



**UBUE**

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**ULSTER COUNTY BOARD OF  
COOPERATIVE EDUCATIONAL SERVICES**

**AND**

**ULSTER BOCES  
UNITED EMPLOYEES**

**JULY 1, 2022 - JUNE 30, 2027**



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**AGREEMENT** made 31<sup>st</sup> day of May 2023, between the District Superintendent of the Ulster Board of Cooperative Educational Services (“BOCES”) and the Ulster BOCES United Employees (“UBUE”) for the period of July 1, 2022 through June 30, 2027.

## **ARTICLE I – RECOGNITION**

- A. The BOCES has recognized the UBUE as the exclusive collective bargaining representatives for all employees of the BOCES in the titles set forth in Appendix A to this agreement.
- B. A person appointed to any title set forth in Appendix A known at the time of appointment to be for a duration of ninety (90) days or more will be included in the bargaining unit and entitled to the compensation and benefits provided by this agreement.
- C. The UBUE affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

## **ARTICLE II – UBUE RIGHTS**

### **A. UBUE Meetings**

- 1. The UBUE shall have the right to conduct meetings on BOCES property.
- 2. The UBUE shall be subject to BOCES policy regarding the use of BOCES property and the BOCES shall have the right to make and enforce rules in regard to the use of BOCES property without consultation with the UBUE.
- 3. The UBUE shall request prior permission for the use of any BOCES building with the appropriate building administrator. Such permission shall not be unreasonably withheld.

**B. UBUE Communication**

1. Bulletin board space for the use of the UBUE shall be provided in each building.
2. The UBUE shall be allowed use of the intra-school mail and electronic mail system for the distribution of their communications to members on a reasonable basis.

**C. UBUE Contract**

1. Each new unit member shall be given a hard copy of the contract at BOCES expense at the time of hire.
2. The BOCES will also provide access to a read-only PDF file of the contract on the BOCES website.

**D. Annual Lists**

On October 1 of each year, the BOCES shall provide the UBUE President with an Electronic File containing the following:

1. A list of names, job titles, and mailing addresses of all members of the bargaining unit.
2. A seniority list within all civil service job titles. After October 1, the UBUE President shall be notified via email of the same information for any newly hired unit member.

**E. Board Minutes**

The BOCES shall provide access to the President of the UBUE of an electronic copy of the official Minutes of each meeting of the Board of Education.

**F. UBUE Business**

The UBUE President or designee shall be entitled to leave with pay ten (10) days each year to be used for UBUE business. If substitutes are normally required for the UBUE President or designee, the BOCES will pay for the first five (5) days used; the UBUE will pay for any days over five (5) that are used. Application for such use shall be

made by the UBUE President to the BOCES District Superintendent or Designee. Upon approval by the District Superintendent or Designee, the representative shall notify the appropriate supervisor.

### **ARTICLE III – PAYROLL**

- A.** Salaries of each unit member shall be paid on a bi-monthly basis throughout the school year according to the announced payroll dates.
- B.** Payroll checks shall be deposited directly to the unit member's personal checking or savings account(s) (maximum two) by the treasurer of the BOCES.
- C.** When payroll days fall within a holiday period, the electronic deposit for that payroll date will be deposited on the last working day preceding the holiday period when feasible.
- D.** BOCES shall deduct dues for UBUE members from each UBUE member's wages or salary and the same shall be remitted to the UBUE treasurer.
- E. Ten-Month Employee Payroll**
  - 1. Every ten-month unit member shall have the option of having his or her bi-monthly payment reduced so as to permit the payment, upon completion of his or her assigned responsibilities, of a lump sum equal to an additional five (four upon transition to bi-monthly payroll) paychecks at the close of the school year.
  - 2. By June 30 of each school year, or at the start of employment, the BOCES shall provide salary option forms for each ten-month unit member to complete for the succeeding year. All unit members, upon the signed submission of the Board's Acceptable Use Policy, shall be provided with secure agency computer access, a username, a password and an agency email account that will allow them to access their payroll records in lieu of paper statements. All unit members, including night

shift unit members, shall be permitted to have access to an agency computer and printer to access their electronic payroll account during breaks or meal periods while at work.

**F. NYSUT Member Benefits Program**

1. The BOCES agrees to the NYSUT Member Benefit Program contributions as payroll deductions.
2. Unit members who wish to participate in the Member Benefit Programs through NYSUT shall set up the deduction directly through NYSUT. NYSUT shall notify the Ulster BOCES Business Office regarding the deductions to be made from employee's paychecks.

