AGREEMENT

BETWEEN

QUEENSBURY UNION FREE SCHOOL DISTRICT

AND

QUEENSBURY OT/PT ASSOCIATION

July 1, 2018 - June 30, 2022
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AGREEMENT
between
QUEENSBURY UNION FREE SCHOOL DISTRICT
and
OT/PT ASSOCIATION

ARTICLE 1 - AGREEMENT

This agreement made and entered into as of the 1st day of September, 2018, by and between the Chief School Officer of the Queensbury Union Free School District and the OT/PT Association (hereinafter referred to as the "Association").

ARTICLE II - RECOGNITION

The Board of Education hereby recognizes the OT/PT Association as the exclusive representative of all full time occupational therapists, physical therapists, occupational therapy assistants, and physical therapy assistants, and regular part time therapists (defined as appointed to a position for seven (7) or more hours per week) are recognized as Association members effective July 1, 2015, excluding all other positions and employees in the School District. Part-time employees who work less than the equivalent of .6 FTE shall not be eligible for benefits contained in the following Articles of this Agreement: Article IX - Leave of Absence, and Article XI- Insurance Benefits.

ARTICLE III - PRINCIPLES

1. RIGHT TO JOIN OR NOT JOIN. It is further recognized that the employee has the right to join, or not to join an employee organization, but membership shall not be a prerequisite for employment or continuation of employment of any employee. The District shall deduct from the salaries of those members of the bargaining unit who are not members of the OT/PT Association, as submitted by the Association, a service fee (Agency Fee) equivalent to the dues paid by members of the OT/PT Association.

The service fee shall be deducted in twenty (20) equal installments beginning with the second pay check of the school year and transmitted promptly to the OT/PT Association.

2. AGENCY FEE INDEMNIFICATIONS. The affected employee and the Association, jointly and severally, agree that except for cases arising out of the District's failure to make agency fee deductions or the making of inaccurate agency fee deductions, the Association will provide the District with legal counsel at no charge to the District. When the Association provided attorneys are used by the District, the affected employee and the Association agree to relieve the Board and District of any liability and indemnify and hold the Board members and District from any and all claims, demands, suits, or other forms of liability by reason of an action taken against the Board or the District pursuant to the provisions of this agency fee article. This clause shall not be construed to limit the Board of District from retaining its own legal counsel at District expense for representation in any action arising out of agency fee.

3. RIGHTS OF INDIVIDUALS

A. An employee's personnel file, with all evaluations, will be open and available for inspection by the employee. Any evaluation, report, observation or written
material
concerning the professional or personal conduct, service, character, or personality of an employee and/or covering employment in the District which is placed in such personnel file shall immediately be made known to the employee.

B. Any complaint or derogatory materials that are directed toward an employee and which become a part of his/her permanent personnel file will be promptly called to the employee's attention. If such a complaint or a derogatory material is to be placed in his/her personnel file, the employee will be given an opportunity to attach a statement. Upon request, the employee shall be given access and copies to any or all aforementioned complaints or derogatory materials and attachments that are a part of his/her personnel file.

C. The District will maintain one official personnel file for each unit member.

4. **RESPONSIBILITY OF DISSEMINATION**

A. A copy of the agenda of each meeting of the Board of Education will be made available to the Association representative.

B. A copy of the official minutes of each meeting of the Board of Education will be forwarded to the President of the Association, when available.

**ARTICLE IV - AREAS FOR DISCUSSION AND AGREEMENT**

This recognition constitutes an agreement between the Board of Education and the Association to reach mutual understandings regarding matters related to terms and conditions of employment. The Board of Education and the Association recognize that Queensbury School District must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Commissioner of Education, Legislature and the courts in accordance with such statutes.

**ARTICLE V - PROCEDURES FOR CONDUCTING NEGOTIATIONS**

Upon a request of either party for a meeting to open negotiations for a successor contract, a mutually acceptable date shall be set not more than fifteen (15) days following such request. Such request shall be made December 1 and December 15 of the last year of the existing contract. Following the request, each party will have a maximum of fifteen (15) days to formally open negotiations.

"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."

If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting, except to the extent permitted by law but all other provisions or applications will continue in full force and effect.

