

# Ulster BOCES

## Terms and Conditions of Employment

### Service Personnel

*Effective: November 1, 2021*

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

Adult Literacy Coordinator  
Administrative Secretary  
Adult Career Counselor  
Adult Education Health Care Program Coordinator  
Assistant Coordinator Graphics & Reproduction  
Behavior Analyst  
Behavior Specialist  
Cook  
Coordinator, Customer Support  
Coordinator, Student Support Service Program  
Counselor, Adult Career  
Courier/Custodial Worker (PT)  
Data Management Specialist II  
Electronic Communications Coordinator  
Electronic Communications Technician  
Employee Benefits Specialist  
Financial/Human Resources Software Specialist  
Grant Coordinator  
Job Development, Projects with Industry  
Network/Computer Security Specialist  
Network Specialist I  
Network Specialist II  
Network Support Coordinator  
Network Support Specialist I  
Network Support Specialist II  
Network System Specialist I  
Network System Specialist II  
Parent Peer Trainer  
Payroll/Personnel Specialist  
Personnel Assistant  
Personnel Specialist  
Principal Account Clerk  
Principal Account Clerk/Typist  
Purchasing Assistant  
Records Management Technician  
School Bus Dispatcher  
School Program Secretary  
Secretary to the District Superintendent  
Special Project Coordinator  
System Engineer  
Technology & Data Analysis Resource Specialist  
Video Production Specialist  
Youth Development Coordinator

Employees who work 12 months, 5 days per week, 7½ hours per day, are “full time salaried employees” (1,950 or more hours per year). Twelve (12) month employees who work less than 1,950 hours per year are defined as “part time salaried employees”.

Employees who work 10 months, 5 days per week, 7½ hours per day are “full time salaried 10-month employees (September 1 – June 30).

**ARTICLE 1 ~ WORK SCHEDULE**

1. The regular work hours will be from 8:00 a.m. to 4:00 p.m. with thirty minutes for lunch. Exceptions to this work schedule may be made by the Program Director and/or District Superintendent.
2. "Service Instructional Support" work hours will be determined by the Program Director and will be related to the work schedule at each instructional site.
3. The calendar of work days will be set by the District Superintendent at the start of the school year.
4. In cases of absence from work due to illness or other emergencies, employees should call their program office within the first half hour of their scheduled starting time and indicate the reason for the absence.
5. The administrative secretary for each division will record absences on a daily basis so that attendance records can be kept current.
6. Employees who work in component schools are under the direct supervision of the Superintendent of Schools of those districts. Employees should be familiar with the rules and regulations of those districts.

**ARTICLE 2 ~ CLASSIFICATION BENEFIT CHART**

Classification	Holidays	Sick Leave	Personal Leave	Vacation	Vacation Day Notes
<b>Service Coordinator</b>					
Full Time - 12 months	15	14	3	13*	13 days for the first year of employment and one (1) additional day each year to a maximum of 23 days.
<b>Service Professional</b>					
Full Time - 12 months	15	13	3	13*	13 days for the first year of employment and one (1) additional day each year to a maximum of 23 days.
Full Time - 10 months	14	10	3	0	
<b>Service Support Personnel</b>					
Full Time - 12 months	15	13	3	10*	10 days for the first year of employment and one (1) additional day each year to a maximum 23 days.
Full Time - 10 months	14	10	3	0	
<b>Clinical Staff</b>					
Full Time - 12 months	15	13	3	20	

Classification	Holidays	Sick Leave	Personal Leave	Vacation	Vacation Day Notes
<b>Part Time Personnel</b>					
Part-time employees will receive prorated benefits equal to their FTE for the above categories.					After the 6 <sup>th</sup> year of employment, part-time employees will receive one (1) additional prorated vacation day equal to their FTE.*

\* Benefits are prorated for employees working less than one year.

**ARTICLE 3 ~ LEAVE BENEFITS**

**1. VACATION DAYS**

Vacation days should be taken during the summer or slack periods of work unless special permission is granted by the Program Director with the approval of the District Superintendent.

- Service Coordinator and Service Professional employees hired after January 1, 1987, will earn vacation on a “current” basis and must take these vacation days during the school year in which they are earned.
- Service Personnel hired prior to August 9, 2013 will accrue vacation time on an “accrued” or “earned” basis and may take vacation as it is earned.
- Service Personnel hired on or after August 9, 2013 will accrue vacation time on a “current” basis and must take these vacation days during the school year in which they are earned. 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.

