shall be paid in bi-weekly installments together with salary paid pursuant to Section 6.1. An employee who leaves Agency service prior to the end of the school year or 12 month period as the case may be, shall not receive any further distributions pursuant to paragraph A of this section.
- E. 125 Plan. The Agency shall provide a 125 Plan for employees.
- F. EAP. An Employee Assistance Program will be provided. The Agency shall pay the costs of the program.

ARTICLE 8 - LEAVE

8.1 Holidays: Twelve-month employees shall receive the following holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, the Friday after Thanksgiving and December 25. In the event Columbus Day is not observed as a holiday, a twelve month employee who is directed to work on that day shall receive a floating holiday to be taken prior to the next succeeding June 30.

8.2 Vacation

- A. All persons employed full-time in permanent 12-month positions are eligible for vacation leave as described herein:
1. During each year of the first through fifth years of employment, an eligible employee will accrue paid vacation leave at a rate of .833 days per month for use during the subsequent fiscal year (July 1 - June 30). For vacation purposes, an employee's first year of employment will be considered any portion of the current year prior to the start of the new fiscal year, July 1. (For example, a person who is employed as of January 1, 2014 shall be eligible for five days paid vacation during the fiscal year July 1, 2014 - June 30, 2015.)
 2. During each year of the sixth through tenth years of employment, an eligible employee shall accrue vacation leave at a rate of 1.25 days per month -- 15 days for use during the subsequent fiscal year.
 3. For each year of service after ten, an eligible employee shall earn additional paid vacation days at a rate of one day per year to a maximum of five additional days. Such days are accrued for use during the subsequent fiscal year.
 4. Upon the completion of fifteen (15) years of service an eligible employee shall receive, annually, three additional vacation days. Such vacation days are accrued for use during the subsequent fiscal year but may not be taken on days when school is in session.
- B. Such leave shall be used in units of not less than one hour. Vacations will be scheduled, subject to the reasonable operating needs of the Agency. The Agency may establish regulations for times within which vacation days may be taken and the extent to which vacation days may be accumulated.

- C. Vacation may not be carried over from one school year to the next unless the Agency prevents an employee from utilizing scheduled vacation within that year. In such case, the employee may carry over up to five days vacation into the next year.
- D. In the event that two employees within the same operating unit want the same time off, seniority shall prevail.
- E. Upon separation from service an employee shall be paid for any previously accumulated days of vacation.

8.3 Sick Leave

- A. All full-time regularly scheduled employees. In the first year of employment, an employee shall receive, effective on his or her first day of employment, ten days of sick leave credits, or if the employee is a ten-month employee and commences work other than on September 1, the number of days equal to the number of months left in a school year. In the event the employee leaves Agency service before he or she has accumulated the number of such days he or she has taken, such excess shall be deducted from his or her final paycheck. After the first year of employment, employees shall earn additional sick leave credits at the rate of one and one-half days per month of service. Sick leave credits may be accumulated up to a total of 200 days.
- B. The Agency shall provide a name, number and call-in times which all bargaining unit members are to use in the event they are sick. In an emergency, when an employee is physically incapacitated, notice shall be given as soon as he/she is able to do so.
- C. The Executive Officers will not routinely require proof of illness for absences of three days or less due to illness; provided, however, that this shall not prevent the Executive Officers from requiring proof of illness in any specific case.
- D. Such leave shall be used in units of not less than one hour.

8.4 Personal Leave

- A. Employees may charge up to three days against accumulated sick leave credits annually for the transaction of personal business that cannot be accomplished at times other than during school hours. Application for use of such leave, except in an emergency, shall be made no less than five days in advance of each anticipated absence for personal reasons to the designee of the Executive Officers and the granting of such leave shall be subject to the reasonable operating needs of the Agency.

- B. Personal leave may not be used for vacation or to extend a vacation or recess period. An application for personal leave on a day immediately preceding vacation, holiday or the beginning or end of a recess period shall state the specific business reason for the requested absence and the reason it can only be accomplished on that day.
- C. Except with the approval of the employee's immediate supervisor, personal leave shall not be available to any employee who has announced his or her intention to resign and retire during the month immediately preceding the effective date of such resignation or retirement. Once leave is approved it cannot be taken away.

8.5 Family Illness: It is the responsibility of each employee to make arrangements for the care of the members of his or her immediate family who become ill and require care. Recognizing, however, that there will be situations where it may be impossible to effect such arrangements on an emergency basis, an employee shall be allowed to charge absences from work in the event of illness in the employee's immediate family against accrued sick leave credits up to a maximum of five days in any one calendar year. As used in this Section, "*immediate family*" shall be defined as the employee's spouse or any dependent with whom the employee resides.

