

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ULSTER COUNTY BOARD OF COOPERATIVE  
EDUCATIONAL SERVICES

AND

ULSTER BOCES  
MANAGEMENT ASSOCIATION

JULY 1, 2018 – JUNE 30, 2023

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## ARTICLE 1: PREAMBLE

The Ulster County Board of Cooperative Educational Services (hereinafter “Ulster BOCES” or “District”) and the employees of Ulster BOCES (hereinafter “unit members”) as enumerated in Article 2, represented by the Ulster BOCES Management Association (hereinafter “Association” or “Unit”) and the Chief Executive Officer of the District (hereinafter “District Superintendent”) and the Association enter into this collective bargaining agreement (hereinafter “Agreement”) subject to ratification by the District and the Association.

## ARTICLE 2: RECOGNITION

The District recognizes, pursuant to the Public Employees' Fair Employment Act (Article 14 of the Civil Service Law; §§200 et. seq.), the Association as the exclusive representative for purposes of collective negotiations concerning terms and conditions of employment and the administration of grievances arising there under for a unit consisting of the titles: Application Training Manager, Educational Technology Manager, Financial Services Manager, Manager of Testing and Special Services AKA Manager of Analytics and Coordinated Support Services, Operations and Programming Manager, Student Services Manager, and Student Support Services Manager.

## ARTICLE 3: LEGAL PROTECTION

It is agreed by and between all 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 become effective until the appropriate legislative body has given approval.

## ARTICLE 4: PAYROLL/PAYROLL DEDUCTIONS

- A. Payroll deductions may be used for dues payment to professional associations upon presentation of dues deduction cards signed by individual employees to the District.
- B. The District shall deduct from the salaries of those members of the bargaining unit the annual per capita dues due to SAANYS. Such dues shall be deducted over a ten month period of time (September through June) and shall be promptly transmitted to SAANYS.
- C. The District shall provide the Association president with notification of new hires in accordance with applicable law.

## ARTICLE 5: TAX SHELTERED ANNUITIES

Tax Shelter Annuity and Credit Union deductions may be withheld if the proper forms are filed with the Personnel Office.

## ARTICLE 6: POSTING OF POSITIONS

- A. Unit positions will be electronically distributed (posted) internally for at least ten (10) business days.
- B. Unit members will be notified via e-mail when unit positions are posted.
- C. The ten (10) day posting period may be reduced with the consent of the Association President.

## ARTICLE 7: WORK YEAR

- A. The work year for 12-month unit members will consist of two hundred forty-six (246) work days with fifteen (15) paid holidays. Paid holidays shall be designated as follows: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day, and two additional days to be determined by the District Superintendent after consultation with the Association President.

## ARTICLE 8: LONGEVITY PAYMENTS

- A. Upon the completion of five (5) years of service as an employee with Ulster BOCES in a position represented by this Agreement, a longevity payment of \$625.00 will be added to her/his base salary prior to any annual salary increase. Thereafter, an additional \$125.00 shall be added for each year of service thereafter up to 30 years for a maximum of \$3,625.00. As to employees hired on before December 31 of any school year, the longevity payment of \$625.00 shall be paid as of his/her anniversary date with the first subsequent longevity increase to be paid the next July 1 following said anniversary date. Thereafter, all additional longevity payments for said employees shall be paid July 1<sup>st</sup> irrespective of anniversary date. As to employees hired after December 31 of any school year, all longevity payments will be paid July 1<sup>st</sup> following anniversary date.
- B. Any employee who transfers from any position within Ulster BOCES to a position represented by this Agreement shall have 50% of their years of service with Ulster BOCES counted as credit toward employee longevity.

## ARTICLE 9: BUSINESS TRAVEL REIMBURSEMENT

Unit members who use their personal vehicle for approved business travel will be reimbursed for business mileage at the Internal Revenue Service rate.

## ARTICLE 10: TUITION REIMBURSEMENT

- A. Ulster BOCES will reimburse up to \$200 per unit member per year toward the cost of coursework that meets the following criteria:
  - The coursework is directly related to the field in which the unit member works.
  - The coursework is scheduled outside of working hours.
  - The unit member must receive prior approval from the District Superintendent or his/her designee.
  - The unit member must submit evidence of successful completion of course prior to reimbursement.

## ARTICLE 11: ASSOCIATION BUSINESS DAYS

- A. Subject to the approval of the District Superintendent, whose approval shall not be unreasonably withheld, the Association President or his/her designee, shall be entitled to three (3) three leave days per year to conduct Association business.

- B. Attendance by Association members at judicial and administrative proceedings or negotiations on behalf of the association shall not be charged leave time.

