



**COLLECTIVE BARGAINING  
AGREEMENT**


**BETWEEN**

**ULSTER COUNTY BOARD OF COOPERATIVE  
EDUCATIONAL SERVICES**

**AND**

**ULSTER BOCES  
ADMINISTRATORS' ASSOCIATION**

**JULY 1, 2022 – JUNE 30, 2025**



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## **ARTICLE 1: PREAMBLE**

The Ulster County Board of Cooperative Education Services (BOCES) hereinafter called the District and administrative employees of the Ulster County BOCES (Administrators or unit members) as enumerated in Article 2, represented by the Ulster BOCES Administrators' Association (Association) and the Chief Executive Officer of the District (District Superintendent) and the Association enter into this 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 Ulster BOCES Administrators' Association (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 certified Principals, Assistant Principals, Supervisors, Coordinators, and Instructional Specialists (unit members). (See Appendix A for titles.)

## **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: MANAGEMENT RIGHTS**

- A. Except as provided by statute, it is agreed that the administration of Ulster BOCES and the directing of the working forces are solely and exclusively the function and prerogative of the District. All the rights, functions, and prerogatives of the District and the exercise thereof, which are not expressly modified by one or more specific provisions of this Agreement are reserved and retained exclusively by and to the District.
- B. The Association recognizes that all matters pertaining to the policies that affect the management and operation of the school system, including its educational and fiscal affairs, are the basic responsibility of the District pursuant to the Education Laws of the State of New York except as these policies are modified by the terms of this Agreement.

## **ARTICLE 5: PAYROLL/PAYROLL DEDUCTIONS**

- A. Payroll deductions may be used for dues payment to professional associations.
- B. All administrators will be paid on a bi-monthly schedule. All payments will be electronically deposited into an account or accounts (maximum of 2) of the administrators' choosing. All administrators will be given access to the WinCap system through which they can retrieve all payroll documentation. The district will discontinue the issuance of all paper correspondence relative to payroll except those that are required by law or at the direction of the District auditors.

## **ARTICLE 6: TAX SHELTERED ANNUITIES**

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

## **ARTICLE 7: 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 Unit President.

## **ARTICLE 8: WORK YEAR**

A. The work year for 12-month unit members will consist of 246 days which shall commence work on July 1<sup>st</sup> and their last day of the work year shall be June 30<sup>th</sup>. The work year for 12-month employees will include fifteen (15) paid holidays. Paid holidays shall be designated as follows.

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Juneteenth (when it falls on any day Sunday through Friday inclusive unless it is being recognized on the Friday before a Saturday holiday)\*
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans Day
10. Thanksgiving Day
11. The day after Thanksgiving
12. Christmas Eve Day
13. Christmas Day
14. New Year's Eve Day

### \*Juneteenth

- a. When Juneteenth falls on a Saturday and it is not being recognized in the BOCES calendar as a holiday on the preceding Friday for a Saturday occurrence: two (2) additional days to be determined by the District Superintendent after consultation with the Association President.
- b. When Juneteenth falls on a Saturday and it is being recognized in the BOCES calendar as a holiday on the preceding Friday: one (1) additional day to be determined by the District Superintendent after consultation with the Association President.
- c. When Juneteenth falls on any day Sunday through Friday inclusive: one (1) additional day to be determined by the District Superintendent after consultation with the Association President.

B. The work year for 11-month unit members will consist of 226 days which shall commence with twenty days during the summer months of July and August and daily during the period September 1<sup>st</sup> through June 30<sup>th</sup>. The work year for 11-month employees will include fourteen (14) paid holidays. Paid holidays shall be designated as follows.

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Juneteenth (when it falls on any day Sunday through Friday inclusive unless it is being recognized on the Friday before a Saturday holiday)\*
6. Labor Day
7. Columbus Day

8. Veterans Day
9. Thanksgiving Day
10. The day after Thanksgiving
11. Christmas Eve Day
12. Christmas Day
13. New Year's Eve Day

\*Juneteenth

- a. When Juneteenth falls on a Saturday and it is not being recognized in the BOCES calendar as a holiday on the preceding Friday for a Saturday occurrence: two (2) additional days to be determined by the District Superintendent after consultation with the Association President.
- b. When Juneteenth falls on a Saturday and it is being recognized in the BOCES calendar as a holiday on the preceding Friday: one (1) additional day to be determined by the District Superintendent after consultation with the Association President.
- c. When Juneteenth falls on any day Sunday through Friday inclusive: one (1) additional day to be determined by the District Superintendent after consultation with the Association President.

A. The work year for 10-month unit members will consist of 205 days which shall commence work on September 1<sup>st</sup> and their last day of the work year shall be June 30<sup>th</sup>. The work year for 10-month employees will include fifteen (14) paid holidays. Paid holidays shall be designated as follows.