Any existing Board policy, either written or understood, affecting terms and conditions of
employment of Association members, will continue to remain in effect unless specifically altered by this agreement.

**ARTICLE VI - COMPENSATION**

I. Full-time Assistant Therapist salary schedule is attached at the end of the contract.

2. The Full-time Therapists will be paid according to the Queensbury Faculty Association (QFA) contract salary schedule, Bachelor Degree Column only, at the same step as they would have progressed had there remained a Therapist Salary Schedule. No additional stipends or payments referenced at the bottom of the QFA schedule currently shown as items A through E will be paid.

3. Bargaining unit employees have the privilege of requesting payment of their respective annual salaries divided equally over the number of payroll dates, less legal deductions during the school year, or being paid 1/26 of their respective annual salaries, less legal deductions, each of the payroll periods during the school year, except the last when the balance of money owed by the School District will be made. Such request must be made by August 15. The school year contains ten (10) months for the purpose of this paragraph. Any deductions for participation in the School District insurance plans will be made twice each month, and deductions July, August and September are made from the May and June checks.

**ARTICLE VII - CHAPERONING**

The Association recognizes that chaperoning and advising extracurricular activities are the responsibility of the Queensbury Faculty Association. In the event there are no members of the Queensbury Faculty Association able to perform these duties, the members of the Association may be recruited. The Association members shall be paid at the same rate as set forth in the Queensbury Faculty Agreement.

**ARTICLE VIII - NOTICE OF VACANCY**

Association position vacancies will be posted at least seven (7) calendar days in advance of hiring if the School District receives thirty (30) calendar days notice of the vacancy. If the notice to the School District is less than thirty (30) calendar days, at least two (2) calendar days notice will be given.

**ARTICLE IX - LEAVES OF ABSENCE**

I. **SICK LEAVE**

A. First year full time employees will receive 7 1/2 days of sick leave on September 1 and 7 1/2 days of sick leave at midterm. Thereafter, full time employees shall be entitled to fifteen (15) days of sick leave for each school year for: personal illness, quarantine, illness in immediate family, funeral other than immediate family. Part time employees working the equivalent of .6 FTE or more shall receive prorated sick leave.

B. Unused days of sick leave shall be accumulated to a maximum of two hundred (200) days.

C. Each employee will be furnished with a statement of his/her accumulated sick leave to
ate no later than November of each year.

D. If any employee uses all of his/her accumulated sick leave due to a prolonged illness, he/she may request up to thirty (30) days on future anticipated sick leave allotments.

Additional days beyond this may be granted upon recommendation of the Superintendent and the approval of the Board of Education. The employee will return not less than one- half of his/her accrual accumulated sick leave to the District per year.

E. Unit members who retire pursuant to the New York State Retirement System with at least 15 years of service with the District (or at least 12 years of service for unit members employed by the district on 7/1/18) and who are members of the District Health Insurance Program at the time of retirement, may elect to exercise one of the following options. Once an option has been implemented, changing options is not allowed.

OPTION I

One (1) month of free basic health insurance for each four (4) days of accumulated sick leave up to a maximum of 50 months (200 days accumulated sick leave) at the time of retirement.

OPTION II

One (1) month of free basic health and dental insurance for each six (6) days of accumulated sick leave up to a maximum of 33.3 months (200 days accumulated sick leave) at the time of retirement.

The retiring unit member may designate the date on which their health insurance benefit begins. If the spouse of a unit member is also employed by the District, his/her sick leave will be applied in the same manner. There will be no further proration. At the time of retirement, the unit member and/or unit member and spouse will receive in writing the aggregate number of months of health insurance in effect in the District. At the time when a contribution must be made, notice of the amount and dates of first and future payments will be forwarded to the retiree(s) by the District.

F. In the event of the death of an active employee, the District will automatically cover the cost of the first three (3) months of basic health insurance for the surviving/designated spouse. Additionally, if the employee has accumulated sufficient sick time, the District will cover the cost of basic health insurance up to a maximum of six (6) months. (I.e., six (6) months x four (4) days= 24 days accumulated sick leave).

2. **EMERGENCY LEAVE**

A. No more than two (2) days absence per year for emergency leave purposes may be approved.
B. Only absences for such emergency business that cannot be scheduled on other than a school day, and is not covered by other leave provisions, may be approved by the Superintendent.