## ARTICLE 12: PERSONNEL FILES

- A. Upon two (2) business days prior notice, unit members shall be provided an opportunity to review their personnel file, except for pre-employment references and credentials, in the presence of the District Superintendent or designee. In accordance with the foregoing, personnel files shall be available for inspection at a time mutually agreeable to such unit member making the request and the District Superintendent or designee.
- B. Prior to the placement of any document descriptive of a unit member's work in his/her personnel file (e.g. counseling memos, discipline, evaluations, etc.) the unit member shall have the opportunity to review the material. The unit member shall have the right to respond to such material within twenty (20) days of such placement and any response shall be included in his/her personnel file.
- C. Copies of any materials, with the exception of pre-employment references, shall be provided to the unit member in advance of being placed in that individual's personnel file at no cost.
- D. In the event the District adopts a system under which personnel files are maintained in an electronic manner, unit members will not be restricted in accessing those files beyond the limitations set forth above.
- E. No anonymous letters may be placed in a unit member's file.

## ARTICLE 13: EVALUATIONS

- A. There should be a goal-setting meeting by August 31 of each year.
- B. 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.
- C. 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.
- D. The unit member shall meet and review the end of year evaluation with the immediate supervisor prior to signing. Such meeting shall be held within seven business days of receipt of the end of year evaluation.
- E. The unit member shall receive a copy of the completed and signed evaluation form within two business days after the evaluation is executed by the member and her/his immediate supervisor. A completed and signed copy will also be placed in the unit member's personnel file. An electronic copy shall be deemed sufficient service of a copy in writing.

## ARTICLE 14: HIRING

- A. A representative of the Association may be part of any hiring committee that is seeking to hire one of the titles included in this unit.
- B. A representative of the Association may be part of any hiring committee that is seeking to hire a direct supervisor of the titles included in this unit.

## ARTICLE 15: HEALTH INSURANCE BENEFITS COVERAGE

### A. HEALTH INSURANCE

1. Through June 30, 2020, the District shall continue to contribute 89% toward the cost of health insurance to cover the employee and his/her eligible dependents in one of the following plans while the employee is in active service; Empire Alternative PPO, Empire EPO 20, or MVP.
2. For those employees hired on or before 12/1/2018: Effective July 1, 2020, the District shall participate in the Empire Alternative PPO plan, as well as the Empire EPO 20 plan and MVP plan. The District shall contribute 85% toward the cost of health insurance coverage for unit members who choose the Empire Alternative PPO plan or MVP plan and 87% for those members choosing the Empire EPO 20 plan.
3. For those employees hired on or before 12/1/2018: Employees will have an amount equal to the annual increase in their premium contribution added to their base salary in the first year of the increase.
4. For those employees hired after December 1, 2018: Effective July 1, 2020, employees hired after December 1, 2018 shall have the Empire EPO 20 plan as their base insurance plan. They shall also have the option of selecting the Empire Alternative PPO plan or MVP plan however, they will pay the difference between the employer cost of the selected Empire Alternative PPO plan or MVP plan and the Empire EPO 20 plan .
  - Empire EPO 20 plan – Ulster BOCES will contribute 87% of premium.
  - Empire Alternative PPO plan or MVP plan — BOCES will contribute an amount equivalent to 87% of the EPO 20 individual or family premium and the employee pays the differential in the premium charge.
5. Any employee who voluntarily elects to not participate in or withdraws from a District health plan or anyone who voluntarily changes from family to single coverage while eligible for family coverage shall receive annually the sum equal to 50% of the net savings realized by the District as a result of this change in coverage. The sum shall not exceed \$2,400 each year. This buy out shall be payable to the employee in his/her final paycheck of the fiscal year. If a “change in life circumstances” occurs and such employee finds it necessary to re-subscribe to the original coverage, this will be permitted.
6. The District shall pay the full cost of dental/vision insurance for the unit member and his/her eligible dependents. The District shall make no such payments upon the retirement of the unit member.

### B. Health Insurance Upon Retirement

1. Unit members hired before July 1, 2012
  - a. For unit members hired before July 1, 2012, who retire from Ulster BOCES for the purpose of receiving benefits from the New York State Employees' Retirement System (NYSERS), and who have completed at least seven (7) years of continuous service in a position covered by this Agreement at Ulster BOCES, the District will pay the full cost of health insurance coverage for the unit member and his/her eligible dependents for the life of the employee in retirement. The retiree and his/her spouse shall be entitled to 100% of Medicare Part B premium level at the basic level for the life of the retiree.

2. Unit members hired on or after July 1, 2012
  - a. For unit members hired on or after July 1, 2012, who retire from Ulster BOCES for the purpose of receiving benefits from the New York State Employees' Retirement System (NYSERS), after completing between 10-14 years of continuous service in a position covered by this Agreement at Ulster BOCES shall be entitled to 75% District covered individual or family Health Insurance coverage, for the life of the unit member. (The District pays 75% of the premium. The unit member pays 25% of the premium.)
  - b. For unit members hired on or after July 1, 2012, who retire from Ulster BOCES for the purpose of receiving benefits from the New York State Employees' Retirement System (NYSERS), after completing 15 or more years of continuous service in a position covered by this Agreement at Ulster BOCES shall be entitled to 85% District covered individual or family Health Insurance coverage, for the life of the unit member.
  - c. For unit members hired on or after July 1, 2012, who retire from Ulster BOCES for the purpose of receiving benefits from the New York State Employees' Retirement System (NYSERS), after completing (20) twenty or more years of continuous service in a position covered by this Agreement at Ulster BOCES shall be entitled to 89% District covered individual or family Health Insurance coverage, for the life of the unit member.
  - d. Shall not be entitled to reimbursement for Medicare Part B payments.