8.6 Family Bereavement: An employee shall be granted leave without charge to other leave credits in the event of death in the employee's immediate family up to a maximum of five days in any one calendar year. As used in this Section, "*immediate family*" shall be defined as the employee's spouse, same household significant other and "step" relationship, child, parent, grandparent, grandchild, sibling, parent-in-law, including the same household significant other's immediate family.

8.7 Jury Duty: On proof of the necessity of jury service, an employee shall be granted leave for that purpose without charge to other leave credits, provided that he or she has agreed, in writing, prior to and as a condition of the granting of such leave to deliver to the Executive Officers, for deposit in the general fund of the Agency, all fees paid to such employee for such jury service.

8.8 Subpoena: On proof of the necessity of attendance in court pursuant to a subpoena in a proceeding to which the employee is not a party, leave shall be granted for such appearance without charge to other leave credits provided that he or she shall have agreed, in writing, prior to and as a condition of the granting of such leave to deliver to the Executive Officers for deposit in the general fund of the Agency, all fees paid to the employee for such attendance.

8.9 Short and Long Term Disability: The Agency shall provide a short term and long term disability policy for an eligible disability.

8.9 Child Rearing Leave: An employee, upon request, shall be granted child-rearing leaves, without pay, ending upon the first day of a semester following a period of up to one year after the birth, foster care prior to adoption, or adoption of a child. An employee requesting child rearing leave shall submit a written application 60 days prior to the anticipated commencement of the leave. Such notice shall include the anticipated dates upon which the leave is to commence and to terminate.

8.10 Leave Without Pay: Upon application, in writing, by an employee to the Executive Officers and upon their recommendation, the Executive Officers for leaves less than 30 days in duration or the Board for leaves of 30 days or more may grant leave without pay for a period not to exceed one year for such purposes as the Board, in its sole discretion, may determine to be appropriate. A request for leave pursuant to this Section must be submitted to the Executive Officers not less than 60 days prior to the date such leave is requested to commence, except in an emergency.

8.11 Accrual of Additional Credits: During the period of a leave without pay, an employee will not accrue additional days of leave and the period of absence shall not be counted as service with the Agency. Upon the termination of the leave, the employee will have restored all benefits accrued as of the time of the commencement of the leave.

8.12 Leave Benefits

Leave granted pursuant to Sections 8.3, 8.5, or 8.9 shall be deemed to be part of any FMLA entitlement.

ARTICLE 9 - EMPLOYEE RIGHTS

9.1 Freedom of Association: As provided by law, no employee shall be subject to discipline, reprisal or discrimination by the Agency because of membership in the TVHS Support Staff Association or the exercise of rights under the Taylor Law.

9.2 Payroll Options:

- A. Salaries of each ten-month employee shall be paid on a bi-weekly basis throughout the school year commencing on the first payroll date after Labor Day.
- B. Salaries of 12-month employees will be paid on a bi-weekly basis, not to exceed 26 pay periods in any fiscal year.

9.3 Respite Services: If an employee provides respite services to Agency students or other children, such employee shall not use Agency equipment, facilities or Agency work time to provide such outside consulting or employment. Agency employees shall

advise parents that respite care is provided privately and is not provided through Agency.

9.4 Length of Work Year: The work year for ten-month employees shall not exceed 185 days. Any employee required to work in excess of 185 days will be paid 1/200th of his or her total annual salary for each additional day worked. Nothing herein provided shall restrict the Agency in developing and promulgating a school calendar.

9.5 Salary and Leave Information: At the beginning of each school year, each employee shall be provided with a copy of a statement of his or her then current salary, the basis upon which that salary is computed, and current sick leave balance.

9.6 Protection of Employees: Eligible members of this bargaining unit shall be provided with the protections of Sections 75 and 76 of the Civil Service law.

9.7 LPNs and School Monitors: LPNs and School Monitors shall be required to be on duty fifteen minutes before the first student is scheduled to arrive and five minutes after the last student is scheduled to depart.

ARTICLE 10 - EVALUATION PROCEDURE

10.1 The Agency shall establish, after consultation with the TVHS Support Staff Association an evaluation procedure which will require an annual evaluation of all employees. Such consultation shall be at a meeting of the Labor-Management Committee.

