

FINAL 10-28-20
MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE ALBANY-SCHOHARIE-SCHENECTADY-SARATOGA BOARD OF
COOPERATIVE EDUCATIONAL SERVICES
AND
THE ALBANY-SCHOHARIE-SCHENECTADY-SARATOGA FACULTY
ASSOCIATION (TEACHER UNIT)
AND
THE ALBANY-SCHOHARIE-SCHENECTADY-SARATOGA FACULTY
ASSOCIATION (TEACHING ASSISTANTS/TEACHER AIDES UNIT)
AND
THE ALBANY-SCHOHARIE-SCHENECTADY-SARATOGA FACULTY
ASSOCIATION (SERVICE UNIT)

The Albany-Schoharie-Schenectady-Saratoga Board of Cooperative Educational Services (hereinafter “BOCES”) and the Albany-Schoharie-Schenectady-Saratoga Faculty Association (consisting of three units titled Teachers, Teaching Assistants/Teacher Aides, and Service) (all hereinafter collectively “Association”) hereby agree to the following changes to the July 1, 2012 to June 30, 2020 collective bargaining agreements between the BOCES and Association (“Agreements”). The terms of this Memorandum of Agreement shall super cede all prior collective bargaining agreements. Any Articles, sections, or portions of the 2012-2020 collective bargaining agreements not discussed herein shall continue and be incorporated into the successor collective bargaining agreement without change. This Memorandum is subject to approval by the Board of Education of the BOCES and ratification by the Association. Tentative agreements noted below, for the most part, utilize references to the appropriate Teachers Unit CRBFA. All such changes shall also be made in the appropriate sections of the Teaching Assistants/Teacher Aides and Service Units.

1. **Term** – the parties agree on new terms of July 1, 2020 through June 30, 2025.

2. **Article VIII, Compensation** – All percentages set forth are inclusive of any increment that may apply in each of the individual units. For the Teachers Unit CRBFA, the cost of increment is 2.67%, for the Teaching Assistant/Teacher Aide Unit, the cost of increment is embedded in the attached schedules; for the Service Unit, there is no cost of increment. However, for the Service Unit there is an increase of 1.75% if no successor agreement is

reached. Thus, effective July 1, 2020, members of the Service Unit received increases of 1.75% which for the 2020-2021 year shall be credited towards a total increase of 4%. Thereafter, members of the Service Unit shall simply receive 4% increases each succeeding July 1st (without the additional 1.75%).

For the Teacher Unit, the parties agree that the total sum applicable to any yearly increase is 4% consisting of step plus the increases as set forth below. The parties agree that such total increase may be allocated to the schedule as other than a flat rate increase so long as the total cost does not exceed 4% each of the first three years or 4.25% in the final two years. Any new salary schedules must be mutually agreed upon. In the absence of mutual agreement, each year's schedule shall simply be increased as set forth below. The parties also agree to increase Article VIII (O), (P), and (Q) by 4% per year in the Teacher Unit CBA.

The compensation increases to the salary schedules or wage rates for each year of the new agreements, including any applicable increment [Note for the Service Unit, other than the 2020-2021 school year, there is no increment and they receive the 4%], are:

July 1, 2020 – 4% (to be paid to any member of any of the three units who is employed by the BOCES as of the date the MOA is approved by the Board or who retired from BOCES between the dates of July 1, 2020 and the date the MOA is approved by the Board); For the teachers, this means 1.33% added to the schedule as new money; for the TA's/Aides, this is reflected in the attached schedules; and, for the Service Unit, this means 2.25% added to the previous 1.75% already provided;

July 1, 2021 – 4%; For the teachers, this means 1.33% added to the schedule as new money; for the TA's/Aides, this is reflected in the attached schedules; and, for the Service Unit, this means 4%;

July 1, 2022 – 4%; For the teachers, this means 1.33% added to the schedule as new money; for the TA's/Aides, this is reflected in the attached schedules; and, for the Service Unit, this means 4%;

July 1, 2023 – 4.25%; For the teachers, this means 1.58% added to the schedule as new money; for the TA's/Aides, this is reflected in the attached schedules; and, for the Service Unit, this means 4.25%; and,

July 1, 2024 – 4.25%; For the teachers, this means 1.58% added to the schedule as new money; for the TA’s/Aides, this is reflected in the attached schedules; and, for the Service Unit, this means 4.25%;

Note: Except as set forth herein, unless specifically set forth below, there is no other increase to any financial aspects of the agreements.

