

MEMORANDUM OF AGREEMENT

between

Ulster County BOCES

and

Ulster BOCES Management Association

(Contract Agreement – July 1, 2023 – June 30, 2028)

MEMORANDUM OF AGREEMENT dated this 10th day of July, 2023, by and between the negotiating representatives of the BOARD OF EDUCATION OF THE ULSTER BOCES (hereinafter referred to as the "BOCES") and the negotiating representatives of the ULSTER BOCES MANAGEMENT ASSOCIATION (hereinafter referred to as the "Association").

1. GENERAL

- A. The labor contract between the parties for the period July 1, 2018 through June 30, 2023 (hereinafter referred to as the "Contract") expires on June 30, 2023. The parties herewith agree that said Contract shall be modified effective as of July 1, 2023, to the extent set forth herein, as a result of their collective bargaining for a successor agreement to the expiring Contract.
- B. Except for changes to the Contract expressly set forth herein and changes in the language of the Contract made necessary by this Memorandum of Agreement (hereinafter referred to as the "Agreement"), the provisions of said Contract shall remain unchanged. Text highlighted in "red" is set forth as precise contract language to be inserted as is set forth in this Agreement into the parties' formal labor contract.

2. CONTINGENCIES

This Agreement is subject to formal ratification by the Board of Education and the membership of the Association. The aforesaid ratification votes by the Association's membership and the Board of Education shall occur within thirty (30) days of execution of this Agreement. If either party fails to ratify this Agreement or fails to act within the aforesaid thirty (30) day period, this Agreement shall be of no further force and effect and shall be null and void. Notwithstanding the foregoing, each party's negotiating representatives shall urge their respective principals to ratify this Agreement within the timeframe set forth herein.

3. AGREEMENT

A. DURATION

The Contract shall be modified to provide for a contract term effective July 1, 2023 through and including June 30, 2028. The parties' Contract shall be modified throughout, as appropriate, to reflect this revised term of the agreement.

B. 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, Student Support Services Manager, **and Coordinator, Customer Support.**

C. ARTICLE 8: LONGEVITY PAYMENTS

Delete this Article in its entirety.

~~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 1st irrespective of anniversary date. As to employees hired after December 31 of any school year, all longevity payments will be paid July 1st 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.~~

D. ARTICLE 10: TUITION REIMBURSEMENT

Add New Language – Delete Old Language

A. Unit members will be entitled to a 50% reimbursement towards tuition up to a maximum of 12 undergraduate/graduate credits (exclusive of fees) per year at the SUNY tuition rate for courses approved by the District Superintendent or their designee, provided that the course and/or the degree program is relevant and applicable to the member's current position at Ulster BOCES or the BOCES agency as solely determined by the District Superintendent or their designee. Courses that meet the following requirements shall be approved.

1. The coursework is scheduled outside of working hours.
2. The unit member must receive prior approval from the District Superintendent or their designee.
3. The unit member must submit evidence of successful completion of the course(s) prior to reimbursement.
4. Unit members receiving reimbursement under this provision agree not to resign their position at Ulster BOCES to accept other employment, for a period of two years from the ending date of the course. Unit members who voluntarily resign from their position at Ulster BOCES before the expiration of the two-year period agree to refund to Ulster BOCES any and all tuition reimbursement payments received for coursework where the two-year threshold was not met. Such payments shall be deducted from any final salary payments to the extent possible.
5. Unit members who are excessed or terminated due to layoff shall be exempt from refunding Ulster BOCES for tuition reimbursement payments received for coursework where the two-year threshold was not met.

~~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.~~

F. ARTICLE 14: HIRING

~~Delete this Article in its entirety.~~

~~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.~~

G. ARTICLE 15: HEALTH INSURANCE BENEFITS COVERAGE

A. HEALTH INSURANCE

1. Unit members hired on or before December 1, 2018: The District shall continue to contribute toward the cost of health insurance, as per Table 1 and Table 2 below, to cover the unit member and his/her eligible dependents in one of the following plans while the unit member is in active service; Empire Alternative PPO, Empire EPO 20, or MVP.

