



**UBTO**

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**ULSTER COUNTY BOARD OF  
COOPERATIVE EDUCATIONAL SERVICES**

**AND**

**ULSTER BOCES TEACHERS'  
ORGANIZATION**

**JULY 1, 2022 - JUNE 30, 2024**



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**AGREEMENT** made as of July 1, 2022, between the Ulster County Board of Cooperative Educational Services ("District") and the Ulster County BOCES Teachers' Organization ("Organization").

## **ARTICLE I - RECOGNITION**

**1.1** The District has recognized the Organization as the exclusive agent for employees in a bargaining unit consisting of all professional employees of the District who are required by the District to hold valid and appropriate teacher certification in one of the teacher tenure areas in Commissioner's Regulations Part 30, and employees of the District who work directly with students as crisis intervention specialists, behavior intervention specialists, physical therapists, occupational therapists, music therapists, art therapists, and school nurses (hereinafter "unit members"), with the exception of administrators, civil service supervisory personnel, per diem substitutes and teaching assistants.

**1.2** A unit member appointed for a period, known at the time of appointment to be for a duration of sixty (60) days or more will be included in the bargaining unit and shall be entitled to the compensation and benefits provided by this Agreement, on a pro-rata basis. A unit member appointed for a period, known at the time of appointment, to be for a period less than sixty (60) days shall be a per diem substitute.

## **ARTICLE II - NO STRIKE PLEDGE**

**2.1** The Organization and the District recognize that strikes by unit members are contrary to law and public policy. The Organization and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Organization agrees that it will not strike, conduct a slow down or work stoppage against the District, or assist or participate in any strike, slow down or work stoppage against the District, or impose an obligation upon its members to conduct, assist or participate in any strike, slow down or work stoppage against the District.

## **ARTICLE III - SAVINGS CLAUSE**

**3.1** 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.

**3.2** 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 IV - LEGISLATIVE AUTHORITY**

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

## **ARTICLE V - ELIGIBILITY**

**5.1** The Organization shall maintain its eligibility to represent all unit members by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, gender, age, marital status, sexual orientation, disability or veteran's status and to represent all unit members in the bargaining unit without regard to membership or participation in, or association with the activities of, any employee organization. The District shall continue its policy of not discriminating against any unit member on the basis of race, creed, color, national origin, gender, age, marital status, sexual orientation, disability,

veteran's status, or membership in, or association with the activities of any employee organization.

## **ARTICLE VI – ORGANIZATION RIGHTS**

**6.1 Organization Meetings** The Organization shall have the right to conduct meetings on District property. The Organization shall be subject to District policy regarding the use of District property and the District shall have the right to make and enforce rules in regard to the use of District property without consultation with the Organization. The Organization shall request prior permission for the use of any District building with the appropriate building administrator. Such permission shall not be unreasonably withheld.

**6.2 Bulletin Boards** Bulletin board space for Organization's use in the faculty rooms shall be provided in each school under the sole control of the District.

**6.3** The Organization shall be allowed continued use of the intra-school mail for the distribution of their communications to members on a reasonable basis.

**6.4** Each new unit member shall be given a copy of the contract at District expense. The District will also provide access to a read-only PDF file of the contract on a password protected portion of the District website. In addition the Organization shall be given 20 paper copies per year.

**6.5 A. Dues Deductions** Dues for the Organization members previously enrolled shall be deducted commencing with the second check in September. Any new unit member shall submit the proper payroll deduction form by October 1 and, where feasible, deductions shall commence at the next paycheck.

**B. Agency Fee** The District shall deduct from the wages or salary of unit members in the bargaining unit who are not members of the bargaining unit by October 1, the amount equivalent to the dues levied by the Organization and shall submit the sum so deducted to the Organization. The Organization affirms that it has adopted such a procedure to maintain an agency shop fee deduction as originated by Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York.

### **6.6 Payroll Options**

**A.** Salaries of each unit member shall be paid on a semi-monthly basis throughout the school year according to the announced payroll dates. Unit members who were on the payroll on the preceding June 30 shall receive their first check, representing compensation for services actually performed, on the first payroll date in September.

**B.** Each unit member shall have the option of having his or her semi-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 four (4) paychecks at the close of the school year

**C.** Prior to June 30 of each school year, or at the start of employment, the District shall provide salary option forms for each unit member to complete for the succeeding year.

**D. NYSUT Flexible Benefits Program** The District agrees to the NYSUT Flexible Benefit Program contributions as payroll deductions. Unit members who wish to participate will complete a payroll deduction form upon written notice to the business office. Once enrolled, a unit member may change the amount of the payroll deduction upon written notice to the business office. Such change shall be in effect within thirty (30) days after such notification. The Organization will provide the computer printout showing deduction(s) for members participating in any of the Flexible Benefit Program plans.

**6.7 Payroll Deposits** All payroll checks shall be electronically deposited by 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.

**6.8** On October 1 and February 1 of each year, the District shall provide the Organization, in writing, with the following:

1. A list of names and mailing addresses of all members of the bargaining unit.
2. A seniority list within the tenured areas as outlined in Commissioner's Regulations Part 30, of all members of the bargaining unit.
3. When a payroll date falls within a holiday period or weekend the payroll checks shall be electronically deposited on the last workday preceding the holiday period or weekend.

**6.9** The President of the Organization shall be able to access a copy of the official minutes of each meeting of the Board of Education on-line at the District's website.

**6.10 Organization Business** The Organization President or designee shall be entitled to leave with pay twelve (12) days each year to be used for Organization business. If substitutes are normally required for the Organization President or designee, the District will pay for the first six (6) days used; the Organization will pay for any days over six (6) that are used. Application for such use shall be made by the Organization President to the District Superintendent. Upon approval by the Superintendent, the representative shall notify the appropriate supervisor.

**6.11** The President of the Organization shall be relieved of supervisory assignments.

## **ARTICLE VII - OFFICIAL UNIT MEMBER FILES**

**7.1** No material shall be placed in a unit member's file unless he or she has had an opportunity to read the material. The unit member shall acknowledge that he or she has 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 answer any material inserted in his or her file and such answer shall be attached to the file copy. A free copy of any material added to the unit member's file shall be provided to the unit member at the time of filing. The District, upon request, shall provide additional copies of materials in a unit member's file at the rate otherwise charged by the District for the copying of documents under the Freedom of Information Law.

**7.2** Any unit member may review his or her official file under the following conditions:

**A.** The unit member shall submit a signed request two school 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 after normal school hours, but during normal office hours. In the event a unit member is unable, because of his or her duties with the District 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 District. A

member of the administration shall be present for any review. At the request of the unit member, a representative of the Organization 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 Organization or its representatives shall have no right to review unit member files.

**B.** 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 VIII - DISCIPLINE INTERVIEWS**

**8.1** Whenever a unit member is summoned for an interview for the record and for the purpose of imposing a disciplinary penalty or to obtain a statement to be used in a disciplinary proceeding, he or she shall be advised of the right to have an Organization representative present and shall be entitled to an adjournment of at least one day to obtain such representation.