#### ARTICLE 16: IRS 125 FLEXIBLE SPENDING ACCOUNT

- A. Any unit member shall be entitled to the benefits of any flexible plan offered by the District. There will be a \$5,000 cap on unit member medical contributions and a \$5,000 cap on dependent care contributions unless these caps are revised by State or Federal regulations in which case the revised cap called for by such regulation will be in effect. Reimbursements paid to the Unit member by the FSA Plan Administrator shall be according to the rules of the plan. Any unit member's plan may be terminated by the District if any net cost, caused by a unit member's excess contributions, is incurred by the District. Any such overage and penalty shall be reimbursed by the unit member to the District on a schedule of payments to be developed by the Assistant Superintendent for Administration and the unit member.
- B.
- C. All health insurance contributions paid by unit members shall be made deducted on a pre-tax basis through use of IRC Section 125 account which account shall be separate from the flexible spending account.

#### ARTICLE 17: DISABILITY INSURANCE

If the District establishes a group short-term Disability Insurance program unit members may voluntarily join at his/her own expense.

#### ARTICLE 18: COMPENSATION

- A. Compensation for the members of the Association will increase based on the following schedule:
  - a. Effective July 1, 2018, the 2017-18 base salary for each member will be increased by 2.50%
  - b. Effective July 1, 2019, the 2018-19 base salary for each member will be increased by 2.50%
  - c. Effective July 1, 2020, the 2019-20 base salary for each member will increase by 2.25%



- d. Effective July 1, 2021, the 2020-21 base salary for each member will increase by 2.25%
- e. Effective July 1, 2022, the 2021-22 base salary for each member will increase by 2.25%

Retroactive payments shall be paid no later than thirty (30) days after ratification of this Agreement by both parties.

## ARTICLE 19: RETIREMENT BENEFITS

### A. UNUSED SICK LEAVE UPON RETIREMENT

Unit members who retire from Ulster BOCES for the purpose of receiving benefits from the New York State Employees' Retirement System (NYSERS) and have worked at Ulster BOCES in a position covered by this Agreement for at least seven (7) continuous years shall be entitled to buy out unused sick leave days up to a maximum of two hundred forty six (246) days under the following provisions:

The District will pay \$50.00 for each day of accumulated unused sick leave. Payment will be made by the District within 30 days of retirement as a non-elective employer contribution into an IRC 403b account established for the benefit of the retiring employee.

Under the sick leave benefit option of the New York State Employees' Retirement System, upon retirement from the New York State Employees' Retirement System, all unit members who are eligible to accumulate sick leave may elect to obtain additional service credit for their earned sick days. The additional service credit does not help to qualify the unit member for the requirements of the plan, avoid a penalty, or make the unit member eligible to retire earlier. The maximum additional service credit allowed is 165 days.

Employees who receive payment based on their sick leave at retirement are not eligible for further service credit for those days.

## ARTICLE 20: LEAVES OF ABSENCE

### A. Sick Leave Allowance

1. Unit members shall be entitled to sixteen (16) days per year, earned at a rate of 1.33 days per month, for personal illness or illness in the "immediate family."
2. "Immediate family" shall mean father, mother, brother, sister, spouse, children, grandchildren, grandparents, legal guardians, mother-in-law, and father-in-law, stepparents, stepchildren, stepbrother, stepsister, domestic partner or a person of significant relationship residing in the household.
3. Unit members hired after July 1 of the school year, shall accrue sick days at the rate of 1.33 days/month. Thereafter, on July 1 of each successive year unit members shall be credited with the full 16 sick days as of that date at the rate of 1.33 days per month. In the event that a unit member shall separate from service prior to earning accruals such time shall be deducted from the final paycheck or from any reimbursement due to the employee.
4. However, if a unit member has a catastrophic illness, such as but not limited to cancer or stroke, that causes the member to separate from the district the district shall not seek

reimbursement for the use of any sick days not earned provided that a letter of resignation is not unreasonably withheld from the district.

5. Unit members may accumulate unused sick leave days to a cap of 246 days.

#### B. Sick Leave Bank

1. Please see Appendix A "Sick Bank"

#### C. Bereavement

Unit members shall receive up to five (5) days for each death of an "immediate family" member as defined in Article 20 (A)(2).