**ARTICLE IV – OFFICIAL UNIT MEMBER FILES**

**A.** No non-mandatory material shall be placed in a unit member's personnel file unless he or she has had an opportunity to read the material. The unit member shall acknowledge that he or she has been provided with an opportunity to read such material by affixing his or her signature on the actual copy to be filed, with the understanding that such signature does not necessarily indicate agreement with its contents. The unit member shall have the opportunity to respond to any material inserted in his or her file and such answer shall be attached to the file copy. Unit members shall be notified of any new items added to their employee file. Upon request, unit members shall be provided a free copy of that item. The following is a listing of items permitted to be included in the personnel files without a member's signature:

1. Job Application
2. Resume

3. Resume Cover Letter
4. Phone Screening Notes (not subject to disclosure)
5. Interview and Selection Notes (not subject to disclosure)
6. Education Verification
7. Employment and Personal Reference Checks (not subject to disclosure)
8. Other Background Checks and Verification (not subject to disclosure)
9. Position Job Description
10. Job Analysis Record
11. Job Offer and Employment Contract or Notice of Board Action
12. Emergency Contact Information
13. Checklist of New Employee Orientation Showing Topics Covered.
14. Any contract, written agreement, receipt or acknowledgement between the employer and unit member.
15. Any official forms including request for transfer, promotion, internal job applications, and internal communications from the employee and the response (if any).
16. Any other documentation related to employment.
17. Unit member attendance records

**B.** Any unit member may review his or her official file under the following conditions.

1. The unit member shall submit a signed request two business days before the time in which he or she desires to review his or her files. The unit member shall be given access to his or her file during normal office hours. In the event a unit member is unable, because of his or her duties with the BOCES to review his or her file during normal office hours, upon reasonable advance notice, arrangements

will be made to permit such review at a time convenient to the unit member and the BOCES. A member of the administration shall be present for any review. At the request of the unit member, a representative of the UBUE may be present during the review. The unit member may only review his or her own file and only in the office of the administration. The UBUE or its representatives shall have no right to review unit member files.

2. The administration is under no obligation to reproduce any of the materials contained in any file for the convenience of any unit member. However, this shall not be construed to limit the right of any unit member to make notes, hand copy, or photocopy any materials found in his or her file.

#### **ARTICLE V – DISCIPLINE INTERVIEWS**

Whenever the BOCES seeks to question a member of the bargaining unit because it reasonably appears that such unit member may be the subject of a potential disciplinary action the BOCES shall advise the unit member of their right to have a representative present. The unit member who the BOCES seeks to question shall be entitled to an adjournment of at least one day to obtain such representation.

#### **ARTICLE VI – EVALUATIONS**

- A. All unit members' job performance will be evaluated in writing at least once each school year by their immediate supervisor. During their probationary period unit members shall be evaluated in writing at least two times. Nothing contained in this section prohibits more frequent observations or evaluations.
- B. Forms for the evaluation of unit members may contain categories specific to the job titles being evaluated. All evaluation forms shall contain a section for the evaluated member to respond.



- C. If the unit member requests to meet and review the evaluation with the immediate supervisor prior to signing, such meeting and review shall be held within seven business days. When such a review is requested the second signing and dating of the evaluation as set forth in Article V Section C shall be completed no more than two business days after the review meeting is held.
- D. A copy of the completed and signed evaluation form will be given to the unit member on the date it's returned to the immediate supervisor at the conclusion of the two business day review period. A completed and signed copy will also be placed in the unit member's personnel file.

## **ARTICLE VII – WORK SCHEDULE**

- A. The regular workday will consist of an 8 hour day including a thirty-minute meal period.
- B. During July and August, the workday will be 7.5 hours per day including a thirty /minute meal period, which is Ulster BOCES current practice.
- C. “*Service Instructional Support*” work hours will be determined by the Program Director and will be related to the work schedule at each instructional site.
- D. The calendar of workdays will be set by the BOCES District Superintendent at the start of the school year. An electronic copy shall be provided to each unit member prior to July of each year. A paper copy of the calendar shall be posted at each work site.
- E. In cases of absence from work due to illness or other emergencies, unit members should enter their absence in MyWinCapWeb and call their program office within the first half hour of their scheduled starting time and indicate the reason for the absence.
- F. Employees who work in component schools are under the direct supervision of the Superintendent of Schools of those districts on the days that they are assigned to a

component district, and the District Superintendent of BOCES on the days that they are not so assigned. Unit members who are assigned to a component district shall follow that district's calendar for those days, and the Ulster BOCES calendar on those days when they are not so assigned. and the District Superintendent of BOCES. Unit members should be familiar with the rules and regulations of those districts as well of those of BOCES.

In no case shall an employee so assigned to a component district work more than the total number of days that an employee exclusively assigned to an Ulster BOCES location works.

#### **G. Time Clocks**

All unit members 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 unit members working from an alternate location will sign-in and sign-out utilizing an electronic time clock system. If a unit member 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.

#### **H. Snow Days**

The decision to close or to institute a delayed opening or early closing schedule for the BOCES when inclement weather or other emergencies make conditions hazardous, shall be made by the District Superintendent, who shall consider, among other things, countywide weather and road conditions as reported to him/her, AccuWeather (or similar agency) forecasts and projections for the region, and the

status of the districts served by the BOCES as reported to him/her. Such determination by the District Superintendent shall not be grievable.