## **ARTICLE IX - UNIT MEMBER EVALUATION**

**9.1** Unit member evaluations shall be governed by Annual Professional Performance Review Plan as applicable and the Regulations of the Commissioner of Education.

## **ARTICLE X - TRANSFERS AND VACANCIES**

### **10.1 Notification of Transfers and Vacancies**

**A.** During the regular ten (10) month school year, the District 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 e-mail address of each unit member and to the UBTO President. In addition, such notices shall be posted on the official bulletin boards. The District 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 Organization President. Notice of vacancies which occur after the close of school in June shall be sent to unit member's BOCES e-mail address and/or home e-mail address.

In the event a vacancy is not filled for the position of Occupational and/or Physical Therapist, after it has been posted, advertised, and canvassed on the classified personnel list for a reasonable amount of time, upon notification to the UBTO of the emergency need to fill the position and the written consent of the UBTO, Ulster BOCES may engage the services of an Occupational and/or Physical Therapist through an agency or independent contractor, until such time as the position is filled.

**B. Requests for Transfer** By March 15 of each year the District shall send to all unit members the "Employment Preference Form" attached as Appendix "C". Unit members who desire a change in grade, subject or location shall make their request on the form to the program director by March 31. After the first day of the regular school year, a unit member may submit an initial revised employment preference form for use throughout the rest of the school year.



## **10.2 Voluntary Transfers**

**A.** It shall be the intent of the District to give consideration to current members of the unit whom have requested such a change in writing. The following criteria will be considered by the District Superintendent and the Board of Education: (1) seniority within the instructional program; (2) seniority within the district; (3) level of education; (4) total teaching experience; (5) experience other than teaching within the field of the new position; (6) certifications; and (7) tenure area. These criteria do not establish a priority list. They will be used along with other valid criteria in the selection of unit members.

**B.** 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.

**C.** Positions will be filled by the Board of Education, upon recommendation of the District Superintendent, based upon qualifications needed and particular requirements of the vacancy.

**D.** The reassignment and transfer of unit members will be made known to those unit members who have applied for the position.

## **10.3 Involuntary Transfers**

**A.** Notice of transfer or reassignment of unit members shall be made known to those affected as soon as it is practicable.

**B.** A unit member's certifications and qualifications shall be considered in determining his or her reassignment or transfer. Final decision for transfer or reassignment shall rest with the District Superintendent.

**C.** 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. The unit member will be notified of the reason for the proposed reassignment or transfer, before a general announcement is made.

**D.** The decision to transfer or reassign unit members shall be the sole responsibility of the District Superintendent.

**E.** In the event that unit members are assigned to more than one school district during the same working day, the Program Director shall make an effort to reduce the amount of time a unit member spends in travel between school districts in order to make the unit member available for the maximum possible classroom work.

## **ARTICLE XI - WORKSHOPS AND CONFERENCES**

**11.1** The District and the Organization recognize that professional development is part of the regular responsibility of a unit member and that attendance at particular conferences or workshops may be a value to the District. Upon a showing of value to the District, and upon reasonable advance notice in writing, in each year of the term of this Agreement the District Superintendent may grant a unit member one or more days of leave, without charge to other leave credits, for the purpose of attending such a conference or workshop and/or may authorize reimbursement of the reasonable and necessary expenses of attendance at such a conference or workshop.

**11.2** Staff attendance at workshops and conferences for which the district has authorized the reimbursement of reasonable and necessary expenses shall not be eligible for a salary credit hour adjustment.

## **ARTICLE XII - GRIEVANCE PROCEDURE**

### **12.1 General Provisions**

A. 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 which is conferred by law, or by this Agreement upon the District Superintendent or the Board.

B. All grievances shall be submitted on the form annexed hereto as Schedule "F."

C. A grievance shall be deemed waived unless it is submitted within thirty (30) school days after the aggrieved party became aware of the alleged grievable situation. During the summer recess, workdays shall be considered as school days.

D. The District and the Organization 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.

E. The aggrieved unit member shall have the right of representation at all stages of the grievance procedure. The aggrieved unit member shall have the right to testify and call witnesses on his or her behalf and confront witnesses against him or her at Stage 4 of the grievance procedure.

F. In any grievance brought by a unit member or group of unit members, the Organization shall be notified of all hearing dates, given copies of all exhibits and decisions and have the opportunity to cross-examine all witnesses.

G. No interference, coercion, restraint, discrimination, or reprisal of any kind at any time will be taken by the District or by any member of the administration against the Organization or any other participant in the grievance procedure.

H. Failure by the District 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 or the Organization to appeal or take action within the time limits set forth herein shall be deemed a waiver of the grievance.

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

### **12.2 Grievance Procedure**

**A. Stage 1:** The grievance shall be presented in writing to the appropriate program director who shall hold a hearing and render a written decision within ten (10) school days of the receipt of the grievance.

**B. Stage 2:** Within ten (10) school days of the disposition of the grievance at Stage 1, the grievant may appeal in writing to the District Superintendent. The District Superintendent shall hold a hearing and render a written decision within ten (10) school days of the receipt of the appeal.

**C. Stage 3:** Within ten (10) school days of the disposition of the grievance at Stage 2, the Organization may appeal an adverse decision at Stage 2, by filing an appeal with the Clerk of the Board within ten (10) school 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 meet with the aggrieved unit member and shall issue a written decision to the appeal within thirty (30) days following the date on which the appeal was received.

**D. Stage 4:**

1. In the event the Organization 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) days of receipt of the Stage 3 decision.

2. 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 Organization claims have been violated. The demand for arbitration may not add to the issues previously considered at Stages 2 or 3.

3. A representative of the Organization will meet with a representative of the District to agree on an arbitrator. 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.

4. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement.

5. The cost of the services of the arbitrator will be divided equally between the Board and the Organization.

6. The decision of the arbitrator shall be final and binding on the parties.

7. Either party may, with the consent of the other party, request the expedited arbitration procedure as administered by the American Arbitration Association (AAA).

**ARTICLE XIII - WORKING CONDITIONS**

**13.1 Work Year**

**A.** All unit members shall report to work the Tuesday following Labor Day in September, in years that Labor Day falls on September 5, 6, or 7, unit members shall be available to report to work on the Friday before Labor Day through the Friday concluding Regents week in June. In cases where the Regents examination schedule is moved to an earlier time period, not coinciding with the end of the student year, then the end of the work year shall be set at the date, working backwards to June 30, that would equate to the completion of the 181 day minimum work year for unit members. The work year for the bargaining unit will be a minimum of one hundred eighty-one (181) days and a maximum of one hundred eighty-four (184) days. The work year may be extended beyond the Friday concluding Regents week for a sufficient number of days to meet the minimum one hundred eighty (180) days mandated by the State Education Department if this becomes necessary because of school closings for inclement weather and/or other essential reasons and if the Commissioner of Education will not waive these requirements.

