

ULSTER COUNTY BOCES
TERMS AND CONDITIONS OF EMPLOYMENT

Service Administrative Personnel

Effective November 1, 2021

These terms and conditions cover employees who are classified by the Ulster County Civil Service Commission and include:

- Community Relations Supervisor
- Director, Food Service
- Environmental Compliance Coordinator
- Operations & Maintenance Administrative Coordinator
- Supervisor of Buildings & Grounds

ARTICLE 1 - LEAVE BENEFITS

1. VACATION DAYS

Employees are entitled to thirteen (13) vacation days in the first year of employment and an additional day vacation for each year thereafter to a maximum of 23 days. Such days are credited on July 1 of each year but are earned monthly ranging from 1.084 days per month to a maximum of 1.917 days per month.

Employees must make every attempt to utilize all vacation time during the year in which it was awarded. Request for carry-over of unused vacation time should only occur because agency business prevented the employee from utilizing all of his/her awarded vacation time, and should be explained/documentated to the District Superintendent in writing.

Employees who separate from Ulster BOCES shall be entitled to payment for earned, but unused vacation leave at their per diem rate. Payment will be made within 30 days of separation from service. Should it be determined that an employee has used more vacation time than earned, then the overuse value will be deducted from the employee's final paycheck.

2. SICK LEAVE

Effective July 1, 2015, sixteen (16) days per year may be used for personal illness or illness in the immediate family which is defined as: father, mother, brother, sister, spouse, children, grandchildren, grandparents, legal guardians, mother-in-law, father-in-law, stepparents, stepchildren, stepbrother, stepsister or a person of significant relationship residing in the household which shall be credited on July 1 of each year but such days are earned at a rate of 1.3 days per month.

Unused sick leave days may be accumulated to 246 days.

Nothing in the preceding section shall prohibit any individual unit member from requesting in writing to donate up to five (5) days of their accumulated sick leave accruals to a specific BOCES employee who has exhausted their sick leave time and who is experiencing a catastrophic illness, subject to the approval of the District Superintendent.

3. UNUSED SICK LEAVE UPON RETIREMENT

Employees who retire from Ulster BOCES for the purpose of receiving benefits from the New York State Employees' Retirement System and have worked as a service administrator for seven (7) continuous years shall be entitled to buy out sick leave days under the following provisions:

Effective July 1, 2014, the Board will pay \$40.00 for each day of accumulated unused sick leave. Effective July 1, 2016, the Board will pay \$50.00 for each day of accumulated unused sick leave. Payment will be made within 30 days of retirement.

Under the sick leave benefit option, Section 41(j) of the New York State Employees' Retirement System, upon retirement from the New York State Employees' Retirement System, all employees who are eligible to accumulate sick leave may elect to obtain additional service credit for their earned sick days. The additional service credit does not help to qualify the employee for the requirements of the plan, avoid a penalty, or make the employee eligible to retire earlier. The maximum additional service credit allowed is 165 days. Employees who receive cash payment based on their accumulated sick leave at retirement are not eligible for the additional service credit for those days.

4. SICK LEAVE BANK

See "Appendix A".

5. BEREAVEMENT LEAVE

Employees shall be entitled to up to five (5) days leave for deaths in the immediate family. As used in this section, *immediate family* shall mean father, mother, brother, sister, husband, wife, son, daughter, legal guardian, mother-in-law, father-in-law, grandchild, grandparents, stepparents, stepchildren, stepbrother, stepsister, or a person of significant relationship residing in the household.

6. PERSONAL LEAVE DAYS

Three (3) days per year may be taken without reason for personal of business matters that cannot be taken care of outside regular working hours.

All personal days may be request at least three (3) business days in advance of each anticipated absence. Personal leave shall not be available for days immediately preceding or following a vacation, holiday, or another personal day, except with approval by the District Superintendent. Any unused personal days will be converted to unused sick days at the end of each school year.