1. Notification of a delay or closing shall go out to all unit members as early as possible through a variety of methods including: Automated MHRIC phone bank and a website posting.
2. When the BOCES is closed due to inclement weather, unit members will be paid their regular daily rate without deduction of any contractual leave time. Employees who have taken any leave time that falls on a day that the BOCES is closed shall have their leave time reinstated.
3. When the BOCES is open but inclement weather makes it hazardous for unit members to get to work then the unit member may use personal days or vacation days for their absence should they choose not to report. Unit members who use contractual leave shall only have the amount of time deducted from their accrual time that the BOCES was open. (Example: 2 hour delay = 5.5 hours).
4. Snow days shall be considered "emergency days" for the purposes of calculating overtime pay. Unit members who are required to work during times that BOCES is closed, *such as Maintenance and Custodial staff*, shall be paid according to the Emergency Day rate as described in Article XII Section E. 1. (c).
5. Any unit member called in to work during such periods shall be guaranteed a minimum schedule of at least 4 hours.
6. BOCES shall not require any unit member to drive through any area that is in a "State of Emergency" as designated by the Governor or appropriate County Executive to get to work.

7. Notification of possible “Snow Make-Up Days”, where the BOCES may be forced to re-open on a previously scheduled holiday, shall be sent to unit members in a memo from the BOCES District Superintendent that will be issued as soon as practical.
8. Should no students be in attendance at the student-based programs at Ulster BOCES at Port Ewen, Anna Devine, and Mount Marion campus’ due to weather or other emergency and the instructional staff have been dismissed but the BOCES offices remain open, the workday for unit members shall not exceed 5.5 hours as represented by the following chart:

| <b>Work Condition</b>                                | <b>Length of Work Day at School Offices</b> | <b>Explanatory Notes</b>  |
|--|---|---|
| Normal   | 7.5 hours<br>(excluding 30 minute lunch)    |   |
| School Programs Closed/<br>Offices Open Normal Time  | 5.5 hours<br>(excluding 30 minute lunch)    | Arrive at work at regular starting time; leave 2 hours early.                     |
| School Programs Closed/<br>Offices Open 2 Hour Delay | 5.5 hours<br>(excluding 30 minute lunch)    | Arrive at work 2 hours after regular starting time; leave at regular ending time. |

- A. The above chart shall apply to the day shift personnel. Depending on weather conditions, the hours set forth in said chart may be modified for night shift personnel
- B. Night shift schedules will be determined by the needs of the BOCES as decided by the Director of Facilities, who shall communicate the schedule to the night shift staff. In any case, the night shift personnel will have a 5 ½ hour work day, excluding 30 minute meal break, on any day when the instructional program is closed and the BOCES offices are open.

9. Nothing herein shall be construed to deny the District Superintendent the right to exercise his discretion to close the agency.

**ARTICLE VIII – UNIT MEMBER CLASSIFICATION**

Unit members who are scheduled to work 1,950 or more hours per year (typically 12 months, 5 days per week, 7.5 hours per day) are “full time salaried employees.” Twelve month employees who are scheduled to work less than 1,950 hours per year are “part time salaried employees” in the Classification Benefit Chart below:

| Classification  | Holidays | Sick Leave Days | Personal Leave Days | Vacation Days | Vacation Day Notes   |
|---|----------|-----------------|---------------------|---------------|--|
| 12 month Service Professional   | 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. |
| 12 month Service Support Personnel  | 15       | 13              | 3                   | 10            | 10 days for the first year of employment and one (1) additional day each year to a maximum 23 days.    |
| 10 months   | 14       | 10              | 3                   |               |  |
| <b>Part Time Unit Members</b>   |          |                 |                     |               |  |
| 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.

\*\*Part time employees hired prior to July 1, 1990 will continue to earn benefits in accordance with the previous practice.

## **ARTICLE IX – LEAVE BENEFITS**

### **A. Leave Time**

Effective July 1, 2023, unit members will be charged in quarter (1/4) day increments (two hours) based on an eight (8) hour workday for the use of personal time, sick time, and vacation time.

### **B. Vacation Days**

Vacation will be earned on a current basis and these vacation days will be taken during the school year in which they are earned except as otherwise provided in this agreement. Every attempt should be made to utilize all earned vacation time during the year in which it was earned.

#### 1. Vacation Schedules

- a. BOCES shall provide schedules with blocked out vacation periods no later than June 1 for the following year. The Director is solely responsible for the number of staff permitted to be on vacation during any period. Such determination is not grievable.
- b. Unit members shall make tentative vacation schedules no later than October 1 of each year. Vacation days may be changed at any time by the employee, at the employees option, subject to the approval of the division director, whose approval will not (depending on the number of employees requesting the same period) be unreasonably withheld. Vacation day changes shall not be during a blocked out period.
- c. No Department/Division or sub-division within a department shall block out more than twenty-one (21) consecutive work-days (inclusive of holidays) where vacation cannot be used. Prior notice of vacation block out days shall be

provided to unit members by June 1 of each year for the succeeding school year.