#### D. Personal Leave

1. Three (3) days per year may be taken for personal or business items that cannot be taken care of outside regular working hours.
2. All personal days may be requested without reason at least three business (3) days in advance of each anticipated absence. Personal leave shall not be available for days immediately preceding or following a vacation, holiday, or another personal day except with an approved reason by the District Superintendent.
3. Any unused personal days will be converted to sick days on June 30 each year.
4. In cases of emergency, the three (3) business day notice requirement may be waived by the District Superintendent.

#### E. Unpaid Leave Of Absence

Whenever possible, a unit member desiring a leave of absence without pay, other than maternity, adoption, or extended sick leave (a discretionary leave), shall file a written request outlining the reason(s) for such leave with the District Superintendent. Such leaves may be granted at the discretion of the District Superintendent. A unit member returning from a leave of absence without pay shall be reinstated to her/his former position, if available, or if not, to a comparable position without reduction in salary, benefits, and seniority. There is no accrual of seniority while on an unpaid leave of absence.

#### F. Vacation Leave

1. For all unit members, every attempt should be made to utilize all earned vacation time during the year in which it was earned. Requests to carryover unused vacation time should be the exception and not the rule, and should only occur because agency business prevented the unit member from utilizing all of his/her earned vacation time. Such circumstances should be explained/documented to the District Superintendent in advance and in writing when submitting requests for carryover. Such requests may be granted at the discretion of the District Superintendent.
2. Should it be determined that an employee used more days than earned, overuse will be deducted from the employee's paycheck.
3. All unit members hired on or after July 1, 2020, will be credited with 20 vacation days on July 1, (earned at the rate of 1.66 days for each month of employment). For each year of

employment thereafter, they will accrue one (1) additional day to a maximum of twenty-four (24) days (which shall be earned at the rate of two [2] days per month).

For those unit members previously entitled to less than 20 vacation days for the 2019-2020 school year, effective July 1, 2020, such members shall be credited with 21 vacation days (earned at the rate of 1.75 days for each month of employment), and shall be credited with one (1) additional day each July 1 thereafter to a maximum of twenty-four (24) days (which shall be earned at the rate of two [2] days per month). For those unit members previously entitled to 20 or more vacation days for the 2019-2020 school year, effective July 1, 2020, such members shall be credited with one (1) additional day on July 1 and each July 1 thereafter, as applicable, to a maximum of twenty-four (24) days (which shall be earned at the rate of two [2] days per month).

#### G. Jury Duty Leave

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

#### H. Calculation of time

The District agrees to convene a committee comprised of representatives from the various bargaining units in the District to develop a uniform method of calculating leave time. The committee shall begin deliberations no later than sixty (60) days after the ratification of this Agreement by both parties and a recommendation to the District Superintendent shall be rendered no later than sixty (60) days after the commencement of said committee meetings. There shall be no compensation for participating on the committee.

Should the committee fail to issue a recommendation within the time constraints noted above, the parties agree that leave time will be deducted on an hour by hour basis including leave used for inclement weather calculated on a 7.5 hour work day.

#### I. Child Care and Adoption Leaves

1. A unit member will be granted a child care leave provided that the unit member gives at least ninety day (90) notice in writing prior to the commencement of the leave. Such notice is to be provided so the District will have the opportunity to obtain a qualified substitute. The written request for child care leave shall include the date when the leave is to commence as well as the anticipated date of return from the leave. The child care leave shall be for a period of up to one year commencing from the date the leave is taken. The District Superintendent and Board of Education may consider an additional extension not to exceed a total of one year. Return from a child care leave must occur with a two-month notification to the District of the desired date of return from child care leave. Upon written notice to the District Superintendent, the two-month notice may be waived at the discretion of the District Superintendent. The unit member will be reinstated to one's original position if available, or if not, in a comparable position without reduction in salary. The individual will have the option of continuing dental and health insurance coverage during the child care leave period, through COBRA. There is no accrual of seniority while on unpaid leave.

2. Any disabilities resulting from, or contributed to, by pregnancy related causes or recovery, are for all job related purposes, temporary disabilities and will be treated as such under the guidelines of health, sick leave, or disability as applicable under a physician's written approval and/or verification. There is no accrual of seniority while on unpaid leave.
3. A leave of absence shall be available upon request for a period not to exceed one year to a unit member adopting a child. The District Superintendent and Board of Education may consider an additional one (1) year extension. All conditions of child care leave shall apply. However, it is understood the leave may commence sooner than the ninety (90) days provided that sufficient verification of such adoption that the leave is a necessary condition of the adoption. If such an emergency time frame occurs, it is understood that the unit member will make every effort to assist in the transition. A maximum of two (2) days with pay may be taken for the legal proceedings associated with the adoption of a child. Before resorting to days under this, the unit member must have exhausted the appropriated personal and vacation leave. There is no accrual of seniority while on unpaid leave.

## ARTICLE 21: ATTENDANCE AT CONFERENCES

Subject to budgetary constraints, upon a showing of value to the District, and upon reasonable advance notice in writing, the District Superintendent or his/her designee may grant a unit member one or more days of leave, without charge to other leave credits, for the purpose of attending a conference or workshop and the payment of reasonable and necessary expenses for attendance at such conference or workshop.