**B.** Unit members whose work location is in a component school district (with the exception of unit members who follow the Port Ewen schedule) shall follow the snow day schedules observed by the district in which they are assigned. They will also follow the school year calendar of the component district commencing with the first day the faculty reports to work. Should Ulster BOCES have a Superintendent's Conference Day prior to the first day faculty are to report to work in a component district, the unit member is obligated to report to Ulster BOCES to attend the Superintendent's Conference Day.

**C.** A unit member shall receive his or her final check upon satisfactory completion of all assigned work and professional obligations.

## **13.2 Length of School Day**

### **A. Instructional Day**

1. The length of the instructional day shall, by Commissioner's Regulations, be no less than five (5) hours (exclusive of lunch) for elementary, five and one half (5½) hours for secondary (exclusive of lunch) and sufficient clock hours to qualify for four (4) Carnegie units (½-day programs). The District shall not arbitrarily extend the instructional day other than to meet the above regulations.

2. Specific beginning and ending times will vary depending on the instructional site and transportation schedule. The Program Director shall establish the specific starting and ending times by the fourth Monday in September.

3. If (a) transportation schedule cannot be maintained after the fourth Monday in September, or (b) component schools alter their instructional time, the District may adjust the official starting and ending times so as to accommodate the necessary alteration.

4. Unit members not employed in Special, Alternative, or Career & Technical Education programs will in all respects work the same schedule, or portion thereof, as the component school district to which they are assigned. Their FTE shall be determined by dividing their assigned instructional time, in-school preparation time (determined by taking the amount of daily instructional time performed and dividing that by the amount of instructional time a full time instructor would have in the hosting component district), and lunch time (if eligible) by the work day defined in the component districts contract, subtracting from those base hours any time allocated to supervisory duties for full time staff.

Unit members who serve in multiple school locations within a district, or who serve in multiple districts, shall have their base hours computed based on the work day as defined for the school (level) in which they work the majority of their hours.

5. Unit members who are related service personnel will have a workday no greater than the longest teacher workday of the above noted student programs.

### **B. Unit Member Responsibilities**

1. Unit members shall be at their stations at least fifteen (15) minutes before the official start of the instructional day (also for Career & Technical Education unit members ten (10) minutes prior to afternoon session).

2. All unit members are guaranteed a minimum of thirty (30) minutes of unassigned time for lunch. In Career & Technical Education all unassigned time between the morning and afternoon sessions shall be

used by a unit member as he or she may see fit. However, if a unit member wishes to leave the facility, he or she shall notify the office prior to departure and shall notify the office upon his or her return.

3. All unit members shall notify the office prior to leaving the building and upon return to the assigned building during the workday.

4. All unit members are required to remain on duty fifteen (15) minutes after the official ending of the instructional day.

5. The school days shall be inclusive of face to face meetings with parents, when feasible, for purposes of communicating pupil progress. For Special Education staff, not more than two (2) but no less than one (1), parent conference day(s) shall be provided during which the unit members will not be responsible for working with groups of children. The calendar times for such meetings will be designated by the Program Director after consultation with a member designated by the president of the UBTO.

6. a. Unit members who have been assigned classes in component school district buildings shall follow the parent conferencing schedule observed by the building in which they are located.

b. For the purposes of these parent conference days, dismissal of BOCES students will coincide with the component school district dismissal time.

c. The parent conference days not utilized for parent conferences shall be used only for professional activities such as staff development, curriculum development, program development and various team and department meetings. Such use of these parent conference days shall be mutually agreed upon between unit members and the site supervisors of each building.

7. Time Clocks - All unit members will sign-in and sign-out upon entering and exiting the building utilizing an electronic time clock system. If a unit member misplaces or forgets his/her 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. This alternative shall not constitute a waiver of BOCES' authority to take corrective action for repeated failure to utilize the electronic time clock. Only the unit member's name and time will be recorded.

### **C. Meeting Hours**

1. a. A maximum of forty-six (46) hours of professional activities outside of the instructional session (exclusive of travel time) may be utilized by the District and scheduled within the school year for purposes which shall include but shall not be limited to: (1) faculty meetings, (2) curriculum development, (3) open house, and (4) student planning meetings.

b. A maximum of six (6) hours above shall be dedicated to division specific professional development (identified by the director as division wide needs to improve student performance). These activities shall take place either in two (2) - three (3) hour sessions, or in three (3) - two (2) hour sessions. These sessions will be scheduled during the academic calendar year, each year, by the program teams in each division.

c. For unit members not employed in student programs, the programming of presentations that exceed the above forty-six (46) hours of professional activities must be approved in writing in advance by the Program Director, who will approve compensatory time and payment.

2. a. All first-year non-tenured teachers shall participate for an additional fifteen (15) hours of after workday meetings, in the Ulster BOCES Teacher Mentoring program. The parameters of this program shall be jointly developed by the UBTO and the Ulster BOCES Administration.

b. All second- and third-year teachers shall participate in a Professional Practice Growth Plan that includes three (3) one (1) hour additional meetings (Fall, Winter, and Spring) as well an approved Professional Development session (minimum three (3) additional hours) that is connected to their growth plan. The process for both year two and three teachers is as follows:

Phase 1: Identifying and Planning Learning Design (October - November)

- The learner explores and identifies their area for professional growth based on their own interests, prior and current conversations with their principal, as well as the needs of their current students, for the purpose of acquiring new knowledge, skills, and/or professional practices.
- The learner designs their learning experience by identifying and enrolling in a series of professional development workshops, book studies, professional visits, etc. or a combination thereof.

Phase 2: Implementation (October - April)

- The learner takes actions based on their plan. Simultaneously, teachers and principals schedule verbal check-ins to discuss the status of their learning.

Phase 3: Sharing and Reflection (April - May)

- The learners share their new ideas and experiences with their colleagues.
- The learners reflect on their growth and experiences.

Phase 4: Final Paperwork (May - June)

- The learner is responsible for having their building principal sign off on their Teacher Academy Completion Form
- The learner is responsible for sending a digital copy of BOTH the MLP completion certificate AND the Teacher Academy Completion form signed by their building principal to Human Resources, IS teacher academy coordinator, and a copy to the Deputy Superintendent.

c. All teachers with improvement plans shall receive targeted intervention that is co-designed by the building leader and the teacher. This targeted intervention will match the contractual hours and be developed to improve the specific growth.

## **D. Faculty Meetings**

A program director will provide in the beginning of September a tentative calendar of faculty meetings for the school year. For unusual or emergency conditions, two (2) days advance notice of faculty meetings will be given to unit members. Faculty meetings shall begin no later than fifteen (15) minutes after the end of duty hours.

## **E. Supervisory Duties**

Supervisory duties shall include corridor supervision on a scheduled rotation basis during the periods before instructional sessions and all legally allowable assignments related to pupil supervision. Special

Education unit members shall not be responsible for supervisory duties connected with the school in which their class is housed except as they may be assigned by the Program Director.

## **F. Facilities**

1. The instructional facility will conform to the State Education Department's and the Commissioner's Regulations in regard to proper heat, light, ventilation, and health and safety standards. If a waiver is required by the District, the Organization shall be informed.