- d. Twelve month part-time unit members will receive prorated benefits equal to their FTE. Vacation schedules shall have prior approval of the Program Director consistent with the terms of this article.
- e. Administrative decisions regarding preliminary vacation day requests will be communicated to each employee within twenty (20) work days of the submission of the request.
- f. Every attempt will be made to work through any conflicting vacation requests between members of the same department and division, within that division. In cases where there is no solution, preference will be given to the employee with the greatest longevity in the agency. Such determination is not subject to the grievance or arbitration segments of this contract.
- g. For special events (defined herein), a unit member may submit a request for vacation up to thirteen (13) months in advance of the proposed first day of the vacation. It is agreed that the unit member will submit any documentation and/or a description of the special event that necessitates the earlier consideration.
  - i. Special events are defined as events which do not occur at the same time annually on any regular or planned schedule.
  - ii. Examples would include weddings, family gatherings, reunions, or timeshare rental.

2. Regular vacation requests for the next school year can begin to be submitted two weeks after the state releases the final testing calendar for the succeeding school year or February 1, whichever is earlier.
3. Vacation Carryover
  - a. If blocked out days need to be changed or increased by BOCES during the year because BOCES needs coverage during such times, those impacted vacation days may be carried over to the next school year subject to the following:
    - i. If such change by BOCES occurs prior to February 1, the maximum vacation carryover shall be three (3) days.
    - ii. If such change by BOCES occurs on or after February 1, the maximum vacation carryover shall be five (5) days.

#### **C. Sick Leave**

1. Sick leave days may be used for personal illness or illness in the immediate family, which is defined as: mother, father, sister, brother, son, daughter, wife, husband, grandparent, grandchild, mother-in-law, father-in-law, or legal guardian. Unused sick leave days may be accumulated to a maximum of 200 days. Part time unit members will receive prorated benefits equal to their FTE.
2. Unit members who have accumulated the maximum 200 sick days shall still continue to receive their annual sick leave entitlement in accordance with Article VIII above.

#### **D. Catastrophic Illness Leave Bank**

See "Appendix C".



#### **E. Bereavement Leave**

Each unit member shall be entitled to up to five (5) days leave for each occurrence 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.

#### **F. Personal Leave Days**

All personal leave days may be requested without reason. Personal leave shall not be available for days immediately preceding or following a vacation, holiday, or another personal day, except with an approved reason by the District Superintendent or Designee. Any unused Personal Leave will be added to Sick Leave accruals at the end of each school year. Part time unit members will receive prorated benefits equal to their FTE.

#### **G. Leave for “Other Absences”**

Leave for “*other absences*” not herein described, may be granted with or without pay upon the recommendation of the District Superintendent and approved by the Board.

#### **H. Jury Duty**

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

### **ARTICLE X – INSURANCE & RETIREMENT BENEFITS**

#### **A. New York State Employees’ Retirement System**

1. All eligible unit members shall be enrolled as a member of the New York State Employees’ Retirement System unless they choose to opt out in writing.

2. All part-time unit members who transition to full-time status shall be made aware of their right to enroll as a member of the New York State Employees' Retirement System.

**B. Health Insurance**

Unit members who work at least .50 FTE (Full Time Equivalent), except employees employed to work for less than 3 months, are eligible for health insurance coverage. The BOCES shall partially pay the cost of the premium for individual or family coverage under one of the BOCES health insurance plans as selected by the unit member as follows:

Table 1: MVP and DEHIC Alt PPO for Unit Members Hired prior to March 1, 2019

|                                    | School Year 2022-2023 | School Year 2023-2024 | School Year 2024-2025 | School Year 2025-2026 | School Year 2026-2027 |
|------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Effective Date                     | July 1, 2022          | July 1, 2023          | July 1, 2024          | July 1, 2025          | July 1, 2026          |
| BOCES Premium Contribution         | 84%                   | 84%                   | 83%                   | 83%                   | 82%                   |
| Unit Member's Premium Contribution | 16%                   | 16%                   | 17%                   | 17%                   | 18%                   |

Table 2: DEHIC EPO20 for All Unit Members Regardless of Date of Hire

|                                    | School Year 2022-2023 | School Year 2023-2024 | School Year 2024-2025 | School Year 2025-2026 | School Year 2026-2027 |
|------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Effective Date                     | July 1, 2022          | July 1, 2023          | July 1, 2024          | July 1, 2025          | July 1, 2026          |
| BOCES Premium Contribution         | 87%                   | 87%                   | 86%                   | 86%                   | 85%                   |
| Unit Member's Premium Contribution | 13%                   | 13%                   | 14%                   | 14%                   | 15%                   |

For the terms of the contract, unit members hired prior to July 1, 2024, in recognition of their increased level of contribution to the cost of health insurance premiums, will receive the equivalent dollar amount of the increase of their premium contribution to the cost of health insurance as a one-time payment for the 2024-2025 and 2026-2027 school years. The adjustment shall be paid in the last payroll of in each school year listed above.