10.2 Personnel File Policy: The employee may file a response of reasonable length to any document in the record of employee performance that he or she deems to be adverse or critical of performance. An employee may review his or her personnel file upon appropriate notice to the Director of Human Resources.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.1 Basic Principles:

- A. The Agency and the TVHS Support Staff Association declare their joint intent to encourage the prompt resolution of grievances of employees through recourse to the formal procedure established by this Article. Nothing herein shall be construed, however, to prevent any employee or the Agency from discussing a problem informally.
- B. Any employee shall have the right to present a grievance in accordance with the procedure established by this Article free from coercion, interference, restraint, discrimination, or reprisal.

- C. An employee shall have the right to be represented at all stages of the grievance procedure by a member of the Association.

11.2 Definition of a Grievance: A grievance is a dispute concerning a claimed violation of a specific term or provision of this Agreement.

11.3 The grievance procedure shall be as follows:

- A. Step 1: The aggrieved employee shall present the grievance, in writing on forms to be provided by the Agency, to TVHS Principal and Chief Academic Officer, not later than 30 days following the date on which the act or omission giving rise to the grievance occurred. The grievance form shall be in the form attached hereto as Appendix B. The TVHS Principal and Chief Academic Officer receiving the grievance shall take the steps necessary to insure that an appropriate disposition of the grievance is made and shall reply to the employee and his or her representative, in writing, within seven calendar days following the date of submission of the grievance.
- B. Step 2: In the event that the aggrieved employee wishes to appeal the decision at Step 1, the appeal shall be submitted to the Executive Officers, in writing, on the grievance form, within five calendar days following receipt of the Step 1 decision. A copy of such appeal shall also be sent to the TVHS Principal and Chief Academic Officer who considered the grievance at Step 1. Such appeal shall contain a short, plain statement of the grievance and specific references to the section or sections of this Agreement which the employee claims to have been violated and the redress sought. The Executive Officers or their designee shall meet with the aggrieved employee and/or his or her representative and shall issue a written decision to the employee or his or her representative within 20 calendar days following the date on which the appeal was received.
- C. Step 3: In the event the TVHS Support Staff Association wishes to appeal a decision at Step 2, it may appeal to arbitration by filing a demand for arbitration upon the Executive Officers or their designee within ten calendar days of the receipt of the Step 2 decision. The arbitration hearing shall be held within 20 working days of the selection of the arbitrator.

The demand for arbitration shall identify the issues sought to be submitted to arbitration and the specific section or sections of this Agreement which the TVHS Support Staff Association claims have been violated. The demand for arbitration may not add to the issues previously considered at Step 2, and in the event that such an issue is raised, the Executive Officers may return the matter to Step 2 for further determination.

The arbitrator shall be selected from the following panel: Dennis Campagna, Sheila Cole, Thomas Hines, Lou Patack and Jeffrey Selchick. The assignments will rotate and be in the order listed unless the Parties mutually agree otherwise. Such panel may be revised upon mutual agreement of the Parties.

The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented, and his or her decision shall be confined solely to a determination of whether the claimed violation of this Agreement has occurred. Should the Agency or the TVHS Support Staff Association contend in any arbitration proceeding that the grievance is not subject, in whole or in part, to arbitration pursuant to this Article, the arbitrator shall be required, upon request of such party, to rule upon the question of arbitrability in advance of receiving evidence upon any other issue. The decision and award of the arbitrator shall be binding upon both parties.

All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing its own case.

If the parties mutually agree to stenographic transcript of the proceeding, they shall share the cost of such transcript. If either party without the consent of the other requires such a transcript, the requesting party shall bear the entire cost and shall provide the arbitrator and the other party with a copy of the transcript.

11.4 General Provisions:

- A. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the grievant.
- B. As it is important to good relationships that grievances be filed and processed as rapidly as possible, the time limits specified for either party will be extended only by mutual consent.
- C. If a decision at one step is not appealed within the time limits specified, the grievance will be deemed discontinued and further proceedings under this Agreement or elsewhere shall be barred. The failure by the Agency to meet the time limits specified herein shall permit advancing the matter by appeal to the next step of this procedure.
- D. A settlement or award upon a grievance may or may not be retroactive as the equities of each case demand, but in no event shall such a resolution be retroactive to a date earlier than 30 calendar days prior to the date

when the grievance was first presented in accordance with this Article or the date the grievance occurred, whichever is later.

- E. In the event service of a reply or determination is made by mail, service shall be complete upon mailing, and the time to take any action under this Agreement which is dependent upon receipt thereof shall be extended by three days.
- G. A TVHS Support Staff Association affiliated staff representative may be present at the request of the grievant at any step of the grievance procedure.
- H. There shall be only one spokesperson for the grievant and one for the Agency at each step of the grievance procedure.