C. Emergency leave absences may not be used for the purpose of extending a vacation or engaging in an activity for financial gain.

D. In the event that the request for absence for emergency business is of such a nature that the employee would prefer not to discuss the matter with his/her immediate supervisor the request can be made directly to the Superintendent. In cases involving intimate personal concerns or where privacy is a matter of urgency, the Superintendent may grant the Emergency Leave to the employee based solely upon the employee's request for said leave.

E. In addition to the provisions of the emergency leave policy, supplementary time necessary for appearance in any legal proceeding, or for the performance of jury duty may be allowed upon the written approval of the Superintendent. An employee receiving such leave shall reimburse the School District for any fees he/she received as a juror or witness.

F. Emergency leave may be used for religious observances. In the event that such usage causes the unit member to exceed the two emergency days provided, he/she will be allowed one additional, paid emergency leave day.

G. If an employee uses only one (1) emergency day and the aforementioned day is used for religious purposes or if an employee uses no emergency days during a school year, the two (2) unused emergency days will be accumulated as one day of additional sick leave to be added to the employee's sick leave the first day of the following school year.

3. **BEREAVEMENT LEAVE**

   In the event of death in the immediate family (mother, father, husband, wife, children, brother, sister, grandparents, in-laws: mother, father, brother, sister, son, daughter) bereavement leave of up to five (5) consecutive school days, exclusive of summer vacation, will be granted with pay for each occurrence. These days are to be used within 15 calendar days of the death of any immediate family member covered by this provision and shall not be accrued from one school year to the next school year. Attendance at any other funeral shall be considered the same as a day of personal illness.

4. **CHILD REARING LEAVE**

   A. Any employee is entitled to apply for unpaid child rearing leave in accordance with provisions of law and Board policy. An unpaid child rearing leave for a period up to ten months after the birth or adoption of a child up to seven years of age for the purpose of caring for such child will be granted by the Board of Education.

   B. A child rearing leave shall not count toward the fulfilling of probationary requirements; however, such leave shall not result in the loss of any "probationary
time" earned prior to the start of such leave.

C. Any employee returning from child rearing leave will be placed on a salary schedule according to the employee's credited years of service. If the leave was begun between February 1 and August 21, the employee will be placed in one level higher than that in effect at the beginning of the leave.

D. An employee requesting child rearing leave shall be required to: (1) notify the immediate supervisor of the request at least five months prior to the anticipated commencement of the leave unless adoption is involved in which case the employee will give notice of one month if there is no way of meeting the five month requirement; and to notify the Superintendent of the employee's date of intention to return to work. Failure to so notify the Superintendent, or acceptance of a position for another employer by the employee will automatically terminate such leave and shall constitute resignation.

5. LEAVES WITHOUT PAY

A person applying for such a leave shall be notified of the decision of the Board of Education in writing. Upon completion of the leave, the recipient will return to employment with the District.

6. APPLICATION FOR LEAVE

All requests for leaves or extensions or renewals of leaves will be applied for and responded to in writing.

7. NOTIFICATION OF RETURN TO SERVICE

An employee on leave of absence shall notify the Superintendent as to his/her intention to return to service at least five (5) months prior to the expiration days of such leave or at the time of leave, whichever is less.

ARTICLE X - PHYSICAL EXAMINATIONS

Employees are encouraged to have a physical examination at least once every two (2) years and have a copy of these reports filed with the school physician. If the Board of Education requires an employee to have a physical examination, the examination will be by a school appointed physician and the cost borne by the Board of Education. However, if the employee wishes, he/she may consult his/her own physician and meet the expenses of the examination himself/herself.

The Board of Education requires evidence of good health prior to beginning service. A medical form is provided and must be completed by the physician making the examination. This post offer, pre-employment physical examination shall be provided at the employee's own expense.

All employees may be required to have a Mantoux test, Patch test or Chest x-ray (tuberculosis) every two (2) years. A report of same shall be sent to the school physician.
ARTICLE XI - INSURANCE BENEFITS

SECTION 1 - HEALTH INSURANCE

To be eligible for health insurance, an employee must be employed in a position expected to last for six (6) months. To be eligible for Health Related Benefits, an Association member is required to be scheduled to work 22 hours a week (.60 FTE meets this requirement). Effective July 1, 2011, newly hired Association members (i.e., members not on the district payroll in the 2010-11 year) are required to work 30 hours a week (0.8 FTE meets this requirement). Eligible employees of the School District will be granted the same health insurance plan (or equivalent) and contribution levels as the Faculty Association for the duration of this agreement.