7. LEAVE FOR "OTHER ABSENCES"

Leave for other absences may be granted with or without pay upon the recommendation of the Assistant Superintendent for Administration or Deputy Superintendent, and must be approved by the District Superintendent. Appropriate forms stating the reason for the leave must be filed with the Program Director and Assistant Superintendent for Administration.

8. **JURY DUTY**

Employees who are called for jury duty will be paid their full salary for the period of time served.

9. **HOLIDAYS**

15 paid holidays annually.

ARTICLE 2 - INSURANCE & RETIREMENT BENEFITS

1. **NEW YORK STATE EMPLOYEES RETIREMENT SYSTEM**

Employees in a full time permanent appointment, on a 12 month basis, with a work week of not less than 30 hours and in which the appointment is not to be a temporary position or limited to a temporary position of less than one year, *must* be enrolled as a member of the New York State Employees Retirement System.

2. **HEALTH INSURANCE**

A. The Board shall pay for the cost of individual or family coverage in one of the following plans: Empire Alternative PPO, Empire EPO20, MVP or equivalent should the District discontinue its participation with these plans. The contribution shall be according to the following schedule:

89% - effective July 1, 2015

85% - effective July 1, 2018

84% - effective July 1, 2019

Each employee shall pay the balance of the premium due.

For employee hired prior to July 1, 2018, in recognition of the employees increased level of contribution to the cost of health insurance premiums, employees will have added the equivalent dollar amount of the increase of their premium contribution to the cost of health insurance, to their base salary for the 2018-2019 and 2019-2020 school years. The adjustment shall be added to the base salary after the calculation of the salary increase in each school year.

B. For Employees hired before July 1, 2012, who retire from Ulster BOCES for the purpose of receiving benefits from the New York State Employees' Retirement System (NYSERS), and who have completed seven (7) years of continuous service as a service administrator at Ulster BOCES, the Board will pay the full cost of health insurance coverage for the employee and his/her eligible dependents. Medicare Part B reimbursement will be paid by the BOCES up to the standard premium coverage rate. Unit members who are not enrolled in a BOCES health insurance plan will be reimbursed for their Medicare Part B cost up to the standard premium coverage rate.

- C. Employees hired on or after July 1, 2012, who retire from Ulster BOCES for the purpose of receiving benefits from the New York State Employees' Retirement System (NYSERS), the Board will pay the cost of health insurance coverage for the employee and his/her eligible dependents according to the following schedule:
1. After completing ten (10) through fourteen (14) years of continuous service at Ulster BOCES as a service administrator, the Board will contribute 75% of the premium costs of the selected Health Insurance plan
 2. After completing fifteen (15) through nineteen (19) years of continuous service at Ulster BOCES as a service administrator, the Board will contribute 85% of the premium costs of the selected Health Insurance plan.
 3. After completing twenty (20) or more years of continuous service at Ulster BOCES as a service administrator, the Board will contribute 89% of the premium costs of the selected Health Insurance plan.
 4. The retiree shall be responsible for the full cost of the Medicare Part B premium.
- D. When an active employee predeceases a spouse, the spouse is eligible to continue the health insurance plan in which the active employee enrolled until such time as they remarry and/or become eligible for other coverage. The surviving spouse is responsible for 102% of the cost of the health insurance premium.
- E. When an Ulster BOCES employee has been promoted to the Service Administrative personnel classification and retires prior to meeting the required years of service as a Service Administrator, the employee will be eligible to receive health insurance benefits upon retirement under the prior terms and conditions of employment if the prior service has been rendered to Ulster BOCES. If such an employee has rendered 17 or more years of service to Ulster BOCES as a Service Employee they shall receive credit as a Service Administrator for 30% of those years, to a maximum of 5 years credit, only after having served for two full years as a Service Administrator. This applies only to service rendered under the Service Employees Terms and Conditions of Employment.

3. HEALTH INSURANCE BUY OUT

Any employee who voluntarily elects to not participate in or withdraws from a District health plan or anyone who voluntarily changes from a family to a single coverage while eligible for family coverage shall receive annually the sum equal to 50% of the net savings realized by the District as a result of this change in coverage. The sum shall not exceed \$2,400 each year. This buy out shall be payable to the employee in his/her final paycheck of the fiscal year. In the event that a "change in life circumstance" occurs and such employee finds it necessary to re-subscribe to the original coverage, this will be permitted.