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Juneteenth (when it falls on any day Sunday through Friday inclusive unless it is being recognized on the Friday before a Saturday holiday)\*
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans Day
10. Thanksgiving Day
11. The day after Thanksgiving
12. Christmas Eve Day
13. Christmas Day
14. New Year's Eve Day

\*Juneteenth

- d. When Juneteenth falls on a Saturday and it is not being recognized in the BOCES calendar as a holiday on the preceding Friday for a Saturday occurrence: two (2) additional days to be determined by the District Superintendent after consultation with the Association President.
- e. When Juneteenth falls on a Saturday and it is being recognized in the BOCES calendar as a holiday on the preceding Friday: one (1) additional day to be determined by the District Superintendent after consultation with the Association President.
- f. When Juneteenth falls on any day Sunday through Friday inclusive: one (1) additional day to be determined by the District Superintendent after consultation with the Association President.

- D. The position titles encompassing 12-month, 11-month, and 10-month unit members shall be appended to this agreement. (Appendix A)

#### **ARTICLE 9: LONGEVITY PAYMENTS**

- A. Upon the completion of one (1) year and through the completion of four (4) years at the maximum step (15) of the position-specific salary guide, the unit member's base salary for that year shall have 1% of the prior year's base salary added to the Step 15 listed salary for that year.
- B. Upon the completion of five (5) years and through the completion of nine (9) years at the maximum step (15) of the position-specific salary guide, the unit member's base salary for that year shall have 1.5% of the prior year's base salary added to the Step 15 listed salary for that year.
- C. Upon the completion of ten (10) years and beyond at the maximum step of the position-specific salary guide, the unit member's base salary for that year shall have 2% of the prior year's base salary added to the Step 15 listed salary for that year.

#### **ARTICLE 10: BUSINESS TRAVEL REIMBURSEMENT**

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

#### **ARTICLE 11: TUITION REIMBURSEMENT**

- A. Unit members will be entitled to a 50% reimbursement toward tuition up to a maximum of 12 graduate credits (exclusive of fees) per year at the SUNY graduate 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 administrator's current position at Ulster BOCES or to the BOCES as an agency as solely determined by the District Superintendent or designee. Courses that meet these requirements shall be approved.
- B. Unit members receiving reimbursement under this provision shall agree not to resign their position in the district to accept other employment, for a period of two years from the ending date of the course. Unit members who voluntarily resign their position in the district before the expiration of the two-year period shall agree to refund to the district, 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.
- C. Unit members who are excessed or terminated due to layoff shall be exempt from refunding the District tuition reimbursement payments received for coursework where the two-year threshold was not met.

#### **ARTICLE 12: ASSOCIATION BUSINESS DAYS**

- A. The Association President or their designee, shall be entitled to five (5) leave days per year to conduct Association business.
- B. Such days shall be requestd using MyLearning Plan or other District approved form.

### **ARTICLE 13: PERSONNEL FILES**

- A. Upon two (2) work day prior notice, Administrators 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 Administrator making the request and the District Superintendent or designee.
- B. Within ten (10) days of inspection, the Administrator shall have the right to add statements or responses to the file in connection with any matters therein contained.
- C. Copies of any materials, with the exception of pre-employment references, shall be provided to the Administrator in advance of being placed in that individual's personnel file at no cost.
- D. The Administrator shall sign the Personnel Access File Log for each instance upon review of their file.
- E. 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.

### **ARTICLE 14: EVALUATIONS**

- A. The District and the Association shall meet as prescribed by law and Commissioner Regulations to determine the process of unit member evaluations. The form of such evaluation shall be reduced to writing as required by law and Commissioner Regulations, and shall be distributed to all unit members annually in an electronic format.
- B. Those Association members who are Building Principals as defined in Education Law §3012 (d) will be evaluated in accordance with the District's approved APPR Plan adopted pursuant to such law and regulations. Those Association members who are not building principals as defined in Education Law §3012(d) will be evaluated using the format of evaluation in use for these positions during the 2012 – 2013 school year (Appendix B). They will not be required to change to an alternate evaluation process. Individual unit members and the District Superintendent or their designee may cooperatively work out an alternate method of observation and evaluation provided that the District and Association approve each proposed alternate method.
- C. The District Superintendent or designee will evaluate unit members.
- D. Tenured unit members will receive a written evaluation in narrative form at least once per year.
- E. Non-Tenured unit members will receive a written evaluation in narrative form at least twice per year.
- F. The District Superintendent or designee may establish additional conferences with the unit member, non-tenured or tenured, as needed. The unit member may also request additional conferences with the District Superintendent or designee with reasonable time frames for both parties. The written evaluation should be preceded by a conference between the unit member and the District Superintendent or designee. The unit member may attach a statement to the evaluation that will be part of the official record and personnel folder. When a unit member's performance does not meet expectations, the District Superintendent or designee may develop a plan for improvement. The Improvement Plan shall include, but need not be limited to, identification of needed areas of improvement, a timeline for achieving improvement, the manner in which improvement will be



assessed, and, where appropriate, differentiated activities to support a principal's improvement in those areas.

