



Terms and Conditions of Employment

Service Personnel

Effective: September 1, 2023

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

Adult Literacy Coordinator	Network Support Specialist I
Administrative Secretary	Network Support Specialist II
Adult Career Counselor	Network System Specialist II
Adult Education Health Care Program Coordinator	Network System Specialist III
Assistant Coordinator Graphics & Reproduction	Parent Peer Trainer
Behavior Analyst	Payroll/Personnel Specialist
Behavior Specialist	Personnel Assistant
Cook	Personnel Specialist
Cook Manager	Principal Account Clerk
Coordinator, Student Support Service Program	Principal Account Clerk/Typist
Counselor, Adult Career	Purchasing Assistant
Courier/Custodial Worker (PT)	Records Management Technician
Data Management Specialist II	School Bus Dispatcher
Digital Communications Specialist	School District Accountant
Electronic Communications Coordinator	School District Purchasing Agent
Electronic Communications Technician	School Program Secretary
Employee Benefits Specialist	Secretary, Central Administration
Financial/Human Resources Software Specialist	Secretary to the Assistant Superintendent for Administration
Grant Coordinator	Secretary to the District Superintendent
Human Resource Specialist	Senior Clerk
Job Development, Projects with Industry	Senior Marketing Specialist
Network/Computer Security Specialist	Special Project Coordinator
Network Specialist I	System Engineer
Network Specialist II	Technology & Data Analysis Resource Specialist
Network Support Coordinator	Testing Services Specialist III
	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 enter their absences in MyWinCap and 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.

[See next page.]

ARTICLE 2 ~ CLASSIFICATION BENEFIT CHART

Classification	Holidays	Sick Leave	Personal Leave	Vacation	Vacation Day Notes
Service Coordinator					
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.
Service Professional					
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	
Service Support Personnel					
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	
Clinical Staff					
Full Time - 12 months	15	13	3	20	

Part Time Personnel

Part-time employees will receive prorated benefits equal to their FTE for the above categories.

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

ARTICLE 3 ~ LEAVE BENEFITS

Leave Time

Effective September 1, 2023, employees will be charged in quarter (.25 FTE) day increments (two hours) based on an eight (8) hour workday, inclusive of lunch, for the use of Personal Time, Sick Time, and Vacation Time.

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 must 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/documented 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

a. 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.

b. Unused sick leave days may be accumulated to a maximum of 246 days. Part-time employees will receive prorated benefits equal to their FTE.

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. CATASTROPHIC ILLNESS LEAVE BANK

- a. See "Appendix A".
- b. 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.

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 business matters that cannot be taken care of outside regular working hours. Personal leave shall not be available for days immediately preceding or following a vacation, holiday or another personal day, except with approval by the employee's direct supervisor. Any unused Personal Leave days 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 does not have 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.

- A. The Board shall contribute towards the cost of health insurance for the employee and their eligible dependents in one of the following plans: DEHIC Alternative PPO, DEHIC EPO20, MVP or equivalent should the district discontinue its participation with these plans. The district contribution shall be according to the following schedule:

85% - effective July 1, 2023 (EPO 20)
84% - effective July 1, 2023 (ALT. PPO/MVP)
83% - effective July 1, 2024 (ALT. PPO/MVP)
82% - effective July 1, 2026 (ALT. PPO/MVP)

The employee shall pay the balance of the premium due.

- B. For employees hired prior to July 1, 2023, 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 2024-2025 and 2025-2026 school years. The adjustment shall be added to the base salary after the calculation of the salary increase in each school year.

- C. All employees hired after September 1, 2023, the Board shall contribute towards the cost of health insurance for the employee and their eligible dependents in the DEHIC EPO 20 plan according to the following schedule:

85% - Effective July 1, 2023

The employee shall pay the balance of the premium due.

- D. All employees hired after September 1, 2023, shall have the option of participating in any of the other Health Insurance plans offered by Ulster BOCES by paying the dollar cost difference between their required contribution to participate in the DEHIC EPO20 and the total premium of the other health insurance plan. The Boards contribution will remain at the dollar amount required for the DEHIC EPO20 plan.

- E. 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

- A. 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) and who have completed 10 years of continuous service at Ulster BOCES, 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.

Employees 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.

- B. 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) and who have completed 10 years of continuous service at Ulster BOCES, 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.

- C. Opting Out Option - When a retiree reaches the age of 65 and Medicare becomes the primary insurance provider, the retiree has the option of opting out of the BOCES sponsored health insurance plan to a private insurance plan and the BOCES will reimburse the retiree, upon the submission of proof of enrollment and payment, up to \$5,000 per year to cover the cost of up to 100% of their secondary insurance plan. In the event the retiree's private insurance is cancelled or cannot be obtained, the retiree will have the right to return to the EPO20 plan and will contribute towards the health insurance premium at the rate appropriate for their status based on their original date of employment.

4. HEALTH INSURANCE BUY OUT

1. 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 \$2,500 each year.

2. Each year, if 15% or more of the health insurance eligible employees elect the buy out, said maximum sum shall be increased to \$3,500 for that year. Employee participation shall be calculated on February 2 of each school year.
3. 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. Effective July 1, 2023, The Board will pay up to a maximum of \$1,100.00 annually for dental insurance. Effective July 1, 2024, the Board will pay up to the maximum of \$1,150.00 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 Catastrophic Leave Bank, additional days may be granted at the discretion of the Catastrophic Leave 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 Catastrophic Leave 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 BOCES will reimburse up to the cost of three (3) credits at the prevailing SUNY rate 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 BOCES District Superintendent or his/her designee.

- D. The employee must submit evidence of successful completion of course prior to reimbursement.
- E. It is understood that any employee who receives a tuition reimbursement payment for such coursework shall remain in the employ of the district for at least two years from the ending date of the course for which payment was received. Any employee who leaves the employ of the district of his or her own free will prior to the two-year requirement shall reimburse the district any and all monies received under this program for courses completed within the two-year window.

4. PERSONAL CELL PHONE USAGE REIMBURSEMENT

Service personnel for whom it is determined that a cell phone is necessary to conduct agency business, shall be reimbursed for a portion of the monthly cost of 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 shall be evaluated at least once each year by their supervisor or program director.
- 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. Time Clocks - All employees reporting to an Ulster BOCES building will sign-in and sign-out upon entering and exiting the building utilizing an electronic time clock system. All employees working from an alternate location will sign-in and sign-out utilizing an electronic time clock system. If an employee misplaces or forgets their BOCES issued ID badge/card on a given day, or the BOCES issued ID badge/card or machine malfunctions, a manual method will be available to record a signature and time. Only the unit member's name and time will be recorded.
- 4. 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.
- 5. 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:

[Chart on next page.]

Years of Service Completed		July 1, 2023	July 1, 2024
7-11 years	\$375	\$450	\$500
12-16 years	\$375 (additional)	\$450 (additional)	\$550 (additional)
17-21 years	\$475 (additional)	\$550 (additional)	\$600 (additional)
22-26 years	\$525 (additional)	\$600 (additional)	\$650 (additional)
27 years and beyond	\$525 (additional)	\$600 (additional)	\$650 (additional)

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

The BOCES shall maintain the Flexible Benefit Plan and provide for the administration of the plan, in accordance with Section 125 of the Internal Revenue Tax Code. Unit Members will be allowed to contribute up to the IRS or State maximum allowable amount for medical expenses and dependent care.

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, Ms. Amanda Stokes, 175 Route 32 North, New Paltz, New York, 12561 ~ astokes@ulsterboces.org ~ (845) 255-3010 or to the Office of Civil Rights of the United States Department of Education.