2. A professional staff room of adequate size shall be provided by the District at the Career & Technical Education Center, Center for Alternative Education, and available at satellite sites with three or more classes. The room shall be equipped with a computer with network and Internet access, scanner, fax machine, printer, copier, telephone, chairs, tables, and proper heat, light, and ventilation. Nothing herein shall preclude the use of such rooms by employees who are members of other District bargaining units.

### **13.3 Student Discipline**

The District will provide ongoing support, assistance, and professional development to unit members with respect to the maintenance and control of discipline in the individual classrooms. Whenever a unit member sends a pupil from class to an immediate supervisor, he/she shall do so only when the gravity of the offense, the persistence of the behavior, or the disruptiveness of the violation makes continuous presence of the pupil in the classroom intolerable. The unit member making such a referral shall advise the supervisor, in writing, of each and every instance in which the student has engaged in a similar disruption and the remedial action taken in those cases. The supervisor shall take appropriate steps to insure that the pupil's subsequent return to the classroom is conditioned upon recognition that further classroom disruption may involve further disciplinary action. Teacher, Crisis Intervention Specialist, and/or Behavior Intervention Specialist will be informed of disciplinary action and will be given an opportunity to attend re-entry meeting of student.

### **13.4 Adult Education & Other Incidental Assignments**

a. Whenever possible, all positions in Adult Education or other incidental assignments shall be filled by unit members before consideration is given to any other applicant.

b. The rate of pay for unit members voluntarily teaching Adult Education classes shall be determined at the time of appointment and shall not be constrained or otherwise bound by the terms and conditions of this contract.

c. It is recognized that UBTO members occasionally and at sporadic times perform part-time work for the agency outside their job category. When they do so, they are working independently of the UBTO relationship. Such part-time work opportunities shall be posted so that all UBTO members have an opportunity to apply for such part-time work. The rate of pay will be set by the administration and shall not be related to the UBTO member's base rate of pay.

### **13.5 Fair Compensation**

#### **A. Curriculum Projects**

The Program Directors, after soliciting suggestions from the faculty shall develop and refine curriculum research programs for which funding is available. The curriculum projects shall be posted at all sites inviting

applications from unit members interested in working on such projects. Directors shall use their best efforts to select participants for such projects from among such applicants whose jobs are most impacted by the projects.

## **B. Other Projects**

1. Other projects shall include but not be limited to professionally related activities such as set-up of relocated classrooms, summer meetings of shared decision-making teams, and other mutually agreed upon activities.

2. Compensation for the set-up of relocated classrooms and/or therapy rooms shall be limited to one six (6) hour day to close down an old room and one six (6) hour day to set up a new room. Up to an additional three (3) hours may be granted if the new classroom or therapy room is in a different building.

3. Compensation for attendance at shared decision-making teams shall not exceed (12) hours that can be used throughout the year with a limit of three (3) hours of summer shared decision-making team meetings and nine (9) hours outside of the instructional day.

4. Unit members participating in projects outlined in A and B above shall be paid a minimum of

\$54.00 per hour effective July 1, 2016

5. If a district wishes to provide additional instruction for a student to meet the requirements of a CTE license or certification, the member will be paid at the prevailing BOCES rate, in accordance with section 22.5.

6. Payment for curriculum work and other projects shall be made within two pay periods after final approval by the supervisor of the completed project and timesheet submission.

## **C. Compensation for Related Services Contract Work Outside of the School Day or School Year**

1. With the exception of teachers' who teach in the Summer School program whose compensation rate is addressed in Article 13.6, unit members shall be paid at their daily rate if the following conditions exist,

- a. The provision of the related service during a period when school is not in session is required by a student's IEP or,
- b. The provision of the related service is required by the student's IEP during the school year but cannot be accommodated during the school day due to staffing shortages and,
- c. The provision of the related service during a period when school is not in session is a continuation of the Unit members work with an individual student during the traditional school year and,
- d. The services are provided at a student's home or in a public setting (library, school building, etc.). In certain cases, the work may be performed at the site of the Summer School program however the service will not be directly related to the work of the summer school program and, the services will be provided on an hourly



basis and the Unit members shall work less than the number of hours of the summer school teaching staff.

2. Such related service positions will be posted internally, but lacking sufficient response externally as well.
3. It is the intention of the district to give preference in hiring to internal applicants.
4. Unit members appointed to such positions shall only be paid for the hours or portions thereof, that they actually work.
5. This article shall also include Unit members who provide the clinical supervision of interns who will be providing a related service as outlined in (1) above.
6. Upon appointment to such a position by the Board of Education, the Unit member shall be required to submit a timesheet outlining the actual date and hours that a related service was provided as well as the initials of the student to whom the service was provided.
7. Payment for the provision of such services shall be made within two pay periods from the date of receipt of the related service.

### **13.6 Special Education Summer School**

**A.** All positions in Special Education Summer School shall be filled by regularly employed unit members before consideration is given to any of the other applicants. Should lack of state funding make it fiscally impossible for the District to hire all of the regularly employed unit members who request to work in the Special Education Summer School, the District shall meet with the Executive Council of the Organization or its designee to mutually agree upon a point of cut-off on the seniority list.

**B.** It is the intent of the District to hire unit members for Special Education Summer School employment based upon seniority and area of certification. If exceptions to seniority are made by the District, then the unit member affected may request the reasons in writing and may appeal the Program Director's decision to the Deputy Superintendent with representation by the Organization. Such an exception requested by the District must be declared to the affected unit member and the President of the Organization no later than ten (10) working days before the general June 1 notification date. The decision of the Deputy Superintendent will be final.

**C.** The District, upon receipt of official notification from the State Education Department, concerning the calendar for Special Education Summer School, shall forward a copy of said notification to the President of the Organization within seven (7) working days. The Special Education Summer School Calendar will be put on the agenda for the next regularly scheduled meeting between the Organization and the District. The District shall notify the unit members who have applied for a summer school position as soon as practicable but no later than June 1 of their summer school employment status, contingent upon enrollment and Board of Education approval.

**D.** In the event of a death of an immediate family member, a unit member shall be entitled to bereavement leave as described in Article 18.4.

E. Unit members in the Special Education Summer School working less than a full day will receive a pro rata share of the rate.

G. Recognizing the fiscal restraints imposed upon the BOCES Special Education Summer Program by inadequate State funding and reimbursement procedures, the UBTO agrees that for the Special Education Summer School 30-day program, with a proposed orientation time being scheduled during Regents Week in June, the following will apply:

1. Effective July 1, 2023, unit members shall be paid at a rate of \$261.37/day for each day worked in the Special Education Summer School Program. There will be no sick days. There will be no personal day credit given. Unit members will only be paid for the days that they work during the six-week program. Unit members shall be given priority to fill positions.
2. Each subsequent year, the daily rate shall be increased by 2.5% annually.

## **ARTICLE XIV-CLASS SIZE**

### **14.1 Itinerant Teachers' Class Size**

The itinerant teachers' class size shall be predicted upon the class size agreed upon and commonly practiced among the schools served by the shared service teacher.