## ARTICLE 22: INCLEMENT WEATHER/SNOW DAYS

1. The decision to close the District shall be made by the District Superintendent when inclement weather or other emergencies make conditions too hazardous to get to work.
2. 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, Website posting, and any local media networks such as TV or Radio.
3. When the District is closed due to inclement weather, unit members will be paid their regular daily rate without deduction of any contractual leave time. Unit members who have taken any leave time that falls on a day that the District is closed shall have their leave time reinstated.
4. When the District is open but inclement weather makes it hazardous for unit members to get to work then the unit member may use personal or vacation leave time to their credit. No unit member shall be required to drive through any area that is in a travel-related "State of Emergency" to get to work.
5. When school districts are closed due to inclement weather and District offices remain open, unit members may arrive at the announced office opening time for all office personnel. They will not be charged their personal or any leave time for arriving at that time.
6. If Ulster BOCES is closed, but a unit member has an appointment at a district or location that remains open, the unit member does not need to attend that meeting.

## ARTICLE 23: ASSOCIATION USE OF FACILITIES

- A. The District will provide an area at each BOCES building where unit members are located so that items pertinent to unit members can be posted.
- B. Organizational meetings may be conducted on school property.
- C. Use of District communication systems for union business is permitted.
- D. The District will supply electronic copies (i.e. pdf format) of the Collective Bargaining Agreement to each unit member at District expense.

## ARTICLE 24: DISCIPLINARY PROCEDURES

Those unit members who have a right to a hearing pursuant to Section 75 of the Civil Service Law shall be entitled to such hearing with the following supplementations. The hearing officer shall be an arbitrator and a member of the National Academy of Arbitrators. The arbitrator/hearing officer shall be jointly selected by the District and the Association in accordance with the procedures of the American Arbitration Association (“AAA”) which shall manage communications during the selection process. If the parties cannot agree on a mutually agreeable arbitrator/hearing officer, then the selection of the arbitrator/hearing officer shall be in accordance with the rules of the AAA. The arbitrator/hearing officer selected in accordance with the above process shall be deemed to be designated by the Board of Education to conduct the hearing and the findings and recommendations of the arbitrator/hearing officer shall be advisory only. The filing fees of the AAA will be split equally between the District and the Association. Apart from these supplementations all of the other procedural attributes of Section 75 of the Civil Service Law shall be applicable.

## ARTICLE 25: GRIEVANCE PROCEDURE

- A. A grievance is a dispute involving the interpretation, meaning, and/or application of any of the terms of this Agreement. All grievances shall be submitted in writing on a form approved by the parties. See Appendix B “Grievance Form”.
- B. The grievance shall be deemed waived unless it is submitted within 30 business days after the aggrieved party knew or should have knowledge of the alleged facts forming the alleged grievance.
- C. The District and the Association will facilitate any investigation that may be required regarding the grievance and shall make available any and all material and relevant documents, communications and records concerning the grievance.
- D. The aggrieved unit member shall have the right of representation at all stages of the grievance procedure.
- E. In any grievance brought by a unit member or group of unit members, the unit shall be notified of all meeting dates should they occur and given copies of materials should they be considered or referenced in any decision prior to Stage 4.
- F. No interference, coercion, restraint, discrimination or reprisal of any kind at any time will be taken by the district or a staff member against the unit or any other participant in the grievance procedure.
- G. Failure by the District to submit its decision(s) in the time limit set forth herein shall construed as a denial of the grievance and the grievance may be appealed to the next stage. Failure of an aggrieved unit member to appeal or take such action in the time limit set forth herein shall be deemed a waiver of the grievance.
- H. Grievances shall be submitted at the lowest possible stage where relief maybe granted.
- I. Either party may request to the other party, an extension of the time permitted to respond at any level.



## PROCEDURE

- A. Stage 1: An informal meeting takes place between the aggrieved unit member and the most appropriate direct supervisor. The supervisor will render a written decision within 10 business days of the meeting.
- B. Stage 2: Within 10 business days of an unfavorable Stage 1 decision, the grievance may be presented in writing to the District Superintendent who shall render a written decision within 10 business days of receipt of the grievance.
- C. Stage 3: Within 10 business days of an unfavorable Stage 2 decision, the grievance may be presented in writing to the Board of Education which shall render a decision within 30 business days following its receipt of the written appeal.
- D. Stage 4:
  - 1. In the event that the decision at Stage 3 has failed to resolve the dispute to the satisfaction of the Association, it may appeal to arbitration by filing a demand for arbitration upon the District Superintendent within 10 business days of receipt of the Stage 3 decision.
  - 2. The demand for arbitration shall identify the issue(s) that shall be submitted to arbitration and specific section or sections of this agreement that the Association claims have been violated. The demand for arbitration may not add to the issues previously considered at Stages 1 or 2.
  - 3. Ulster BOCES and the Association will select a mutually agreeable arbitrator in accordance with the procedures of the American Arbitration Association. If the parties cannot agree on a mutually agreeable arbitrator, then the selection of the arbitrator shall be in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted under the then current voluntary arbitration rules of the American Arbitration Association except that the American Arbitration Association and/or the arbitrator cannot set the place of hearing.
  - 4. All arbitration hearings shall be held in New Paltz, New York or another location agreed to by the District and the Association in writing.
  - 5. The cost of the services of the arbitrator will be shared equally between the District and Association.
  - 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.
  - 8. Only the Association may bring a grievance to the fourth stage.