3. Article IX – Health Insurance:

- Amend Article IX(A)(2)(a) to add the following: “Effective January 1, 2021 the New York State Health Insurance Program (“NYSHIP”) shall no longer be made available as an option for any new enrollees. Any members enrolled in NYSHIP may remain enrolled. Any member in NYSHIP who thereafter elect to move to one of the other plans offered by the BOCES may not thereafter return to NYSHIP.”;

- Amend Article IX(A)(2)(b) to add the following: “Effective January 1, 2021, or as soon thereafter as can be implemented, the co-pays shall be as follows for the new plan as implemented (the summary of benefits shall be attached):

Inpatient	\$100
ER	\$100
Office Visit (primary and specialty)	\$20
Outpatient Surgery	\$50
Advanced Imaging Services	\$50”

- Amend Article IX(A)(3) to add the following: “Effective January 1, 2021, or as soon thereafter as can be implemented, the prescription co-pays shall be \$5 for generic drugs, \$25 for preferred name brand drugs, and \$45 for non-preferred name brand drugs. The employee co-pay for mail order shall be twice the monthly co-pay for a three-month supply.”

- Amend Article IX(A)(4) to add the following to section (b): “Effective July 1, 2022, the employee contribution towards health and pharmacy insurance premiums shall be 21%.”

- Amend Article IX(A)(5) shall be amended as follows by adding the following new subparagraphs:
 - “c. Effective as soon as may be implemented by the BOCES, Retirees (present and future) may, upon reaching eligibility for Medicare coverage (currently age 65) voluntarily elect to enroll in a Medicare Advantage Plan (“MAP”) which may be offered by the BOCES. Retirees have the right during a subsequent open enrollment to return to a plan offered members and retirees as set forth in Article IX(A)(2) above (i.e. as of January 2021 only Prism 20-21, not the original Prism or NYSHIP). The BOCES shall determine what MAP, if any, is offered under this provision after consulting with the Association (either directly or as part of a health insurance committee). Any retiree electing to move to the MAP will receive a one-time only payment of \$250 if only covered by individual or \$500 if covered by dependent as well.”
 - “d. Members of the bargaining unit who retire or have retired previously shall be covered by the same health insurance plan as is provided to members of the Association pursuant to Article IX(A)(2) above. Changes to retiree health coverage can consist only of the BOCES providing the same plan available to active members as set forth in Article IX(A)(2) above, as such plan may be changed by the Association and BOCES by mutual agreement. For those members retiring on or after September 1, 2020, only dependents consisting of a spouse and dependent child or grandchild the unit member has at the time of retirement are eligible for dependent coverage under this provision. Should a retiree later become the legal guardian of a child or grandchild that was in existence at the time the member retired (or is a child of a child who was in existence at the time the member retired), those new dependents would be eligible for coverage under the retiree’s plan. Otherwise, any new dependents who become dependents after the date of retirement are not eligible for coverage.”

- Amend Article IX(A)(5)(b) to add the following:

“(i) For employees who are employed by the BOCES as of September 1, 2020 and who retire on or after December 1, 2020, if they have 10 to 29 years of service with BOCES immediately preceding retirement, their contribution to premiums in retirement will be 5% for individual coverage and they may continue family coverage by paying 50% of the difference between the family premium and individual premium. If they have 30 or more years of service with the BOCES immediately preceding retirement, the BOCES shall pay 100% of the premium for individual coverage and the employee may continue family coverage by paying 50% of the difference between family premium and individual premium. [Note: employees as of September 1, 2020 who retire prior to December 1, 2020, shall continue with the 100% paid individual health premium set forth above.]

(ii) For employees hired after September 1, 2020, if they have 10 to 19 years of service with BOCES immediately preceding retirement, they shall contribute 20% towards individual coverage and may continue family coverage by paying 50% of the difference between family and individual premium. If they have 20 or more years of service with BOCES immediately prior to retirement, they will contribute 10% towards individual coverage and may continue family coverage by paying 50% of the difference between family and individual premium.”

4. **Article VII(H)(1), Work Day** - Amend as follows:

- Change the last sentence of the first paragraph to read: “Support service personnel including but not limited to psychologists, speech and language pathologists, reading specialists, resource teachers, training specialist, guidance counselors, co-op

coordinators, work-study teachers and occupational education evaluators shall be on duty for 6 6.5 hours per day as designated by BOCES, inclusive of travel and a 30 minute block of time dedicated to individual planning time and fulfilling documentation requirements.”