In any case the administrative officer of the school in which an itinerant teacher serves shall have final jurisdiction over how a teacher's assignments are arranged.

### **14.2 Special Education Teachers' Class Size**

The Special Education teachers' class size shall not exceed those numbers cited in the Commissioner's Regulations. When a waiver to increase class size is requested, the Organization shall be notified.

### **14.3 Occupational Career and Technical Class Size**

A. Class size shall be determined by the number of work stations, desks, the diversifications of the occupational programs and the differing yearly space allocations and equipment requirements.

B. Where a class size exceeds the optimal range or other external circumstances impinge upon an instructor's ability to teach and after discussing this with the building administrator, a teacher may request a review.

C. The review process will be conducted by a committee which shall not be limited to the teacher, members of the respective craft committee, Career & Technical Education colleagues, and the building principal or designee. The committee shall determine if a class size problem exists and if so, shall make recommendations to the building principal to alleviate the problem.

D. After reviewing the recommendations of the committee, the building principal will report his/her decision, as pertains to the committee recommendations, to the teacher within ten (10) working days of the receipt of the committee recommendation(s).

E. The decision of the building principal may be appealed to the program team who will, at its

discretion, present the problem to the Program Director for a decision.

#### **14.4 Alternative and Academic Education Class Size and Student Load**

Class size and/or composition shall be determined by program requirements, course and diploma requirements, distribution of student population, behavioral characteristics of students, academic level of students, and information obtained in the referral process.

The District and Organization, at their regularly scheduled October Executive Council Meeting, shall discuss the class size and student load issues which are of concern to the UBTO.

### **ARTICLE XV-MOVING EQUIPMENT**

**15.1** No unit member shall be required to lift heavy machinery or equipment other than hand carryable tools and equipment.

**15.2** When a transfer occurs, within or between buildings, all classroom and/or educational materials, equipment, and supplies (including personal instructional materials) shall be moved by someone other than a unit member, unless otherwise agreed to by the unit member.

### **ARTICLE XVI- BUDGET NEEDS**

**16.1** The Program Director shall consult with unit members relative to budget need by January 1 through a means devised by the administration. Final decisions shall rest with the Program Director.

### **ARTICLE XVII- RECORDS**

**17.1** Unit members shall be responsible for the maintenance and completion of all records as they may be required by the rules, policies, and regulations of the District. These rules, policies, and regulations shall be distributed in writing and they may be added to or deleted from by the administration from time to time. In the event of extenuating circumstances, the waiving of such responsibilities shall be at the sole discretion of the Program Director.

### **ARTICLE XVIII- LEAVES OF ABSENCE**

**18.1 Personal Leave** Unit members are granted three (3) days personal leave credits annually for the transaction of personal business that can only be accomplished at times during school hours. Personal leave shall not be used as vacation time, for the pursuit of a hobby or a vocation, or to pursue an additional vocation. These days will be available to unit members without reason. Requests for the use of personal leave shall be submitted to the District Superintendent through the Program Director in writing. The requests shall be made at least three (3) days in advance of the anticipated absence. Where this is not possible, the request for approval of such leave shall set forth in detail the reasons why the three (3) day advance notice requirement was not adhered to.

Should the personal day fall immediately before or after a recess or a holiday, then requests for approval of the use of those days shall be submitted to the District Superintendent through the Program Director in writing stating the reason for the request.

Unused personal days shall be converted to the unit member's sick leave accumulation at the end

of each school year which could exceed the cap if the cap has been reached.

## **18.2 Sick Leave**

**A.** A ten-month unit member shall receive fourteen (14) days of sick leave each year. An eleven-month unit member shall receive fifteen (15) days of sick leave each year.

**B.** Part time unit members shall accumulate sick leave pro rata to the number of hours they work.

**C.** Sick leave may be utilized only for illness of the unit member or for illness in the unit member's immediate family. As used in this section, immediate family shall mean the unit member's father, mother, brother, sister, husband, wife, son, daughter, grandparent, legal guardian, mother-in-law, father-in-law, or person residing in the same household.

**D.** Except for emergency reasons, verified by the District Superintendent, paid sick leave shall not be granted when a unit member seeks to use sick leave for medical services, which are obtainable outside of school hours.

**E.** When full-time unit members become part-time unit members after the start of the school year, future sick leave shall be adjusted to reflect the change in employment status with no loss in accumulation. When such unit members become part-time by assignment of the District there will be no loss.

**F.** In those cases where part-time unit members become full-time unit members, full time sick leave accumulation shall begin from the date that full time status is attained and shall include those days accumulated on the part-time basis.

**G.** The District Superintendent may require a doctor's certificate substantiating the illness of a unit member or an illness in the unit member's immediate family when the unit member has applied for more than three (3) consecutive days of sick leave. An examination or immunization required by the District shall be at the District's expense and there shall be no charge to a unit member's leave credits for time spent during such examination or immunization.

**H.** If a unit member becomes ill during the morning, he/she will be charged with a full day of sick leave. If the unit member becomes ill in the afternoon, he/she will be charged with a half ( $\frac{1}{2}$ ) day of sick leave.

**I.** Unused sick leave shall accumulate to two hundred and twenty-five (225) days. In the annual notice to each unit member who has more than 225 sick days, the actual number of sick days which would be credited to the unit member upon retirement shall be stated. Any unused sick days accumulated over 225 should be deposited to the Organization's Catastrophic Illness Leave Bank.

**J.** Unit members who have accumulated seventy (70) sick days as of September 1 of each school year and, who use six (6) or less sick leave days during the school year, shall be entitled to cash in any or all of the remainder of their current unused sick days for that year. They shall be reimbursed (for each day sold back) at a rate of

\$60.00 per day effective July 1, 2011

All requests must be submitted to the Personnel Department on the form annexed hereto as "Appendix D" no later than June 15 of each year. This amount shall be paid by separate check within thirty (30) calendar days of the end of the school year. If a unit member accumulates the maximum number of sick days (Article

18.2 l.) the six (6) day or less requirement will be dropped.

*Note: This article does not prevent a unit member from opting to accumulate the sick days. Unit members who use more than six (6) sick days during a school year shall only be allowed to accumulate the remaining days.*

### **18.3 Catastrophic Illness Leave Bank**

- A.** See “Schedule G” – Ulster BOCES Teachers’ Organization Catastrophic Illness Leave Bank Policy.
- B.** Nothing in “Schedule G” regarding the Sick Leave Bank shall prohibit any individual unit member from requesting, in writing to the District Superintendent, to donate up to 5 days of their accumulated sick leave time to a specific BOCES employee who has exhausted their sick leave time and who is experiencing a catastrophic illness, separate from the Sick Leave Bank, subject to the approval of the District Superintendent.

Once the transfer is approved and executed it cannot be reversed.

### **18.4 Bereavement Leave**

Each unit member shall be entitled to up to five (5) days bereavement 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, step siblings or a person of a significant relationship residing in the same household.