## ARTICLE 26: PAYMENTS UPON SEPARATION OF SERVICE

- A. Unit members who separate from Ulster BOCES shall be entitled to payment for any earned unused vacation days at their per diem rate (calculated as 1/240<sup>th</sup> of annual salary.) Payment shall be made in the form of a non-elective employer contribution into an IRC Section 403b account.
- B. Unit members laid off due to staff reduction shall be compensated for accrued unused sick days at \$50.00/day in the form of a non-elective employer contribution into an IRC Section 403b account. However, such days for which payment is made shall not be recoverable in the case of recall.
- C. Unit members laid off due to staff reduction shall be able to liquidate accrued, unused vacation days at the rate of 1/240 of annual salary, which payment shall be in the form of a non-elective employer contribution into an IRC Section 403b account. However, such days for which payment is made shall not be recoverable in the case of recall.

- D. Unit members returned to work after receiving payment as described above will begin accruing sick days at the rate of 1.33 days per month and vacation days at the rate at which they separated from the District.

#### ARTICLE 27: WORKERS' COMPENSATION

If a unit member is injured on the job, he/she will be paid his/her full salary charged to sick leave accruals. When sick leave has been depleted, and if the unit member is a member of the sick bank, additional days may be granted at the discretion of the sick bank committee. Any claim paid to the unit member from the Workers' Compensation Board shall be returned to District (or the Sick Bank in days), except for medical claims.

#### ARTICLE 28: EMPLOYEE ASSISTANCE PROGRAM

The District shall have the right to establish an Employee Assistance Program. Employee participation in the program shall be voluntary.

#### ARTICLE 29: TERMS SUBJECT TO GOVERNMENTAL RULING

If any of the terms of this Agreement are in violation of applicable State and Federal Law or rulings of any State or Federal agency having jurisdiction in such matter, then only that portion of this Agreement specifically affected by such laws or rulings shall become superseded, and the balance of the Agreement shall remain in full force and effect in accordance with the terms of this Agreement. If any section of this Agreement is deemed unenforceable, the parties will, upon fifteen day notice from either party, meet to rectify the impact of the change.

#### ARTICLE 30: INDEMNIFICATION

The Board of Education agrees to protect unit members from financial loss arising out of claims, demands, suits, or judgments by reason of alleged negligence, provided the unit member was, at the time in question, acting within the scope of employment or as authorized by the school authorities. A unit member who wishes to avail oneself of this protection must deliver to the Clerk of the Board of Education within five (5) days of the time one is served the original copy of the summons, complaint, process, notice, demand or pleading.

#### ARTICLE 31: NO STRIKE PLEDGE

The Association hereby affirms that it does not assert the right to strike against the District, to cause, instigate, encourage, or condone any strike or to impose an obligation on any membership to do the same.

#### ARTICLE 32: DURATION OF AGREEMENT

This agreement shall be effective July 1, 2018, and shall continue in full force and effect through June 30, 2023.



### ARTICLE 33: NEGOTIATION OF A SUCCESSOR AGREEMENT

At the request of either party, negotiations for a successor agreement will commence no later than March, prior to the expiration of the contract.

### ARTICLE 34: FINAL/COMPLETE AGREEMENT

This agreement constitutes the entire agreement between the District and the Association.

This agreement may be amended or supplemented only by further written agreement between the parties. All terms and conditions or employment not covered by the agreement, shall continue to be in full force and effect, shall be subject to the District's direction and control and shall not be the subject of negotiations until the commencement of a successor to this agreement.

This Agreement was duly approved and ratified by the Ulster BOCES Management Association on April \_\_\_\_, 2020 and the Ulster County Board of Cooperative Educational Services on April \_\_\_\_, 2020 and that approval and ratification is indicated by the presence of the signatures below.