Unit members hired on or after March 1, 2019, shall be limited to only the DEHIC EPO20 health Insurance plan at the contribution rates set forth in Table 2 above. Such unit members shall have the option of participating in any of the other Health Insurance plans offered by the 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 unit member's contributions shall be made with pre-tax salary dollars. The available plans include DEHIC Alt. PPO, DEHIC EPO 20, or MVP.

### **C. Health Insurance upon Retirement**

1. Unit members hired prior to or on September 13, 2013, upon retirement from Ulster BOCES into the New York State Employee's Retirement System, after ten (10) years of continuous service at Ulster BOCES, are entitled to either continue their Ulster BOCES Health Insurance coverage or enroll in an Ulster BOCES Health Insurance plan at any time in retirement, subject to the open enrollment period rules and/or the occurrence of a qualifying event. Ulster BOCES will contribute towards the cost of individual or family coverage according to the table below. 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.”

| After Completing the Following Years of Service at Ulster BOCES | BOCES Contribution Towards Medical Insurance Premium |
|---|--|
| 10  | 70%  |
| 25  | 75%  |
| 31 and beyond   | 80%  |

- Unit members hired after September 13, 2013, and upon retirement from Ulster BOCES into the New York State Employee's Retirement System the BOCES will contribute towards the premium as follows:

| After Completing the Following Years of Service at Ulster BOCES | BOCES Contribution Towards Medical Insurance Premium |
|---|--|
| 10-14   | 50%  |
| 15-19   | 57%  |
| 20-24   | 64%  |
| 25-30   | 75%  |
| 31 and beyond   | 80%  |

- For unit members hired after September 13, 2013, and upon retirement from Ulster BOCES into the New York State Retirement System, the BOCES will make no payment towards the cost of Medicare Part B coverage.
- 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 80% 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.

#### **D. Health Insurance Buy Out**

1. Any unit member who voluntarily elects not to participate in the BOCES health insurance plan, or any unit member who voluntarily changes from family coverage to single coverage, while still eligible for family coverage, shall receive annually the sum equal to 50% of the net savings realized by the BOCES as a result of this change of coverage. Said sum shall not exceed, for the duration of this contract \$2,500 per year.
2. For each year of this contract, if 15% or more of the health insurance eligible unit members elect the buyout, said maximum sum shall be increased to \$3,500 for that year. Unit member participation shall be calculated on February 2 of each school year.
3. The buy out payment will be made in the unit member's final paycheck of the fiscal year.
4. In the event of a "*change in life circumstance*" employees will be permitted to subscribe or re-subscribe to one of the BOCES' health insurance plans.

#### **E. Dental Insurance**

Unit members who work at least .50 FTE (Full Time Equivalent), except at-will employees and employees employed to work for less than 3 months, are eligible for dental insurance coverage. The BOCES will pay up to a maximum of \$1,100.00 annually for dental insurance. Effective July 1, 2024, BOCES will pay up to a

maximum of \$1,150.00 annually for dental insurance. Any employee contribution towards the cost of the dental premium shall be made with pre-tax dollars.

**F. Workers' Compensation**

If a unit member is injured on the job, he/she will be paid his/her full salary and it will be charged to their sick leave accrual. When their sick leave accrual has been depleted, and if the unit member is a member of the UBUE Sick Bank, additional days may be granted at the discretion of the Sick Bank Committee. If a workers' compensation award is made directly to the BOCES for a unit member the BOCES shall retain the award and re-credit the unit member an equivalent amount of sick time (or sick leave bank, if applicable). If the workers' compensation award is made directly to a unit member the award shall be turned over to the BOCES which will re-credit the unit member an equivalent amount of sick time (or sick bank leave, if applicable.)

**G. Disability Insurance**

Unit members may participate in the New York State Disability Insurance plan at the unit member's expense.

**I. Unused Sick Leave Upon Retirement**

Upon retirement in the New York State Employee's Retirement System and after completion of ten (10) years of service as an employee of Ulster BOCES, the Board will pay \$50.00 for each day of accumulated unused sick leave. Payment will be made on the 1<sup>st</sup> day of the next fiscal year or sooner with the approval of the District Superintendent. Proper notification must be given for budget preparation deadlines.

**ARTICLE XI – OTHER BENEFITS**

**A. Mileage Reimbursement**

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

#### **B. BOCES Vehicle Emergency Procedures**

1. All BOCES vehicles must have an emergency procedures form in the vehicle at all times. The emergency procedures will contain a BOCES contact number to call to inform BOCES of an emergency. There should be a contact number to call during business hours, and a number to call during non-business hours.
2. All unit members who use a BOCES vehicle shall be provided a copy of the emergency procedures.
3. All vehicle information binders shall contain a copy of the emergency procedures.