### **18.5 Child Care Leave**

**A.** A certificated, tenured unit member or one who qualifies for the equivalent of the tenure differential shall be granted, upon application, a leave of absence up to one (1) year. If the request for the initial year commences before January 1 of the school year, the period of January 1 through June 30 shall be considered to have been a one year leave for child care. The same staff member may apply for a second consecutive year and such request shall be granted.

Should a teacher on such child care leave apply for a continuation of such leave due to the birth of a second child the request for such leave shall be granted for the first year and may be granted for the second year depending on the needs and requirement of the district. In this instance, a denial of a second year request is at the sole discretion of the District Superintendent and Board of Education and is not subject to the grievance provision of this contract.

Teachers who apply for this leave from June 26, 2013 through December 31, 2013 shall be exempt from this provision.

**B.** A unit member not covered by Article 18.5 A above may be granted a leave of absence not to exceed two (2) years in duration for the purpose of raising a natural or adopted child following the guidelines regarding the definition of a full year leave outlined in Article 18.5 A.

### **18.6 Military Leave of Absence**

Military leave of absence without pay shall be granted to any unit member who shall enter into the

active military service of the United States. However, such leave shall not be extended by a re-enlistment. All unit members in active military service shall be credited with all increments to which they would be entitled had they remained active unit members of the District. They shall also be entitled to all accumulated sick days and benefits acquired prior to their entry into the service upon reinstatement.

### **18.7 Other Absences**

Leave may be granted by the Board, in the free exercise of its discretion for any other reason it deems fit where such leave has been recommended by the District Superintendent and approved by the Board.

### **18.8 Jury Duty**

On proof of the necessity of jury service, a unit member shall be granted leave for the purpose without charge to other leave credits, provided that he or she has agreed, in writing, prior to and as a condition of granting of such leave deliver to the District, for deposit in the general fund of the District, all fees paid to such unit member for such jury service. As used herein, "fees" shall not include monies paid to a juror as reimbursement for travel and other expenses. A part-time unit member who serves shall only be required to remit to the District fees received on a pro-rata basis.

### **18.9 Notification of Return**

Whenever a leave of absence is granted for a period longer than six (6) months or when a leave of absence granted in one school year terminates in another school year, the unit member on leave must notify the District at least three (3) months prior to the date of requested return. Upon return to employment, a unit member who has completed ninety (90) school days in the school year in which the leave commenced shall receive salary credit for a full year of service.

### **18.10 Absence Due to Personal Injury**

In the event a unit member is absent from work because of a personal injury caused in the discharge of his/her duties within the scope of his/her employment and receives Workers' Compensation payments<sup>1</sup> for such absences, such unit member will be paid in full for such loss of time equal to his/her sick leave accumulation not to exceed a period of six (6) school calendar months following such injury less the amount of any paid weekly disability award resulting from compensation, retirement, or social security. Such paid absence shall not be deducted from any sick leave to which such unit member is entitled under this agreement. Any Workers' Compensation benefit shall be payable to the school district.

The District shall reimburse a unit member for the reasonable cost of replacing or repairing dentures, eyeglasses, contact lenses, hearing aids, or similar body appurtenances not covered by Workers' Compensation, which are damaged, destroyed or lost as a result of any injury sustained in the discharge of his/her duties within the scope of his/her employment.

The District shall reimburse a unit member for the reasonable cost of any clothing or other personal property damaged or destroyed while the unit member was acting in the discharge of his/her duties within the scope of his/her employment.

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<sup>1</sup> Under current Workers' Compensation Law (§12), benefits covering lost wages due to an absence caused by a work-related injury do not commence until the 6<sup>th</sup> consecutive workday after the absence began. If the absence continues through the 11<sup>th</sup> consecutive workday, lost wage benefits are paid retroactively to the first day of absence.

## ARTICLE XIX-SABBATICAL

19.1 All full-time unit members having seven (7) successive years of full-time service in the District, or four (4) years with the District and three (3) years with a component district, are eligible for a leave of absence for half (½) year at full pay or one full year at half (½) pay for purposes of study or educational travel.

A. 1. Career & Technical Education: half (½) year or one (1) year.

2. Special Education: one (1) year only.

B. When feasible the unit member on sabbatical shall endeavor to return to work in the District.

C. Sabbatical requests are to be submitted to the District Superintendent's office before February 15. Responses to the applicants shall be made by April 1.

D. Unit members on sabbatical shall receive the applicable increment, when they return from the sabbatical leave.

## ARTICLE XX- LIABILITY INSURANCE

20.1 The District shall continue its insurance policies covering unit members using vehicles other than District vehicles in the course of their employment as unit members and under specific direction of their immediate supervisor.

## ARTICLE XXI- INSURANCE BENEFITS

### 21.1 Health Insurance

A. Unit members hired before July 1, 2020, the District shall pay the cost of individual or family coverage in one of the following plans: Empire Alternative PPO, Empire EPO 20, MVP or an alternate plan cooperatively selected by the District and the Executive Council of the Organization. The district contribution shall be according to the following schedule:

85% - effective July 1, 2023 (DEHIC EPO20)

84% - effective July 1, 2023 (DEHIC Alt. PPO & MVP)

B. Unit members hired on or after July 1, 2020, shall be limited to the DEHIC EPO 20 for health insurance coverage. Such individuals shall have the option of electing the DEHIC Alt PPO health insurance program. Such individuals would be responsible for paying the additional premium required to enroll in the DEHIC Alt PPO plan. The BOCES contribution would be capped at the BOCES level of contribution for the DEHIC EPO plan. The Association member would be responsible for paying any difference. The district contribution shall be according to the following schedule:

85% - effective July 1, 2023 (DEHIC EPO20)

C. Unit members enrolled in the DEHIC Alt. PPO or MVP plan shall have the cash value of the premium increase added as a supplemental payment in the final paycheck of the 2023-2024 school year.

D. Participation in this coverage will be determined by the respective plan's eligibility requirements.

E. A unit member who was hired at full-time and subsequently reduced by the District shall receive 100% of above noted rates for the health insurance benefit as provided for in this agreement.

F. A unit member who is at .5 FTE employment or higher shall receive 100% of the above noted rates for the health insurance benefit as provided for in this Agreement.

G. A unit member who is below .5 FTE employment and elects to participate, shall receive a pro-rata share of the health insurance benefit as provided for in this Agreement equal to the unit member's full-time equivalent employment.

## H. Buy-Out

1. Any unit member who voluntarily elects not to participate in a District health plan, or anyone who voluntarily changes from a family to single coverage shall receive annually the sum equal to 50% of the net savings of the District as a result of this voluntary change in coverage. Said sum not to exceed the following formula:

0 – 14% participation	\$2,500
15% + participation	\$4,000

2. Unit members who elect the buyout option must submit a request during the open enrollment period which will be held during May of each year on the form annexed hereto as "Schedule E". Once elections are made during the open enrollment period and pre-tax contributions are set, only a qualifying event, based on the IRS Code, Section 125, must occur in order to make any changes. Unit members who participate in the buyout for less than one full year will receive a prorated share of the savings determined on February 2 such proration to be equal to the length of participation in that school year. This buyout shall be payable to the unit member in his/her final paycheck.

