



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 TEACHERS' ASSOCIATION, NYSUT

JULY 1, 2014 --- JUNE 30, 2018

TABLE OF CONTENTS

	Page
ARTICLE 1 - PREAMBLE.....	1
ARTICLE 2 - RECOGNITION.....	1
ARTICLE 3 - DEFINITIONS.....	1
ARTICLE 4 - ASSOCIATION RIGHTS	2
ARTICLE 5 - NEGOTIATION PROCEDURES	3
ARTICLE 6 - SALARY	4
ARTICLE 7- INSURANCE	4
ARTICLE 8 - PAYROLL DEDUCTIONS	7
ARTICLE 9- LEAVE.....	7
ARTICLE 10 - EMPLOYEE RIGHTS	10
ARTICLE 11 – OTHER MATTERS.....	11
ARTICLE 12 - FORMAL PERFORMANCE.....	11
ARTICLE 13 – LABOR MANAGEMENT COOPERATION	12
ARTICLE 14 - GRIEVANCE PROCEDURE	12
ARTICLE 16 - SEVERABILITY.....	15
ARTICLE 17 - CONCLUSION OF NEGOTIATIONS	15
ARTICLE 18 - GENERAL PROVISIONS.....	15
ARTICLE 19- TERM OF AGREEMENT	15
ARTICLE 20 - APPROVAL OF THE LEGISLATIVE BODIES	16
Appendix A	
Payroll Deduction Authorization	
Appendix B	
Grievance Form	

AGREEMENT, made as of July 1, 2014, between Questar III (the Board, of Cooperative Educational Services Rensselaer, Columbia and Greene Counties) the Capital Region BOCES (the Albany, Schoharie, Schenectady, Saratoga Board of Cooperative Educational Services) together as Joint Employer ("Agency") of Tech Valley Regional Technology Institute and the Teachers' Association ("Association").

ARTICLE 1 - PREAMBLE

1.1 The Agency and Association recognize that they have mutual goals of ensuring the achievement of the educational objectives of the students served through Agency programs and advancement of the public purposes set forth in the special legislation authorizing the creation and operation of the Tech Valley Regional Technology Institute ("Tech Valley High School").

1.2 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 Association as the exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment of full and part-time employees serving in the following positions: teachers and guidance counselors.

2.2 The Association shall have unchallenged representation status for the maximum period permitted by law on the date of the execution of this Agreement.

ARTICLE 3 - DEFINITIONS

3.1 As used in this Agreement:

- A. "Agency" shall mean 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) as Joint Employer of Tech Valley Regional Technology Institute.
- B. "Association" shall mean the Tech Valley High School Teachers' 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. "Chief Executive Officers" or "Executive Officers" shall mean the District Superintendents of the Agency.
- F. "Liaison Committee" shall mean the committee established pursuant to Article 13 of this Agreement.
- G. "President" shall mean the President of the 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 - 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 Association Meetings

The Association may hold specific meetings in building space controlled by the Agency provided that (a) the 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 one week 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 Principal shall respond to any request from the Association for such use of space within five 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 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 Association who request such deduction in writing, the amount of membership dues currently certified by the Association as its dues. The Association shall certify to the Agency between September 1st and September 15th of each school year the amount of its membership dues and those employees on whose behalf deductions should be made. 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 Fee

A. The 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 Association a service fee equivalent to the per capita dues the 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 Association unless the Association has certified, in writing, to the Agency by September 15 of each school year that the nonmember has paid the fee directly to the 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 Association agrees to provide counsel and to indemnify and save harmless the Agency from and against the cost of such action or proceeding, and other expenses in connection with such litigation or proceeding and to pay any judgment entered 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 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 school 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 tenured teachers will receive the following salary increases effective July 1 each year:

2014-2015	\$2,000
2015-2016	\$2,800
2016-2017	\$2,800
2017-2018	\$3,000

Eligible untenured teachers will receive a 2% salary increase effective July 1, each year.

C. There will be a stipend pool of \$5,000. A committee of employer representatives of TVHS and the Association shall jointly meet to determine what stipends will be paid for certain defined additional responsibilities that are assigned to teachers.

ARTICLE 7- INSURANCE

7.1 Eligibility for Benefits

An employee who is employed fifty percent or more shall be entitled to receive the benefits provided by this article pro rata.

7.2 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 and existing retirees who were employees immediately prior to retirement as follows:

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

7.3 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.

7.4 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.

7.5 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 withdrawal ,declination or reduction. In the event of such withdrawal, declination 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. In the event an employee who has received the benefit provided by this Section leaves before the end of the school year, 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. 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. 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.