#### **C. Ulster BOCES Adult Education Courses**

Unit members and retirees may enroll in BOCES sponsored continuing education programs tuition free on a space available basis.

#### **D. Tuition Reimbursement**

The BOCES will reimburse up to the cost of three (3) credits at the prevailing SUNY rate per unit member 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 BOCES District Superintendent or his/her designee. (See "Appendix D.1.")
4. The employee must submit evidence of successful completion of course prior to reimbursement. (See Appendix D.2.)

5. 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.

**ARTICLE XII – SALARY**

A. All unit members shall receive a base salary increase according to the following schedule:

|                        |       |
|------------------------|-------|
| School Year 2022-2023: | 4.00% |
| School Year 2023-2024: | 2.50% |
| School Year 2024-2025: | 2.50% |
| School Year 2025-2026: | 2.50% |
| School Year 2026-2027: | 2.50% |

Effective July 1, 2023, the newly created salary schedules will be implemented. Current unit members will be placed on the schedule, as per mutual agreement between BOCES and the UBUE leadership team.

Operations Support (APPENDIX B.1.)

Community Relations (APPENDIX B.2.)

Custodial (APPENDIX B.3)

Mechanics and Leaders (APPENDIX B.4.)

Food Service (APPENDIX B.5.)

MHRIC (APPENDIX B.6.)



Step placement is not to be used as a tool to determine length of service at Ulster BOCES for longevity or other benefits.

- B.** Base salary does not include differentials or longevity.
- C.** Longevity shall be paid annually to all unit members based on years of service with the BOCES according to the following schedule:

(Schedule on Next Page)

| After Completing the Following Years of Service at Ulster BOCES | School Year <u>2022-2023</u> | School Year <u>2023-2024</u> | School Year <u>2024-2025</u> | School Year <u>2025-2026</u> | School Year <u>2026-2027</u> |
|---|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| 7-11  | \$450                        | \$450                        | \$500                        | \$500                        | \$500                        |
| 12-16   | \$450<br>(additional)        | \$450<br>(additional)        | \$550<br>(additional)        | \$550<br>(additional)        | \$550<br>(additional)        |
| 17-21   | \$550<br>(additional)        | \$550<br>(additional)        | \$600<br>(additional)        | \$600<br>(additional)        | \$600<br>(additional)        |
| 22 -26  | \$600<br>(additional)        | \$600<br>(additional)        | \$650<br>(additional)        | \$650<br>(additional)        | \$650<br>(additional)        |
| 27 and beyond   | \$600<br>(additional)        | \$600<br>(additional)        | \$650<br>(additional)        | \$650<br>(additional)        | \$650<br>(additional)        |

Longevity payments shall be paid to each unit member over the two payroll periods each June, and shall be in addition to base salary increases.

- D.** All hours worked by any unit member that exceed 37.5 hours in a week and are equal or less than 40 hours in the same week shall be paid at the unit member’s regular hourly rate. Hourly rate shall be calculated as follows: Hourly Rate = ((Base salary / Days in a Work Year) / 7.5). Annually, the appropriate number of days to be used for this calculation will be provided no later than the first day of the fiscal year.

| <b>Twelve Month Employees</b> | <b>Eleven Month Employees</b> | <b>Ten Month Employees</b> |
|-------------------------------|-------------------------------|----------------------------|
| 2022-2023 – 261 days          | 2022-2023– 238 days           | 2022-2023 – 217 days       |
| 2023-2024 – 260 days          | 2023-2024 – 238 days          | 2023-2024 – 216 days       |
| 2024-2025 – TBA days          | 2024-2025 – 239 days          | 2024-2025 – TBA days       |
| 2025-2026 – TBA days          | 2025-2026 – 238 days          | 2025-2026 – TBA days       |
| 2026-2027 – TBA days          | 2025-2026 – 238 days          | 2026-2027 – TBA days       |

Unit members who work in the School Lunch Program work a 6.5 workday for 200 days per year.

For the purpose of this section, the workweek shall be considered to commence at 12:00 midnight on Sunday and shall end at 11:59 pm on Saturday night.

**E. Overtime**

1. An overtime pay rate shall be paid for all hours worked in excess of 40 hours worked per week at the rate of time and one half the unit member’s base hourly rate. For the purpose of this section, the workweek shall be considered to commence at 12:00 midnight on Sunday and shall end at 11:59 pm on Saturday night.

- a. UBUE and the BOCES recognize that there are two types of overtime, planned (anticipated) and emergency (unanticipated).
- b. For planned (anticipated) overtime each unit member’s ability to meet the 40-hour overtime threshold is determined by calculating the hours actually worked by the unit member in that workweek. For the purposes of this calculation any utilized leave days are not considered days of actual work.
- c. For emergency (unanticipated) overtime, each unit member’s ability to meet the 40 hour overtime threshold is determined by calculating the hours actually worked by the unit member in that workweek. For the purposes of this calculation any utilized leave days are considered days of actual work.

Emergency periods shall not exceed one day without the authorization of the District Superintendent.