- Add to the end of the second paragraph the following new language: “Mileage, at the IRS rate, will be paid to such teachers from the BOCES central location (currently 900 Watervliet-Shaker Road, Albany) to the first location of assignment and for travel between sites.”

- Add a new paragraph as follows: “Teachers assigned by the BOCES full-time in component school districts (i.e. not center-based teachers or itinerant teachers) whose workday is 7 or more hours per day may use other assigned staffing (e.g. TA’s and aides) to schedule one planning period per day equal to the length of one instructional period. This planning period must be cost and staffing neutral to the BOCES.”

5. **Article VII(H)(2), Work Day** - Amend effective December 1, 2020 to read as follows:

“Itinerant teachers and Itinerant Support Service Personnel shall work on the days and hours scheduled by the component school districts where they are assigned. Should such assignments exceed 6.5 hours, the individual will be compensated at their hourly rate for all time worked beyond 6.5 hours. The assignment, length of assignment, and whether it exceeds 6.5 hours is in the complete discretion of BOCES. Mileage, at the IRS rate, will be paid to such teachers from the BOCES central location (currently 900 Watervliet-Shaker Road, Albany) to the first location of assignment and for travel between sites.”

6. **Article IX(E), Flexible Spending Account** - Amend to provide as follows:

“Consistent with any applicable laws and regulations, the District shall provide and implement a full cafeteria plan under IRS Code 125 with the District paying the administrative costs thereof. The plan administrator shall be selected by the District. Such plan will permit employee contributions for employee health insurance premiums, unreimbursed medical and dental expenses, allowable child care expenses, etc., in pre-tax

dollars. In accordance with the IRS option to enable participants to carry over up to \$500 of unused funds for qualifying medical expenses from one year to the next, the maximum \$500 carry-over option will be incorporated within the plan, enabling employee access to any unused funds from the prior year. This carry-over option shall be implemented for the plan effective January 1, 2021 for a carry-over option commencing in 2022.”

7. For the TA/Aide agreement, add to Article VII (Leaves) the Assault Leave language found in Article X(L) of the Teachers Unit CRBFA.

8. On a non-precedent bases, for current members who retire from the BOCES with an effective date prior to December 1, 2020 and who submit their letter of retirement no later than November 20, 2020, the parties agree to waive the requirement for 90 days’ notice. All other conditions remain unchanged.

9. **Teachers – Art. VII.I, Calendar** – Remove reference to South Colonie calendar and replace with “Any teachers assigned to a BOCES center will follow the BOCES calendar”.

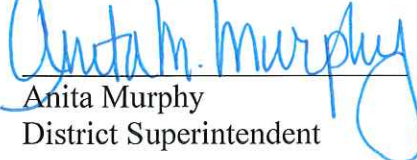
10. **Service Unit – Art. X.B.1** – OTA’s and PTA’s are assigned the to the same situations as the related service providers who are going to a 6.5 hour day set forth above. Therefore, change 6 hours to 6.5 hours for the work day for these two titles. The compensation shall reflect this change in calculation. Interpreters will remain at the same 6 hour day as currently provided.

11. **Language Changes** – Attached to this MOA is a document titled “Language Changes” which sets forth other language changes agreed to by the parties to the agreement. Similar changes, as appropriate, will also be made to the other two units.

12. **Prior MOA’s** – Attached here to are any prior MOA’s or MOU’s that the parties believe refer to contract language. Such MOA’s/MOU’s shall be incorporated into the collective bargaining agreement following ratification and approval of this MOA. Any prior MOA’s or MOU’s that affect contract language which are not attached hereto are null and void.

[Signature page follows]

FOR THE BOCES:

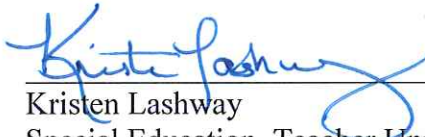

Anita Murphy
District Superintendent

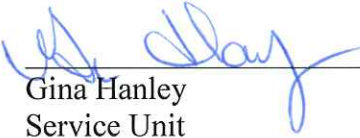
FOR THE ASSOCIATION:



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Service Unit


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Teaching Assistant/Teacher Aide Unit