## I. Retiree Health Insurance

### 1. Health Insurance

For unit members who retire from the District into the New York State Retirement System with at least seven (7) years of continuous service (.50 FTE or greater) in Ulster County BOCES prior to retirement at .50 FTE or greater, the District shall pay effective July 1, 2005, 90% of the cost of individual and 85% of the cost of family medical coverage, as stipulated in Article 21.1 A for the life of the retiree.

### 2. 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



### 3. Medicare Part B Reimbursement

Unit members hired before June 23, 2021, shall be reimbursed the Medicare Part B Standard Premium amount upon reaching the age 65 and upon proof of payment of such premium. The BOCES obligation to reimburse for the Medicare Part B Standard Premium amount shall be limited to the base rate amount as modified by the Centers for Medicare & Medicaid Services.

Unit members hired on or after June 23, 2021, shall not be eligible for Medicare Part B reimbursement.

### **21.2 Organization Benefit Trust Fund**

The Organization may form the Benefit Trust Fund, meeting all state and federal requirements. Upon presentation by the Organization to the District of the documentation demonstrating the creation of a legal trust, the District will fund the Ulster BOCES Teachers' Organization Benefit Trust Fund at the following rates:

Effective July 1, 2011      \$1,390 per eligible unit member

Upon establishment of the Benefit Trust Fund, the District shall make quarterly contributions as follows:

1. On October 1 of each year, a count of unit members eligible to participate in the Fund shall be made and one-quarter of the amount due within the year shall be made within ten (10) days of October 15. For the purpose of the District's contributions an eligible unit member is one who is assigned to work .5 FTE employment or more per year. For those who work less than .5 FTE employment per year and elects to participate, the District will contribute a percentage of the individual amount equal to the full-time equivalent ratio.

2. On December 1 of each year, a count of unit members eligible shall be made and calculated within ten (10) days of December 15.

3. On April 1, of each year, a count of unit members eligible shall be made and calculated within ten (10) days of April 15.

4. On June 15, of each year, a final yearly count of unit members eligible shall be made and a final analysis conducted. Any amount due the fund shall be paid forthwith at the next year's rate.

5. The District shall be entitled to a detailed annual financial statement and the annual external audit report. The expenditure of the Trust funds shall be solely to purchase or provide dental insurance and/or other insurance or benefits. No Trust Fund monies can be used by any unit member or by the Trust Fund itself in any litigation against the District.

6. Upon agreement between the District and the Organization, other employees, in addition to the unit members, may participate in the dental plan. Participation in additional plans by other employees may be allowed, upon agreement between the District and the Organization.

7. The Organization shall indemnify the District for any attorney fees incurred in any litigation relating to the Trust Fund, unless the issue involves the timeliness of payments made by the District as described above.

## ARTICLE XXII- PROFESSIONAL COMPENSATION

### 22.1 Basic Compensation

- A. The Salary Schedule effective July 1, 2022 is attached hereto as Schedule "A". Using the 2021-2022 Salary Schedule as a base, the base salaries for unit members shall be increased by the following percentages during the term of this agreement:

2022-2023 – 2.25%

2023-2024 – 2.25%

- B. Compensation for a Master's Degree shall be \$1,225 and may be pro-rated. The Master's Degree must be in the area of a unit member's certification, or at the discretion of the District, may be awarded for a degree in an area directly related to employment responsibility.

- C. Unit members of the District shall advance one (1) step on the salary schedule each year.

- D. The Salary Schedule effective July 1, 2022, is attached hereto as Schedule "A.1. – School Nurse and Crisis Intervention Specialist". Using the 2021-2022 Salary Schedule as a base, the base salaries for unit members shall be increased by the following percentages during the term of this agreement:

2022-2023 – 2.25%

2023-2024 – 2.25%

Due to the length of service of unit member, Rubin Quintero, Crisis Intervention Specialist, the salary Schedule effective July 1, 2022, is attached hereto as Schedule "A.2." Using the 2021-2022 Salary Schedule as a base, the base salary for this unit member shall be increased by the following percentages during the term of this agreement:

2022-2023 – 2.25%

2023-2024 – 2.25%

#### Longevity – School Nurse and Crisis Intervention Specialist

##### Effective January 1, 2022

After completion of 15 years of service - \$1,000

After completion of 20 years of service – an additional \$1,000

After completion of 25 years of service – an additional \$1,000

It is understood that placement on any step of the School Nurse and Crisis Intervention Specialist salary guide does not necessarily correspond to years of service for the purposes of earning longevity. The parties agree that all determinations of years of service for the purpose of calculating longevity will be based on the member's date of hire, and that such payments shall be made effective July 1 of the school year following the year in which the requisite number of years of service has been reached.

**E.** The annual stipend schedule for unit members who provide approved services beyond the work day, and in addition to their core teaching and/or student support functions, are attached hereto in Schedule "B". It is understood that these positions are appointed annually and are subject to budget constraints.

Effective July 1, 2022, add the following stipend positions: Lead Guidance Counselor, Lead Literacy Specialist, Co-Facilitator BOCESwide Program.

Effective July 1, 2023, add the following stipend positions: FFA Advisor, Robotics Advisor, Culinary Catering/Event Stipend, Field Trip/Competition Stipend.

## **22.2 Credit Hours**

**A.** Credits shall be paid on a per credit basis as earned. Undergraduate credits shall be paid only to unit members who were receiving undergraduate remuneration during the 1987-88 school year at

\$ 71.75 per credit effective July 1, 2016

Graduate credits shall be paid at the rate of

\$ 133.00 per credit effective July 1, 2016

**B.** Adjustments will be made for credits earned after July 1, 1988, only if the District Superintendent certifies that such courses are related to the performance of the unit member's duties or duties within his/her tenure area. The District Superintendent shall approve any course which is part of a degree program if such a course is required by the institution granting the degree for successful completion of the program. At the sole discretion of the District Superintendent, approval may be granted for additional courses.

**C.** Adjustments shall not be made for credits earned in-service vocational education courses taken on a voluntary basis for which the unit member has received outside funding consisting of payment of educational costs and reimbursement of expenses.

### **D. Non-Degree Teachers**

**1.** For unit members eligible under Article 22.3 A, non-degree teachers employed by the District prior to July 1, 1972, shall receive credit for more than sixty (60) credits only if they (a) have completed sixty-hour of prior approved credits; (b) the courses shall lead directly toward a degree with college approval; and (c) the courses consist of actual classroom instruction and have received the approval of the District Superintendent prior to payment.

**2.** For unit members eligible under Article 22.3 A, non-degree teachers employed by the District after July 1, 1972, shall receive credit for more than sixty (60) credits only if (a) they have a bachelor's degree; (b) the courses consist of actual classroom instruction and the candidate has received approval from the District Superintendent prior to payment; and (c) there shall be only single use of approved credit for salary purposes, including initial employment course requirements.