SECTION 2 - DENTAL INSURANCE

Eligibility for dental insurance is the same as for health insurance. Eligible employees of the School District will receive the benefits and contribution levels specified in the School District's dental plan, or their equivalent.

SECTION 3 - IRC - 125 PLAN

The School District will make available to its employees an Internal Revenue Code Section 125 Plan for employees health insurance contributions as long as such plan is available in the Internal Revenue Code.

SECTION 4 - WORKERS' COMPENSATION

If an employee is absent and receives an award of Workers' Compensation, the School District will allow the employee to draw on accumulated sick leave, if available, during the employee's absence from work. The School District will restore the employee's accumulated sick leave based on the amount of the compensation award divided by the daily sick leave pay received by the employee during the absence.

ARTICLE XII - SENIORITY

SECTION 1

If any unit position in the School District is abolished or terminated, the services of any employee covered by this agreement having the least seniority within that position will be terminated.

SECTION 2

The School District will maintain the seniority list and will update the seniority list at least annually. The School District will provide a copy of the Seniority list to the Association.
ARTICLE XIII - EMPLOYEE EVALUATION

SECTION 1

Any evaluation sheets completed on employees will be reviewed with the employee, and the employee will be given an opportunity to sign the sheet.

SECTION 2

Evaluations or observations for the purpose of evaluations will be conducted at least once each school year for all employees who have been employed by the School District for at least sixty (60) days.

SECTION 3

Any evaluation sheets completed on employees will be reviewed with the employee. No material will be placed in an employee's personnel file unless the employee has had an opportunity to see and sign it beforehand and add comments. The employee will receive a copy of the evaluation sheets after he/she has signed it or had the opportunity to sign it. If an employee refuses to sign, the School District may have a witness sign to acknowledge that the employee had the opportunity to sign it.

ARTICLE XIV - EMPLOYEE GRIEVANCE PROCEDURE

The parties hereby agree to the following procedures in handling grievances:

1. **First Stage:** When a grievance is made by an employee, the employee should orally and informally confer with his/her immediate supervisor or superior endeavoring to resolve the problem.

2. **Second Stage:** If the grievance is not resolved informally at the first stage, the employee may request in a written statement a review of the determination of the immediate supervisor or superior by the School Superintendent, or his designee.

3. **Third Stage:** If the aggrieved employee is not satisfied with the decision of the School Superintendent, or his designee, the employee may appeal directly to the Board of Education. Such an appeal shall be made in the form of a written statement directed to the Board of Education with copies to the immediate supervisor or superior involved and to the School Superintendent. Such appeal shall be made within five (5) calendar days after the School Superintendent has rendered his/her decision at the second stage. The grievance shall then be presented to the Board of Education by the aggrieved employee at the next regularly scheduled Board meeting, provided the appeal is made at least ten (10) calendar days prior to the next regularly scheduled Board meeting. Any appeal made less than ten (10) calendar days prior to the next regularly scheduled Board meeting may, in the discretion of the Board be considered at the next subsequent Board meeting. The Board of Education will render its final decision within ten (10) calendar days after said meeting.
4. **Fourth Stage:** If the aggrieved employee and the Association are not satisfied with the decision of the Board of Education, the aggrieved employee and the Association may, within ten (10) calendar days from the date of the receipt of the decision request that the grievance be submitted to Arbitration. The request shall be made to the President of the Board of Education. The Association shall then notify the American Arbitration Association and the parties will be bound by the rules and procedures of the American Arbitration Association.

The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusion regarding the issues. The arbitrator shall have no power to add to, subtract from, modify or expand the provisions of this Agreement, and shall consider the precise issue presented to him. The arbitrator's decision shall be final and binding on the parties.