ULSTER COUNTY BOARD OF  
COOPERATIVE EDUCATIONAL SERVICES

ULSTER BOCES  
MANAGEMENT ASSOCIATION

BY: \_\_\_\_\_  
Dr. Charles Khoury  
District Superintendent

BY: \_\_\_\_\_  
Noelle Zamow  
Unit President

# APPENDIX A: Ulster BOCES Employees' Sick Bank

## I. MEMBERSHIP STATEMENT

This policy covers employees who are classified as follows:

- Ulster BOCES United Employees (“UBUE”)
- Ulster BOCES Management Association (“Association”)
- Service Personnel
- Service Professionals
- Service Coordinators
- Service Administrators (“collectively referred to as “Service employees”)

## II. PURPOSE

The Sick Bank has been created through the contribution of sick leave **by** employees of the UBUE, ASSOCIATION, and Service Employee Classifications **for** fellow UBUE, ASSOCIATION, and Service employees who are experiencing extensive loss of time due to illness, accident or recuperation. It is expected that the beneficiaries of Sick Bank benefits will return to work and are **not** permanently disabled to the extent that their disability cannot be accommodated. The Sick Bank is funded solely by and for employees in the above listed classifications who choose to participate and meet the eligibility requirements to participate.

## III. ELIGIBILITY

### A. Current Employees

- a. Current employees shall either have already contributed one (1) day of unused sick leave to the existing Sick Bank or will be eligible, during a special "Open Enrollment" period to join the Sick Bank by contributing one day of unused sick leave to the Sick Bank.
- b. The special enrollment period will be held prior to the implementation of this policy to give all interested current employees an opportunity to join the Sick Bank without having to meet the one (1) year service requirement that will be enforced once this policy is activated.

### B. New Employees

- a. New employees may join the Sick Bank after a minimum of one (1) year of service at Ulster BOCES by donating one (1) day of their accumulated sick leave days during the annual open enrollment periods which shall be September 1 through September 30 and March 1 through March 31 annually.
- b. The Sick Bank year shall be October 1 through September 30. Employees hired after September 30 will be eligible to participate in the Sick Bank after one (1) full Sick Bank year has passed.
- c. At the time of initial hire a form will be given to each new employee stating the date of their eligibility for membership. The new hire may elect to join the Sick Bank at the time

of hire by signing the *Enrollment Contribution* form or wait until the Open Enrollment period after the eligibility date for membership has past.

- d. If an *Enrollment Contribution* form has been signed the Personnel Department will deduct one (1) accumulated sick leave day from the employee's sick day accrual on the date they are eligible for membership.
- e. It is the employee's responsibility to notify the Personnel Department in writing if they decide not to participate in the Sick Bank and they signed an Enrollment Contribution form at the time of hire. This notification must be received prior to their enrollment eligibility date.
- f. Once membership has been established Sick Bank members shall waive the right to reclaim days contributed.
- g. Applications for new membership must be submitted during the open enrollment periods of September 1 through September 30 and March 1 through March 30 annually.

#### IV. ADMINISTRATION

- A. The Sick Bank shall be administered by a *Sick Bank Committee* consisting of one (1) member of the UBUE, (1) member of the ASSOCIATION , and (1) member of the service employees group and two (2) administrators , all of whom will be appointed by the District Superintendent.
- B. The District Superintendent will be responsible for establishing the nominating procedure and implementing it.
- C. The UBUE member, ASSOCIATION member, and service employee will be appointed from a list of nominees who have been recommended by the Sick Bank membership.
- D. Each appointed committee member will serve a three (3) year term.
- E. The District Superintendent shall appoint or reappoint committee members prior to November 1 the year in which appointments expire.
- F. If, after appointment, any appointee becomes unable or unwilling to serve, the District Superintendent will appoint someone to serve out the remainder of the appointee's term.
- G. The Assistant Superintendent for Administration will act as the Executive Director for the Sick Bank Committee. This administrator will compile all necessary paperwork, organize all meetings but will not have voting rights.
- H. The Sick Bank Committee will act on requests made to the Sick Bank in a timely manner.
- I. The Sick Bank Committee is authorized to develop rules and regulations regarding its procedures provided they are in accordance with this policy and are approved by the District Superintendent.

#### V. REQUIREMENTS FOR APPLICATION OF BENEFITS

- A. The applicant must prove need to the Sick Bank Committee for extensive loss of time as a result of illness, accident, or recuperation. Maternity leave and any other Family Medical Leave situation will not qualify for benefits under this policy.  
An application for Sick Bank benefits that is related to a Workers' Compensation claim will be considered in the same manner as all other eligible cases, with the exception that any reimbursements for lost wages received by Ulster BOCES from Workers ' Compensation will first be used to restore the Sick Bank and the remainder, if any, will be credited to the employee.

- a. A completed application form supported by a physician's statement must be submitted to the Sick Bank Committee. The Committee, at its discretion, can require additional information from the applicant's physician and/or request an independent medical examination conducted by or under the direction of the school physician. The decision of the Sick Bank Committee shall be final.
- B. To be eligible to receive Sick Bank days the member's accumulated sick leave days must be exhausted and a two (2) week deductible period must have been met. *[The two (2) week deductible period is defined as ten (10) continuous workdays of absence due to illness, accident or recuperation, whether sick leave is paid or unpaid.]*
- C. The two (2) week deductible time period shall be applied to each illness that is submitted to the Sick Bank Committee for consideration.