### **E. Salary adjustments for approved study completed:**

1. In May or June it will be made effective September 1 if an official transcript is received in the District Superintendent's office by August 15 of the school year;
2. In fall semester it will be made effective February 1 if an official transcript is received in the District Superintendent's office by May 1 of the school year; and
3. Between the end of school in June and the opening of school in September it will be made retroactive to September 1 if an official transcript is received in the District Superintendent's office by October 1 of the school year. Failure to comply with these dates for the submission of transcripts shall result in the salary adjustment becoming effective at the next submission date.

### **22.3 In-Service Credit**

- A. In-service credit shall be defined as credit hours earned from evidence of completion of a course that has the prior approval of the District Superintendent.
- B. One In-service graduate credit hour shall be awarded for each fifteen (15) hours of instructional time.
- C. Application must be made in writing and the applicant must be notified in writing by the District Superintendent, prior to enrollment as to the approval or rejection for In-service credit.
- D. To receive credit and obtain full payment, an official written certification of the applicant's attendance and satisfactory completion of the course must be submitted by the instructor and the sponsoring agency.
- E. In-service credit shall not be granted when other compensation has been paid by the Board of Education.

### **22.4 Part-Time Unit Members**

Salary for part-time unit members and for unit members whose workloads have been reduced shall be pro-rated. A part-time teacher's FTE shall be calculated based on the district(s) that they are assigned (including Ulster BOCES) with a total of six (6) instructional assignments per day equaling 1.0 FTE.

### **22.5 Extra Work**

For all professional teaching performed beyond the official teaching year, unit members shall be compensated at a per diem rate of 1/200 of their respective annual salary.

### **22.6 Tenure Differential**

- A. Effective July 1, 2008, unit members who have tenure shall be compensated \$735 each year of the contract or a pro rata share thereof.
- B. Any Crisis Intervention Specialist, Behavior Intervention Specialist, Occupational Therapist, Physical Therapist, Art Therapist, Music Therapist, or School Nurse who has worked for the BOCES for more than three (3) years shall receive an amount equivalent to the tenured differential listed in paragraph A above.

## **ARTICLE XXIII- MILEAGE**

**23.1** All required intra-school travel done in a personal vehicle shall be compensated at the rate specified as the maximum allowable under the Regulations of the Internal Revenue Service.

**23.2** All intra-school travel by unit members using their personal vehicles and serving in an official capacity on behalf of site, program, and district-wide school improvement teams shall be compensated as in Article 23.1.

## **ARTICLE XXIV- MEMBER BENEFITS**

### **24.1 Tax Sheltered Annuities**

The District shall implement a 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 District harmless from all tax consequences.

### **24.2 Flexible Benefit Plan**

The District and the Organization shall implement a mutually agreed upon Flexible Benefit Plan and mutually agreed upon administrator for the plan, in accordance with Section 125 of the Internal Revenue Tax Code. The District shall be required to provide no more monetary advance than 1/10 per month. Unit Members will be allowed to contribute up to \$5,000 annually for non-reimbursed medical expenses. There will also be a \$5,000 cap on dependent care. This plan may be terminated by the District if at any time net cost is incurred by the District.

## **ARTICLE XXV – EMPLOYEE ASSISTANCE PROGRAM**

**25.1** The District shall have the right to establish an employee assistance program. Employee participation in the program shall be voluntary.

## **ARTICLE XXVI – RETIREMENT**

### **26.1 Unit members may choose to retire under paragraph A or B.**

**A.** Unit members who submit an irrevocable resignation in writing to the Board Clerk no later than eight (8) months prior to the effective date shall be compensated for all unused sick days at the following rate: 1-225 days

\$60.00 per day effective July 1, 2016

Payment will be made within thirty (30) calendar days from the effective date of retirement.

**B.** Unit members who reach the age of eligibility for retirement for the first time without TRS/ERS penalty, with at least seven (7) years of continuous service (.50 FTE or greater) and who submit an irrevocable resignation in writing to the Board Clerk no later than eight (8) months prior to the effective date of retirement, shall be compensated for all unused sick days at the following rate: 1-225 days, \$110.25 per day, effective July 1, 2008. Payment will be made within thirty (30) calendar days from the effective date of retirement. Payment shall be made into the NYSUT endorsed product for a 403(b), Tax Sheltered Annuity account.

At the sole discretion of the Board of Education (and therefore not grievable), the "first time eligibility" provision may be waived. Unit members who reach the age of retirement eligibility for the first time without penalty and who come to an agreement with the District Superintendent to waive the "first time of eligibility" provision, shall have an additional \$2,000 per year added to their base salary each year they continue to work, subject to the approval of the Board of Education.

Note: In order to be eligible for the enhanced benefit under 26.1. B. unit members must for the first time reach one of the following:

1. First year of eligibility to retire as defined by the rules and regulations of TRS/ERS; *or*
2. Be credited with 30 years of applicable retirement services (as verified by TRS/ERS); *or*
3. Reach the age of 62.

Immediately prior to retirement the unit member must also have seven years of continuous service with Ulster County BOCES. (Notification timelines listed in the first paragraph of 26.1.B. must be followed.

A unit member may not choose option B and a New York State retirement incentive offered by the Ulster BOCES Board of Education. Retirement enhancements can be used in combination with the option B plan.

**C.** Members who choose to retire under paragraph B will forfeit their right to be compensated for unused sick days under paragraph A.

## **26.2 Excessing Provision**

Unit members with seven (7) or more years of service in the District who are excessed from the District due to the District's or component District's discontinuation or change in program shall be entitled to a lump sum payment for any unused accumulation of sick days at the rate of

\$60.00 per day effective July 1, 2011

Payment will be made within thirty (30) days of the effective day of separation from the District service. Excessed unit members may defer payment of this sum up to ninety-five (95) school days, upon written request, in order to maintain their sick day accumulation should they be recalled to the District. If a unit member is returned to service from the Preferred Eligible List, the unit member is not credited for previously accrued sick leave for which they have been compensated under the terms of this clause.

## **ARTICLE XXVII – RESIGNATION**

**27.1** Once tendered, resignations are not rescindable except at the discretion of the Board of Education.

## **ARTICLE XXVIII – DURATION**

**28.1** This agreement shall be effective as of July 1, 2022, and shall continue in effect through June 30, 2024.

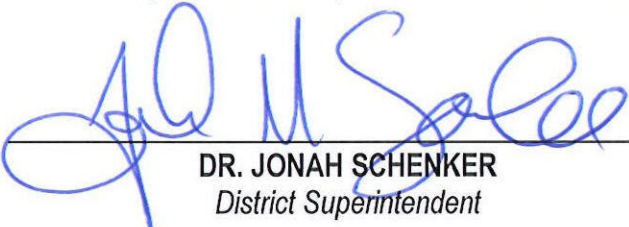
**28.2** The Organization agrees that all negotiable items have been discussed during the negotiations leading to this Agreement.

This agreement was duly ratified by the Ulster County BOCES Teachers' Organization on May 22, 2023, 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 County BOCES Teachers' Organization**

By:   
KERRI ANN SHEEHY  
*President, UBTO*

**Ulster County Board of Cooperative Educational Services**

By:   
DR. JONAH SCHENKER  
*District Superintendent*