4. DENTAL/VISION INSURANCE

The Board shall pay the full cost of dental/vision insurance for the employee and his/her eligible dependents. The Board shall make no payments upon retirement.

5. WORKERS' COMPENSATION

If an employee is injured on the job, and sick time is available his/her absence will be charged to his/her sick leave accrual and he/she will be paid his/her full salary. When his/her sick leave accrual has been depleted, and if the employee is a member of the Ulster BOCES Employee's Sick Bank, additional days may be granted at the discretion of the Sick Bank Committee. Any reimbursement of sick time paid to Ulster BOCES from the Workers' Compensation Board shall be converted to days and returned to the employee or the Sick Bank.

6. DISABILITY INSURANCE

The District has established a group short-term Disability Insurance program which employees can voluntarily join at his/her own expense.

ARTICLE 3 – OTHER BENEFITS

1. MILEAGE REIMBURSEMENT

Employees who use their personal vehicle for approved business travel will be reimbursed in accordance with the Internal Revenue Service.

2. ULSTER BOCES ADULT EDUCATION CONTINUING EDUCATION CLASSES

On a space available basis, Ulster BOCES employees may enroll on a tuition free or reduced fee basis in Adult Education Continuing Education classes.

3. TUITION REIMBURSEMENT IN CERTAIN COURSES

The District will reimburse up to \$200.00 per employee per year toward the cost of coursework that meets the following criteria:

1. The coursework is functionally related to the field in which the employee works.
2. The coursework is scheduled outside of working hours.
3. The employee must receive prior approval from the District Superintendent or his/her designee.
4. The employee must submit evidence of successful completion of course prior to reimbursement. (See "Appendix E 1 and Appendix E 2")

4. PERSONAL CELL PHONE USAGE REIMBURSEMENT

Effective July 1, 2012, the Board will discontinue the practice providing agency owned cell phones to staff members and instead will reimburse service administrators for whom it is determined that a cell phone is necessary to conduct agency business, a portion of the monthly cost of the using their personal cell phone for agency business. Upon submission of a bill noting a monthly charge for a personal cell phone reimbursement up to \$35.00 per month will be permitted unless an exception is approved by the District Superintendent based on the needs of the Agency.

ARTICLE 4 – SALARY & PAYROLL INFORMATION

1. Service Administrators are evaluated once each year by their supervisor or program director. The evaluation of the employee's performance will be used in determining their annual salary increase, which is based on a Board approved percentage rate.
2. Employees will be paid on a semi monthly schedule. All payroll checks shall be electronically deposited by the Ulster BOCES Treasurer into the accounts (maximum two) designated by the employee. The obligation to make direct deposits shall be subject to the requirements of Section 192 of NYS Labor Law and/or other regulations as promulgated by the NYS Division of Labor or the Office of the State Comptroller or by laws enacted by the legislature. All employees shall have access to the WinCapWeb system for receiving the record of their payroll information traditionally printed on their paystub.
3. **Tax Shelter Annuity and Credit Union deductions** may be withheld by completing the appropriate forms. These forms are located on the Ulster BOCES website under Human Resources
4. **Longevity** - Upon the completion of seven (7) continuous years of service as a service administrator, a longevity payment of \$450.00 shall be paid effective July 1 in addition to the regular salary increase.

Upon the completion of twelve (12) continuous years of service as a service administrator, an additional longevity payment of \$450.00 shall be paid effective July 1 in addition to the regular salary increase.

Upon the completion of seventeen (17) continuous years of service as a service administrator, an additional longevity payment of \$600.00 shall be paid effective July 1 in addition to the regular salary increase.

Upon the completion of twenty-two (22) years of continuous service as a service administrator an additional longevity payment of \$600.00 shall be paid effective July 1 in addition to the regular salary increase.