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, shall not receive any further distributions pursuant to paragraph A of this section.

7.6 125 Plan.

The Agency shall provide a 125 Plan for employees.

7.7 EAP

An Employee Assistance Program will be provided. The Agency shall pay the costs of the Program.

ARTICLE 8 - PAYROLL DEDUCTIONS

8.1 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 9- LEAVE

9.1 Sick Leave

A. In the first year of employment, an employee shall receive, effective on his or her first day of employment, five days of sick leave credits and shall accrue additional credits at the rate of one day for each two months of employment. 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 180 days. In the event an employee leaves Agency service before he or she has accumulated the number of such days he or she has taken, such excess will be deducted from his or her final paycheck.

B. An employee absent on sick leave shall notify the designee of the Executive Officers by 6:00 a.m. on the date of such absence and the right to use such leave shall be dependent upon the giving of such notice; provided, however, that in an emergency, notice by 6:00 a.m. shall not be required, provided that the employee gives notice as soon as he or 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 may be used in units of not less than one-half day.

9.2 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 not 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, holiday or recess period. An application for personal leave on a day immediately preceding vacation, holiday or the beginning or the 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 or retire during the month immediately preceding the effective date of such resignation or retirement. Once leave is approved it cannot be taken away.

9.3 Family Illness

A. 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.

9.4 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 or parent-in-law, including the same household significant other's immediate family.

9.5 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.

9.6 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.

9.7 Sabbatical Leave

A. The primary purpose of sabbatical leave is to broaden the professional experience of a teacher and thus benefit the Agency and its students.

B. At the end of not less than six years of professional service with the Agency, an employee may apply for sabbatical leave. Applications for sabbatical leave shall be submitted to the Executive Officers not later than February 15 prior to the school year during which the requested leave would occur. Applicants will be notified of the Agency's decision regarding such application no later than April 15.

C. An application for sabbatical leave may be granted by the Board in its sole discretion based upon its determination of its value to the Agency. In no case, however, shall the Board grant more than one sabbatical in any year, and the Board's determination of value shall be final and binding on all parties. Sabbatical leave shall be granted at 50% of the employee's base salary.

D. As a condition of eligibility for sabbatical leave, an employee shall submit an agreement, in writing, (i) to continue in employment by the Agency for at least one year following termination of leave, (ii) to reimburse the Agency an amount equal to 75% of the compensation paid to the employee by the Agency during such leave should he or she fail to fulfill the requirement set forth in subdivision (i) of this paragraph, and (iii) to prepare a report of the benefits achieved from the leave within 90 days of his or her return from leave. The success of the employee in fulfilling the objectives of the leave shall be considered by the Board in considering future applications for sabbatical leave.

9.8 Short and Long Term Disability

The Agency shall provide a short term and long term disability policy for an eligible disability.

9.10 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.

9.11 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.

9.12 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.

9.13 Leave Benefits

Full-time employees with at least one year of full-time agency service shall be entitled to the same benefits under the same terms as those employees covered under the Family Medical Leave Act of 1993, ("FMLA"). Leave granted pursuant to section 9.1, 9.3 or 9.10 shall be deemed to be part of any FMLA leave entitlement, as appropriate.

ARTICLE 10 - EMPLOYEE RIGHTS

10.1 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 Association or the exercise of rights under the Taylor Law.

10.2 Payroll

Salaries of each employee shall be paid on at least a bi-weekly basis throughout the calendar year.

10.3 Salary and Leave Information

Prior to October 15th 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.

ARTICLE 11 - OTHER MATTERS

11.1 Transportation of Pupils and Respite Services

Employees shall not transport pupils in their private vehicles. 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. Employees shall advise parents that respite care is provided privately and is not provided through Agency.

11.2 Length of Work Year

The work year for all employees shall not exceed eleven months. Any employee required to work in excess of eleven months 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. The summer schedule shall be determined no later than June 1st in consultation with the faculty.

ARTICLE 12 - FORMAL PERFORMANCE REVIEWS AND OBSERVATIONS

12.1 General

A. The Agency and the Association acknowledge that the professional obligation of teachers is to provide high quality instructional service, to conduct those other professional activities required to enhance the quality of that service, and to participate in professional development programs to support that goal. Collaboratively developed criteria of professional responsibility and each individual's job description will form the foundation for evaluation and performance review.