Part-time employees will receive prorated benefits equal to their FTE. Vacation schedules shall have prior approval of the Program Director.

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**

Sick leave days 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.

Unused sick leave days may be accumulated to a maximum of 200 days. Part-time employees will receive prorated benefits equal to their FTE.

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 ten (10) continuous years as a Service Employee of Ulster BOCES, the Board will pay \$50.00 for each day of accumulated unused sick leave.

Payment will be made within 30 days of retirement.

**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**

All personal leave days may be requested without reason 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 Leave will be added to Sick Leave accruals at the end of each school year. Part-time employees will receive prorated benefits equal to their FTE.

**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 the 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.

**ARTICLE 4 ~ 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 the appointment is not 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.

Employees in temporary or part time positions may apply for membership but they are not required to do so. (“Temporary” includes anyone who is not on permanent civil service status.)

**2. HEALTH INSURANCE**

Employees who work at least .50 FTE (Full Time Equivalent), except hourly employees and employees employed to work for less than 3 months, are eligible for health insurance coverage.

The Board shall contribute toward the cost of health insurance to cover the employee and his/her eligible dependents in one of the following plans while the employee is in active service: Empire Alternative PPO, Empire EPO 20, MVP or equivalent should the district discontinue its participation in these plans. The Board contribution shall be according to the following schedule:

- 89% - effective July 1, 2015
- 85% - effective July 1, 2018
- 84% - effective July 1, 2019

The 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.

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.

**3. HEALTH INSURANCE UPON RETIREMENT**

Employees hired prior to July 1, 2013, who retire from Ulster BOCES for the purpose of receiving benefits from the New York State Employees’ Retirement System (NYSERS) are entitled to health insurance coverage in retirement. The Board will contribute toward the cost of health insurance for the employee and his/her eligible dependents according to the following schedule:

After Completing the Following Years of Service at Ulster BOCES	Board Contribution Toward Medical Insurance Premium
10 - 14	65%
15-19	70%
20-24	75%
25-29	80%
30 and beyond	85%

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.

Employees hired on or after July 1, 2013, who retire from Ulster BOCES for the purpose of receiving benefits from the New York State Employees' Retirement System (NYSERS) are entitled to health insurance coverage in retirement. The Board will contribute to the cost of health insurance coverage for the employee and his/her eligible dependents according to the following schedule:

After Completing the Following Years of Service at Ulster BOCES	Board Contribution Toward Medical Insurance Premium
10 - 19	50%
20 - 24	60%
25 and beyond	70%

The Board will make no payment toward the cost of Medicare Part B premiums.

**4. 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.

**5. DENTAL INSURANCE**

Employees who work at least .50 FTE (Full Time Equivalent), except hourly employees and employees employed to work for less than 3 months, are eligible for dental insurance coverage. The Board will pay up to a maximum of \$1,030.00 annually for dental insurance. In the event that the dental insurance premium increases, the Board will increase the premium up to \$25.00 to protect the maintenance of the existing coverage. The Board shall make no payment upon retirement.

**6. 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.

**7. DISABILITY INSURANCE**

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

## **ARTICLE 5 ~ 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 Regulations.

### **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**

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

- A. The coursework is functionally related to the field in which the employee works.
- B. The coursework is scheduled outside of working hours.
- C. The employee must receive *prior* approval from the District Superintendent or his/her designee.
- D. The employee must submit evidence of successful completion of course prior to reimbursement.

### **4. PERSONAL CELL PHONE USAGE REIMBURSEMENT**

Effective July 1, 2012, the Board will discontinue the practice of providing agency owned cell phones for use by staff members and instead will reimburse service personnel 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 \$25.00 per month will be permitted unless an exception is approved by the District Superintendent based on the needs of the Agency.

## **ARTICLE 6 ~ SALARY AND PAYROLL INFORMATION**

1. Employees 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 shall be paid annually to all employees based on the completion of years of service with Ulster BOCES and shall be paid effective July 1, in addition to the regular salary increase according to the following schedule:

Years of Service Completed	
7-11 years	\$375
12-16 years	\$375 (additional)
17-21 years	\$475 (additional)
22-26 years	\$525 (additional)
27 years and beyond	\$525 (additional)

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 7 ~ 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 8 ~ 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 parent 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 9 ~ 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 member of the Service Personnel Terms & Conditions of Employment 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 10 ~ 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 ~ [jschenke@ulsterboces.org](mailto:jschenke@ulsterboces.org) ~ (845) 255-3020 or to the Office of Civil Rights of the United States Department of Education.