5. **General Provisions:** The following shall apply to this entire grievance procedure:

   a. A grievance is defined as a claimed violation of this agreement with respect to its application or interpretation.

   b. Throughout all stages of the grievance procedure, the aggrieved employee may have a representative who may be either an attorney or any other person selected by the employee.

   c. All hearings shall be confidential.

   d. The written grievance referred to in the Second and Third Stages of the grievance procedure shall be presented in document form stating the name and position of the aggrieved employee, the identity of the provisions of this agreement involved in said grievance, the time when and the place where the alleged events or conditions constituting the alleged breach of this agreement existed, the identity of the party responsible for causing said events or conditions, a statement of the specific nature of the grievance, including the historical background of the grievance, evidence supporting the grievance, action taken thus far to resolve the grievance, and reasons for dissatisfaction with action taken thus far to resolve the grievance, and the remedy sought by the aggrieved employee. The parties agree to use the grievance form attached as Appendix B.

   e. No written grievance shall be entertained, and such grievance shall be deemed waived, unless the written grievance was forwarded to the School Superintendent at Stage Two within ten (10) calendar days after the aggrieved employee knew, or should have known, of the act or condition upon which the grievance is based. However, a grievance that occurs during the last two weeks of the school year may be forwarded to the School Superintendent, in writing, within the first two weeks of the succeeding year.

   f. Failure to comply with the time limits set forth in this grievance procedure is intended to be, and shall be, considered a bar to the continued processing of any grievance or legal action, and shall be deemed abandoned, unless mutually agreed upon in writing by both parties.
g. Any decision of the Board of Education may be appealed to the Commission of Education under the Education Law, if such remedy is available thereunder.

h. The preparation and processing of grievances and the administration of this grievance procedure, shall not be conducted during hours of employment, with the exception of the First Stage therein.

i. The cost of the arbitrator's fees will be shared equally between the parties.

**ARTICLE XV - LUNCHTIME**

Each employee will be given a thirty (30) minute duty free lunch period if the employee is scheduled to work at least six (6) hours including the period of 11 AM to 2 PM.

**ARTICLE XVI - UNEMPLOYMENT INSURANCE**

Bargaining unit employees who do not work for the School District during vacation periods or holiday recesses will be returned to their unemployment immediately following unemployment such vacation period or holiday recess unless notified to the contrary by the School District. This provision is only intended to satisfy the requirements of Section 590.11 of the New York State Labor Law.

**ARTICLE XVII - EMPLOYEE RIGHTS**

The School District will make an investigation before the discharge of any employee who has been in the bargaining unit position for over one year.

**ARTICLE XVIII - SUBCONTRACTING**

The School District reserves its right to contract any bargaining unit work functions to individuals outside of the bargaining unit.

**ARTICLE XIX - DURATION**

The provisions of this Agreement, shall not be given any retroactive effect and shall be effective as of the date of its execution through June 30, 2022.

**ARTICLE XX - MANAGEMENT RIGHTS**

The District retains all rights not affected by any provisions of this agreement as long as the School District does not violate the rights of the Association or its members as guaranteed by statutory provisions of the State and such other rules and regulations are promulgated by the Commissioner of Education, the Legislature and the courts. Any such violation shall not serve to waive any legal rights of the School District nor any of the District's responsibilities and obligations under law and this agreement.
IN WITNESS WHEREOF, the parties have signed this Agreement as of the 1st day of July, 2018.

BOARD OF EDUCATION OF THE
QUEENSBURY UNION FREE SCHOOL DISTRICT

BY: 

OT/PT ASSOCIATION

BY: 

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APPENDIX A

SALARY SCHEDULE - ASSISTANT THERAPISTS

Intentionally left blank.
APPENDIX B

QUEENSURY UNION FREE SCHOOL DISTRICT

GRIEVANCE FORM

Grievant’s Name: ________________________________

Building: ________________________ Job Title: ________________________

Date Written Grievance Presented: ________________________________

Contract Provision(s) Alleged To Be Violated: ________________________________

Names of Persons Involved: ________________________________

Time and Place of Alleged Violation: ________________________________

Statement of Grievance Issue: __________________________________________

____________________________________________________________________

Settlement Desired: ________________________________________________

____________________________________________________________________

Dated ________________ Signed ________________________________

Grievant

Administrator's Reply: ________________________________________________

____________________________________________________________________

____________________________________________________________________

Dated ________________ Signed ________________________________

12/2013