B. The Agency and the Association acknowledge that Classroom Teachers, as defined by Commissioner's regulations 8 NYCRR 30.2 will receive annual professional performance reviews in accordance with Education Law 3012-c, implementing Commissioner's regulations, and the Agency's Annual Professional Performance Review (APPR) Plan. APPR for other employees not receiving an annual professional performance review pursuant to Education Law Section 3012-c, implementing Commissioner's regulations, and the Agency's APPR Plan shall receive formal performance reviews in accordance with this Article 12 and 8 NYCRR 100.2(o).

12.2 Performance Reviews and Observations

Each employee other than Classroom Teachers as described in 12.1.B shall receive periodic formal performance reviews by certified Agency administrators. This shall include at least two observations each year.

12.3 Official Records of Employee Performance

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 13 – LABOR MANAGEMENT COOPERATION

13.1 The Association and the Agency recognize the need for communication to resolve issues of concern to either or both of the parties. To facilitate such communication, there is hereby established a Liaison Committee consisting of the Executive Officers or his or her designees and the President of the Association or his or her designee. 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. The Executive Officers and the President shall have the right to bring such additional persons as they require to meetings of the Committee.

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

ARTICLE 14 - GRIEVANCE PROCEDURE

14.1 Basic Principles

The Agency and the 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 teacher or the Agency from discussing a problem informally.

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.

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

14.2 Definition of a Grievance

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

14.3 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 the Principal of TVHS, 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 C. The Principal of TVHS shall take the steps necessary to insure that an appropriate disposition of the grievance is made and shall reply to the employee, in writing, within seven working 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 or their designee, in writing, on the grievance form, within five working days following receipt of the Step 1 decision. A copy of such appeal shall also be sent to the Principal of TVHS 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 within 20 working days following the date on which the appeal was received.

C. Step 3. In the event the 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 (10) working 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 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, Jeffrey Selchick, Lou Patack. 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 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 final and 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 a 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.

15.4 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.

F. An Association-affiliated staff representative may be present at the request of the grievant at any step of the grievance procedure.

G. There shall be only one spokesperson for the grievant and one for the Agency at each step of the grievance procedure.

ARTICLE 16 - SEVERABILITY

16.1 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 17 - CONCLUSION OF NEGOTIATIONS

17.1 This Agreement is the entire agreement between the Agency and the Association, terminates all prior agreements and understandings and, except as provided herein, concludes all collective negotiations during its term.

ARTICLE 18 - GENERAL PROVISIONS

18.1 During the terms of this Agreement, neither party will unilaterally seek to modify its terms through Board action.

18.2 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.

18.3 Except as expressly limited by other provisions of this Agreement or law, all of the authority, rights and responsibilities possessed by the Agency and Executive Officers are retained by them.

ARTICLE 19- TERM OF AGREEMENT

19.1 The term of this Agreement is July 1, 2014 through June 30, 2018.

ARTICLE 20 - APPROVAL OF THE LEGISLATIVE BODIES

20.1 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.

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.

IN WITNESS WHEREOF, the parties have caused this 2014-2018 Agreement to be signed by their respective representatives on June 15, 2015.

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 Teachers Association, NYSUT

By: 

APPENDIX A

PAYROLL DEDUCTION AUTHORIZATION

SOCIAL SECURITY NUMBER _____

NAME _____
LAST FIRST M.I.

DISTRICT NAME: RENSSELAER-COLUMBIA-GREENE
COUNTIES B.O.C.E.S. and

ALBANY, SCHOHARIE, SCHENECTADY
SCHOHARIE B.O.C.E.S.

ASSOCIATION: TVHS TEACHERS' ASSOCIATION, NYSUT

To the Boards of Education:

I hereby authorize you, according to arrangements agreed upon with the above Association, to deduct from my salary and transmit to said Association, dues as certified by said Association from those organizations indicated below. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me, in writing. Should my employment terminate or should I take a leave of absence before the end of the school year, then I further authorize the School Board to deduct the remainder of my membership dues or agency shop fee for the school year from my last paycheck.

Member Signature: _____ Date: _____

NYSUT
AFT
AFL-CIO

APPENDIX B
GRIEVANCE FORM

TO BE COMPLETED BY GRIEVANT OR HIS OR HER REPRESENTATIVE:

Name: _____ Title: _____

Work Location: _____ Supervisor: _____

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/Chief Academic Officer.

STEP 1 DECISION

Date Grievance Received: _____

Decision: (Use additional sheets if necessary) _____

Date Decision Issued: _____

TVHS Principal/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/Chief Academic Officer.

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 Teachers' Association demands arbitration of the following issue:

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

Remedy Sought: _____

Date submitted: _____

Authorized Signature: _____