2. Overtime payment shall be shown as an adjustment (addition) to the unit member's salary on the next payroll.

#### **F. Stipends**

Stipend projects shall be made available to qualified unit members. Stipend projects shall be offered via email and posting and shall set forth the hours of the project, the location, expected duration of the project and the necessary qualifications for the project.

#### **G. Overnight Stay**

Unit members assigned to duties that require an overnight stay away from home shall be paid four (4) hours pay (at their hourly rate) per day away or four (4) hours of compensatory time per day away from home. The use of compensatory time shall be at the unit member's request subject to the approval of the District Superintendent or his/her designee. Any compensatory time shall be used by the last day of the school year in which it was earned after which it will be extinguished. No compensatory time shall be carried over to the next school year.

#### **H. Shift Differential**

- a. Unit members who's regularly scheduled eight (8) hour workday ends on or after 10:00 p.m. shall receive a salary adjustment equal to 11% of their base salary as an evening shift differential.
- b. If a vacancy on the evening shift occurs and a unit member hired on or before September 1, 2013, and a unit member hired after September 1, 2013, both apply to fill the vacancy the unit member hired on or before September 1, 2013, will

receive the appointment. If two (2) or more unit members hired on or before September 1, 2013, apply for the vacancy then the unit member with the greatest longevity shall be appointed.

**I. Tax Sheltered Annuities**

The BOCES shall maintain the tax sheltered annuity program and shall reduce salaries of participating unit members pursuant to written annuity contracts submitted by unit members to the administration. Participating unit members shall hold the BOCES harmless from all tax consequences or penalties for over-withholding.

**J. Flexible Benefit Plan**

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. The BOCES shall be required to provide no more monetary advance than 1/10 per month. Unit Members will be allowed to contribute up to the IRS maximum allowable amount for medical expenses and dependent care.

**K. Credit Union Deductions**

Unit members may choose to have deductions made from their salary and deposited into an account at the Ulster Federal Credit Union by completing and filing the necessary forms with the Personnel Office.

**ARTICLE XIII – EMPLOYEE ASSISTANCE PROGRAM**

The BOCES shall maintain the current or equivalent employee assistance program. Unit member participation in the program shall be voluntary.

**ARTICLE XIV – GRIEVANCE PROCEDURE**

**A. General Provisions**

1. A grievance is a dispute involving an interpretation or application of any of the provisions of this Agreement. It shall not apply to the exercise of a judgment that is conferred by law, or by this Agreement upon the BOCES District Superintendent or the Board.
2. All grievances shall be submitted on the form annexed hereto as Appendix "H".
3. A grievance shall be deemed waived unless it is submitted within thirty (30) business days after the aggrieved party became aware of the alleged grievable situation.
4. The BOCES and the UBUE will facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the grievance.
5. The aggrieved unit member shall have the right of representation at all states of the grievance procedure and to confront and cross-examination all witnesses called against him or her, and to testify and call witnesses on his or her own behalf.
6. In any grievance brought by a unit member or group of unit members, the UBUE shall be notified of all hearing dates, given copies of all exhibits and decisions and have the opportunity to cross-examine all witnesses.
7. No interference, coercion, restraint, discrimination, or reprisal or any kind at any time will be taken by the BOCES or by any member of the administration against the UBUE or any other participant in the grievance procedure.
8. Failure by the BOCES to hold a hearing or submit a decision within the time limits set forth herein shall be construed as a denial of the grievance and the grievance may be appealed to the next stage. Failure of an aggrieved unit member of the

UBUE to appeal or take action within the time limits set forth herein shall be deemed a waiver of the grievance.

9. Grievances shall be submitted at the lowest possible stage where relief may be granted.

## **B. Grievance Procedure**

1. **Stage 1:** The grievance shall be presented in writing on the form prescribed for such submission to the appropriate Program Director who shall meet with the aggrieved party and render a written decision within ten (10) business days of the receipt of the grievance.
2. **Stage 2:** Within ten (10) business days of the disposition of the grievance at Stage 1, the grievant may appeal in writing to the BOCES District Superintendent. The BOCES District Superintendent may meet with the aggrieved party and render a written decision within ten (10) business days of the receipt of the appeal.
3. **Stage 3:** Within ten (10) business days of the disposition of the grievance at Stage 2, the UBUE may appeal an adverse decision at Stage 2, by filing an appeal with the Clerk of the Board within ten (10) business days of receipt of the Stage 2 decision. The appeal shall specify the issues left unresolved following the Stage 2 decision. The Board or a committee of the Board shall review the materials submitted at the two prior levels, the written decisions rendered at those levels and may meet with the aggrieved unit member and shall issue a written decision to the appeal within thirty (30) business days following the date on which the appeal was received.
4. **Stage 4:**