ARTICLE 12 - LABOR MANAGEMENT COMMITTEE

12.1 The TVHS Support Staff Association and the Agency recognize the need for communication to resolve the issues of concern to either or both of the parties. To facilitate such communication, there is hereby established a Labor Management Committee consisting of one member appointed by the Executive Officers and one member designated by the President of the TVHS Support Staff Association. The Committee shall meet as reasonably required to deal with issues as they arise. Except in an emergency, at least three days' notice of the need for a meeting shall be given and the request for the meeting shall identify its subject matter.

12.2 The Committee may consider matters of concern to the Agency and to the TVHS Support Staff Association. It shall not be authorized to consider or negotiate any change in the provisions of this Agreement.

ARTICLE 13 - SEVERABILITY

13.1 In the event that any article, section or portion of this Agreement is found to be invalid by a final decision of a tribunal of competent jurisdiction or administrative agency or shall have the effect of a loss to the Agency of funds made available through Federal or State law, or the loss of a benefit provided by this Agreement to employees, then such specific article, section or portion specified in such a decision or having such effect shall be of no force and effect but the remainder of this Agreement shall continue in full force and effect. In such event, the parties shall reopen negotiations concerning the subject of such article, section or portion.

ARTICLE 14 - GENERAL PROVISIONS

14.1 This Agreement shall supersede any rule or regulation of the Agency concerning terms and conditions of employment which shall be contrary to or inconsistent with its terms.

14.2 Except as expressly limited by other provisions of this Agreement, all of the authority, rights, and responsibilities possessed by the Agency are retained by it.

ARTICLE 15 - TERM OF AGREEMENT

15.1 The term of this Agreement shall be from July 1, 2014 through June 30, 2018.

ARTICLE 16 - APPROVAL OF THE LEGISLATIVE BODIES

16.1 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective representatives on June 15, 2015.

THIS AGREEMENT, having been duly ratified by the Agency's Boards of Cooperative Educational Services and the membership of the Association has been executed by their duly authorized officers on the date first above written.

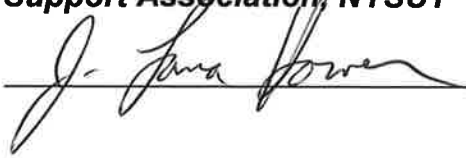
Questar III (Board of Cooperative Educational Services, Rensselaer-Columbia-Greene Counties)

By: 
Gladys I. Cruz, Executive Officer

Capital Region BOCES (The Albany, Schoharie, Schenectady, Saratoga Board of Cooperative Educational Services)

By: 
Charles S. Dedrick, Executive Officer

TVHS Support Association, NYSUT

By: 

**APPENDIX A
PAYROLL DEDUCTION AUTHORIZATION**

APPENDIX B
GRIEVANCE FORM

TO BE COMPLETED BY GRIEVANT OR HIS OR HER REPRESENTATIVE:

Name: _____ Title: _____

Work Location: _____ Principal: _____

State all provisions of Agreement involved:

Article _____ Sec. _____

Article _____ Sec. _____

STEP 1

Date of Occurrence: _____

Statement of facts: (Use additional sheets if required)

Remedy Sought:

Date Submitted: _____ Aggrieved employee: _____

Check to make sure all required information has been provided and give this form to the Tech Valley High School Principal and Chief Academic Officer.

STEP 1 DECISION

Date Grievance Received: _____

Decision: (Use additional sheets if necessary) _____

Date Decision Issued: _____

TVHS Principal and Chief Academic Officer:

STEP 2 APPEAL

(To be submitted to the Executive Officers or their designees within five working days of receipt of Step 1 decision or date Step 1 decision was due, whichever is earlier).

The decision at Step 1 of the grievance described on the reverse side is unsatisfactory.

Short plain statement of the grievance:

Section(s) of the Agreement claimed to have been violated: _____

Remedy sought: _____

Date submitted: _____ Aggrieved employee: _____

A copy of this appeal shall also be sent to the TVHS Principal and Chief Academic Officer who issued the Step 1 decision.

STEP 2 - DECISION

Date received: _____

Determination Attached Date decision issued: _____

STEP 3 - APPEAL

(To be submitted to the Executive Officers or their designees within 10 working days of receipt of Step 2 decision or date Step 2 decision was due, whichever is earlier. Attach copies of all documents related to grievance).

Tech Valley High School Support Staff demands arbitration of the following issue:

Section(s) of the Agreement claimed to have been violated: _____

Remedy Sought: _____

Date submitted: _____

Authorized Signature: _____