Upon the completion of twenty-seven (27) years of continuous service as a service administrator, an additional longevity payment of \$600.00 shall be paid effective July 1 in addition to the regular salary increase.

Any employee who transfers from any other position (unit) within Ulster BOCES, upon the initial transfer shall be credited with 70% of their prior continuous years of service for the purpose of calculating longevity, and upon the attainment of permanent Civil Service status or three continuous years, in the "new" position, whichever comes first, 100% of prior continuous service to Ulster BOCES shall be credited for the purpose of calculating longevity.

ARTICLE 5 EMPLOYEE ASSISTANCE PROGRAM

The District shall have the right to establish an employee assistance program. Utilization of the Employee Assistance Program may be voluntary, and is confidential and HIPAA compliant.

ARTICLE 6 IRS 125 - FLEXIBLE SPENDING ACCOUNT

Any employee covered under this policy shall be entitled to the benefits of any flexible plan offered by the district. There will be a \$2,550 cap on employee medical contributions and a \$5,000 (married filing jointly) or \$2,500 (single or married filing separately) cap on dependent care contributions unless these caps are reduced by state or federal regulations in which case the revised cap called for by such regulation will be in effect. This plan may be terminated by the District if any net cost is incurred by the District.

ARTICLE 7 GRIEVANCE PROCEDURE

It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.

DEFINITIONS:

1. **EMPLOYEE** shall mean any service administrator of Ulster BOCES.
2. **IMMEDIATE SUPERVISOR** shall mean the person to whom the employee is directly responsible.
3. **GRIEVANCE** shall mean any claimed violation, misinterpretation or inequitable application of any existing laws, rules, regulations, or policies which relate to or involve the employee in the exercise of the duties assigned. It does not apply to questions involving the employee's rate of compensation. Questions about retirement benefits, questions relating to disciplinary proceeding or to any matter which is otherwise reviewable pursuant to law or any rule or regulations have the force and effect of law.

FIRST STAGE

Within 30 days of the employee's awareness of the allegedly grievable situation, the employee shall orally present the grievance to the immediate supervisor who shall orally and informally discuss the grievance with the aggrieved employee. The immediate supervisor shall render a determination within five school days after the grievance has been presented.

SECOND STAGE

If the grievance is not resolved by the immediate superior on the basis of the first stage, then the employee should request, in a written statement, a review of the determination of the *immediate supervisor* by the District Superintendent. The District Superintendent shall render a decision within five school days after the grievance has been presented.

REVIEW STAGE

If the grievance is still unresolved the aggrieved employee may request, in a written statement, a review of the determination of the District Superintendent by the Board of Cooperative Educational Services. The Board shall notify all parties concerned of the time and place when a hearing will be held. Such hearing shall be held within ten school days of receipt of the request. Each party concerned shall have the right to present further statements at such hearing. The Board of Cooperative Educational Services shall render its report to all parties concerned in written form within five school days after conclusion of the hearing. Throughout all stages, the employee shall have the right to be represented by a person or persons of the employee's choice. All hearings shall be confidential.

ARTICLE 8 ULSTER BOCES - AN EQUAL OPPORTUNITY AGENCY

The Board of Cooperative Educational Services, Sole Supervisory District of Ulster County (the "District"), complies with all applicable federal and state laws regarding nondiscrimination. The District operates all educational programs and activities in compliance with federal laws which prohibit discrimination based on age, color, religion, gender, sexual orientation, gender identity or expression, genetic information, disability, marital status, veteran status, national origin or race. Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, et seq.), among other bases, prohibits public school districts from discrimination against students on the basis of sex. The prohibition against sex discrimination covers sexual harassment, including sexual violence. All inquiries or complaints concerning any form of discrimination may be referred to the District's Compliance Officer, Dr. Jonah Schenker, 175 Route 32 North, New Paltz, New York, 12561 ~ jschenker@ulsterbooces.org ~ (845) 255-3020 or to the Office of Civil Rights of the United States Department of Education.

Note: Benefits are prorated for employees working less than a full year.