## VI. BENEFITS

- A. The Sick Bank Committee shall grant a maximum number of Sick Bank days to members whose applications are approved and who meet the following criteria:
  - a. 1-3 continuous\* years of employment – maximum 10 days per illness/accident/recuperation
  - b. 4-5 continuous\* years of employment - maximum 20 days per illness/accident/recuperation
  - c. 6-10 continuous\* years of employment - maximum 30 days per illness/accident/recuperation
  - d. 11-15 continuous\* years of employment - maximum 50 days per illness/accident/recuperation
  - e. 16+ continuous\* years of employment - maximum 75 days per illness/accident/recuperation
- B. Continuous employment shall be calculated from the employee's date of hire through the *date the Sick Bank Application form is received in the office of Executive Director of the Sick Bank . Unpaid Leave of Absence up to one (1) year will be counted as continuous employment.*
- C. *There is no entitlement by members to the above schedule of benefits that exceed the actual days in the Sick Bank . The Sick Bank is null and void when the Sick Bank is depleted to twenty (20) days.*

## VII. CARRYOVER OF DAYS

All days that remain in the Sick Bank on September 30 shall be carried over into the following Sick Bank year up to a maximum of 2 ½ times the Sick Bank membership on that date.

## VIII. RENEWAL OF DEPLETED SICK BANK

- A. When the Sick Bank is depleted to twenty (20) days prior membership by all participants becomes null and void. One (1) unused sick day must be contributed by all employees who wish to remain members of the Sick Bank. If the Sick Bank has been exhausted no one will be eligible for benefits until it has been replenished by the participating membership.

- B. Sick Bank members who are receiving benefits at the time the Bank is depleted shall remain eligible for their approved benefits as listed above or until the Sick Bank's days are exhausted . In order to continue membership in the Sick Bank these employees must donate one (1) sick day upon receipt of the employee's annual sick day allotment. A form authorizing this donation will be signed at the time the Sick Bank is being replenished by the Sick Bank membership.

## IX. DONATION OF SICK DAYS

Members who are separating from their employment at Ulster BOCES or have reached the maximum sick leave accrual of 200 days, may donate their unused or excess sick leave days to the Sick Bank. A form must be completed authorizing this option.

APPENDIX B – GRIEVANCE FORM

**STAGE 1**

TO BE COMPLETED BY GRIEVANT OR HIS/HER REPRESENTATIVE

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Work Location: \_\_\_\_\_ Program Director: \_\_\_\_\_

State all provisions of Agreement involved:

Article(s): \_\_\_\_\_ Section(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Occurrence: \_\_\_\_\_

Statement of Facts (use additional sheets if necessary): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date Submitted

\_\_\_\_\_  
Aggrieved Unit Member

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Program Director

**STAGE 1 – DECISION**

Date Grievance Received: \_\_\_\_\_

Decision (use additional sheets if necessary): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date Decision Issued

\_\_\_\_\_  
Program Director's Signature

**STAGE 2 – APPEAL**

To be submitted to the District Superintendent within ten (10) business days of receipt of Stage 1 – Decision or date Stage 1 – Decision was due, whichever is earlier.

**The decision at Stage 1 of the grievance is unsatisfactory.**

**Short statement of the grievance:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**State all provisions of Agreement involved:**

**Article(s):** \_\_\_\_\_ **Section(s):** \_\_\_\_\_  
\_\_\_\_\_   
\_\_\_\_\_

**Remedy Sought:** \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ **Date Submitted** \_\_\_\_\_ **Aggrieved Unit Member** \_\_\_\_\_

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**STAGE 2 – DECISION**

**Date Appeal Received:** \_\_\_\_\_

**Decision (use additional sheets if necessary):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ **Date Decision Issued** \_\_\_\_\_ **District Superintendent or Designee** \_\_\_\_\_

**STAGE 3 – APPEAL**

To be submitted to the Board of Education within ten (10) business days of receipt of Stage 2 – Decision or date Stage 2 – Decision was due, whichever is earlier.

**The decision at Stage 2 of the grievance is unsatisfactory.**

**The following issues are unresolved:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ **Date Submitted**                      \_\_\_\_\_ **Aggrieved Unit Member**

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**STAGE 3 – DECISION**

**Date Appeal Received:** \_\_\_\_\_

**Decision (use additional sheets if necessary):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ **Date Decision Issued**                      \_\_\_\_\_ **Board of Education**



**STAGE 4 – APPEAL**

To be submitted to the District Superintendent within ten (10) business days of receipt of Stage 3 – Decision or date Stage 3 – Decision was due, whichever is earlier.

**The decision at Stage 3 of the grievance is unsatisfactory.**

**The Ulster BOCES Management Association demands arbitration on the following issues:**

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**State all provisions of Agreement involved:**

<b>Article(s):</b> _____	<b>Section(s):</b> _____
_____	_____
_____	_____

**Remedy Sought:** \_\_\_\_\_

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_____ <b>Date Submitted</b>	_____ <b>Authorized Signature of Ulster BOCES Management Association</b>
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