2. Unit members hired on or after December 1, 2018, shall be limited to only the DEHIC EPO20 health Insurance plan at the contribution rates set forth in Table 2 below. Such unit members shall have the option of participating in any of the other Health Insurance plans offered by the BOCES by paying the dollar cost difference between their required contribution to participate in the DEHIC EPO20 and the total premium of the other health insurance plan. The unit member's contributions shall be made with pre-tax salary dollars.

Table 1: MVP and DEHIC Alt PPO for Unit Members Hired prior to December 1, 2018

	School Year 2023-2024	School Year 2024-2025	School Year 2025-2026	School Year 2026-2027	School Year 2027-2028
Effective Date	July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027
BOCES Premium Contribution	84%	83%	82%	82%	82%
Unit Member's Premium Contribution	16%	17%	18%	18%	18%

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

	School Year 2023-2024	School Year 2024-2025	School Year 2025-2026	School Year 2026-2027	School Year 2027-2028
Effective Date	July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027
BOCES Premium Contribution	86%	85%	85%	85%	85%
Unit Member's Premium Contribution	14%	15%	15%	15%	15%

3. For the terms of the contract, unit members hired prior to July 1, 2023, in recognition of their increased level of contribution (percent increase) to the cost of health insurance premiums, will receive the equivalent dollar amount of the percent increase to their premium contribution for the cost of health insurance as a one-time payment for the 2023-2024, 2024-2025, and 2025-2026 school years. The adjustment shall be paid in the last payroll of each school year listed above.
- ~~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.~~

B. Health Insurance Upon Retirement

2. Unit members hired on or after July 1, 2012 through ratification of the 2023-2028 contract (Add date once ratified)

Language remains the same.

3. Unit members hired on or after Ratification of the 2023-2028 Contract (Add date once ratified)

- a. For unit members hired on or after ratification of the 2023-2028 contract (add date), 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 ratification of the 2023-2028 contract (add date), 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 80% District covered individual or family Health Insurance coverage, for the life of the unit member. (The District pays 80% of the premium. The unit member pays 20% of the premium.)

- c. Shall not be entitled to reimbursement for Medicare Part B payments.

I. ARTICLE 16: IRS 125 FLEXIBLE SPENDING ACCOUNT

Add New Language - Delete Old Language

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

~~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.~~

J. ARTICLE 18: COMPENSATION

Add New Language - Delete Old Language

- A. Effective July 1, 2023, the newly created salary schedules will be implemented. Current unit member will be placement on the schedule, as per mutual agreement between the BOCES and the UBMA leadership team.

Managers (Schedule A)

Coordinator, Customer Support (Schedule B)

- B. Using the 2023-2024 Salary Schedule as a base, the salary schedule shall be increased by the following percentages during the term of this agreement:

2024-2025 – 1.45%

2025-2026 – 1.45%

2026-2027 – 1.45%

2027-2028 – 1.45%

- C. After Step 20, unit members will receive a longevity increase of 1.45%

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

~~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.~~

K. ARTICLE 20: LEAVE OF ABSENCE

B. Catastrophic Illness Sick Leave Bank – Add New Policy Language

Please see Appendix A “Catastrophic Illness Sick Leave Bank Policy”

D. Personal Leave

Add New Language – Delete Old Language

1. Three (3) days per year may be taken without reason for personal business matters that cannot be taken care of outside regular working hours. Personal leave shall not be available for days immediately preceding or following a vacation, holiday or another personal day, except with approval by the unit member’s direct supervisor.
 2. Any unused Personal Leave will be added to Sick Leave accruals at the end of each school year.
- ~~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.~~

F. Vacation Leave – Add New #4

4. Up to two (2) unused vacation days may be carried over into the next school year.

H. Calculation of Time

Delete this clause in its entirety.


~~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.~~

3. **EXECUTION:**

As indication of acceptance of this Agreement, the following signatures have been duly authorized.

ULSTER BOCES

By: 
DR. JONAH SCHENKER
District Superintendent

7/10/23
DATE

ULSTER BOCES MANAGEMENT ASSOCIATION

By: 
NOELLE ZAMOW
UBMA President

7/10/2023
DATE