- a. In the event the UBUE wishes to appeal an adverse decision at Stage 3, it shall appeal to arbitration by filing a demand for arbitration upon the District Superintendent within ten (10) business days of receipt of the Stage 3 decision.
- b. The demand for arbitration shall identify the issues sought to be submitted to arbitration and the specific section or sections of this Agreement which the UBUE claims have been violated and which were indicated on the original grievance submittal form. The demand for arbitration may not add to the issues previously considered at Stages 2 or 3.
- c. A representative of the UBUE will meet with a representative of the BOCES to agree on an arbitrator. UBUE proposes John Donahue, Jay Siegel, Dennis Campaigne, and Howard Edelman. Ulster BOCES proposes Melinda Gordon, Martin Ellenberg, Bonnie Weinstock, and Rosemary Townley. In the event the parties are unable to agree on an arbitrator, one will be selected from a list of the American Arbitration Association (AAA) utilizing the selection process of AAA.
- d. The arbitrator shall be without power or authority to make any decision that requires the commission of any act prohibited by law or which violates the terms of this Agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement.
- e. The cost of the services of the arbitrator will be divided equally between the BOCES and the UBUE.
- f. The decision of the arbitrator shall be final and binding on the parties.

- g. Either party may, with the consent of the other party, request the expedited arbitration procedure as administrated by the American Arbitration association (AAA).

#### **ARTICLE XV – PAYMENT TO RETIREES**

The payment of any monies due to unit members upon retirement shall be as follows:

- A. Any retirement incentives and/or payment for accumulated sick days due under this Article shall be in the nature of non-elective payments made directly by the BOCES into the unit member’s Section 403(b)(7) tax sheltered annuity without a cash option.
- B. In the case where a unit member does not have a Section 403(b)(7) tax sheltered annuity, the unit member shall open one through the plan of their choice from the list of approved Ulster BOCES 403(b)(7) plans. No disbursement of funds due to the retiree shall be made until such time as the retiree informs the BOCES of the name and 403(b)(7) account to which the funds shall be paid.
- C. The BOCES utilizes a calendar year for determining the cap on allowable payments into a unit member’s tax sheltered annuity in accordance with section 415 of the Internal Revenue Code.
- D. Payment shall be made up to the cap referred above in paragraph “C” within two (2) months of the date of retirement, except as noted above in paragraph “B”.

#### **ARTICLE XVI – TRANSFERS AND VACANCIES**

- A. The BOCES shall send to all unit members’ notices of vacancies and/or openings of any type whatsoever occurring within the bargaining unit. These notices shall be sent to the BOCES e-mail address of each unit member and to the UBUE President. In addition, such notices shall be posted on the official bulletin boards. The BOCES shall send such notices at least fifteen (15) days prior to the application deadline for such



vacancies. In emergencies, the fifteen (15) days prior to the application may be reduced to three (3) working days after notification of the reason for such is given to the UBUE President.

- B. Voluntary Transfer** – It shall be the intent of the BOCES to give consideration to current members of the unit who have requested such a change in writing. The following criteria will be considered by the BOCES Superintendent and the Board: (1) seniority within the program; (2) seniority within the BOCES; (3) level of education; and (4) total relevant experience. These criteria do not establish a priority list. They will be used along with other valid criteria in the selection of unit members.
- C.** In all cases, the unit member must follow all of the procedures and deadlines specified in the notice of vacancies. Unit member applicants whose submitted credentials and experience meet the criteria of the job posting shall be interviewed for the position.
- D.** Positions will be filled by the Board, upon recommendation of the BOCES District Superintendent, based upon qualifications needed and particular requirements of the vacancy. Recommendations for appointments to positions are at the sole discretion of the District Superintendent and are not a permissible topic for inclusion under the grievance or arbitration provisions of this agreement.
- E.** The reassignment and transfer of unit members will be made known to those unit members who have applied for the position and to the UBUE president.
- F. Involuntary Transfers** – Involuntary transfers shall be made in inverse order of seniority as calculated by Civil Service Law. Notice of transfer or reassignment of unit members shall be made known to those affected and to the UBUE President as soon as it is practicable. Any involuntary reassignment or transfer of a unit member shall

be made only after a meeting between the unit member involved and the program administrator.

**ARTICLE XVII – SAVINGS CLAUSE**

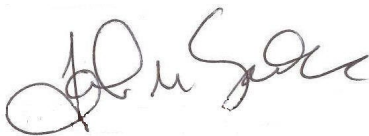
- A. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the Organization.
- B. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

**ARTICLE XVII – LEGISLATIVE AUTHORITY**

It is agreed by and between the parties that any provision of this Agreement requiring action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not be effective until the appropriate legislative body has given approval.

This agreement was duly ratified by the Ulster BOCES United Employees and the Ulster County Board of Cooperative Educational Services on May 31, 2023, and that ratification is indicated by the presence of the signatures below.

**Ulster BOCES**



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**DR. JONAH SCHENKER**  
*District Superintendent*

1/24/24

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Date

**Ulster BOCES United Employees**



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**SARAH DELLAVENTURA**  
*President, UBUE*

1/24/24

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Date