- G. The District Superintendent or designee will supervise the plan for improvement. The evaluation of the unit member's performance under the Plan for Improvement shall be the responsibility of the District Superintendent or designee.

**ARTICLE 15: HEALTH INSURANCE BENEFITS COVERAGE**

A. Health Insurance Coverage Will Be Limited To Approved DEHIC or MVP Plans

- 1. The Board shall provide individual or family coverage for the Board approved health insurance plan(s) while the administrator is active in service to Ulster BOCES.
- 2. Unit members hired after July 1, 2017 shall be limited in their choice of individual or family health insurance plans to DEHIC EPO20. Such member shall have the option of participating in the DEHIC Alt PPO or MVP plan by paying the dollar cost difference between their required contribution to participate in the DEHIC EPO20 plan and the required contribution to participate in the DEHIC Alt PPO or MVP plan.

Effective July 1, 2022, all unit members shall contribute towards their family or individual health insurance coverage according to the following schedule:

- a. DEHIC Alt PPO: 16% of the premium
- b. DEHIC EPO20: 11% of the premium
- c. MVP: 16% of the premium
- d. Unit members shall have the cash value of the premium increase added as a supplemental payment in the final paycheck of the school year. The supplemental payment for unit members hired after July 1, 2017, shall be based on the premium increase relative to the DEHIC EPO 20 individual or family plan.

Effective July 1, 2023, all unit members shall contribute towards their family or individual health insurance coverage according to the following schedule:

- e. DEHIC Alt PPO: 18% of the premium
- f. DEHIC EPO20: 14% of the premium
- g. MVP: 18% of the premium
- h. Unit members shall have the cash value of the premium increase added as a supplemental payment in the final paycheck of the school year. The supplemental payment for unit members hired after July 1, 2017, shall be based on the premium increase relative to the DEHIC EPO 20 individual or family plan.

Effective July 1, 2024, all unit members shall contribute towards their family or individual health insurance coverage according to the following schedule:

- a. DEHIC Alt PPO: 20% of the premium
- b. DEHIC EPO20: 15% of the premium
- c. MVP: 20% of the premium

- d. Unit members shall have the cash value of the premium increase added as a supplemental payment in the final paycheck of the school year. The supplemental payment for unit members hired after July 1, 2017, shall be based on the premium increase relative to the DEHIC EPO 20 individual or family plan.

B. Cash Option for Those Not Covered Under the District's Health Plan

1. Any unit member who is eligible to participate in a District health plan and elects to withdraw from said health plan or anyone who elects to change from a family to a single coverage shall receive annually the sum equal to \$2,400 unless four (4) or more Unit members opt for the buyout then the sum shall increase to \$4,000. This buyout shall be payable to the employee in his/her final paycheck.
2. In the event that due to a "change in life circumstances" such employee finds it necessary to re-subscribe to the original coverage, this will be permitted subject to the rules of the plan, provided that the employee notifies the District in writing within 60 days of the change in circumstances. Said employees shall have the buy-out payment prorated for the period of time for which they withdrew from coverage.
3. A unit member that is required to convert to an individual plan due to family circumstances i.e. Death of a spouse, divorce, or aging out of a dependent, shall not be entitled to payments under this article.

C. Health Insurance Upon Retirement

1. Unit members hired before the August 16, 2013
  - a. Shall after seven (7) years of service as an administrator with Ulster BOCES be entitled to 100% district covered individual or family Health Insurance cover for the life of the unit members.
  - b. And retiring under "a" above shall be entitled to reimbursement of 100% of Medicare Part B payments at the standard premium level. In addition, if the unit member retires under a family plan, the unit member shall be entitled to 100% reimbursement for Medicare Part B payments at the standard premium level, made on behalf of their spouse for the life of the retired unit member.
2. Unit members hired after the August 16, 2013
  - a. Shall after completing 10-14 years of service as an administrator with 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. Shall after completeing 15 or more years of service as an administrator with Ulster BOCES be entitled to 100% district covered individual or family Health Insurance coverage, for the life of the unit member.
  - c. Shall not be entitled to reimbursement for Medicare Part B payments.

D. Dental Insurance

1. The Board shall pay the full cost of family coverage for dental insurance available through the Ulster BOCES Teachers' Organization Benefit Trust.
2. Upon retirement in the New York State Teachers' Retirement System and after seven (7) years of continuous service at Ulster BOCES as an administrator, the Board will contribute ten percent (10%) of the cost of dental insurance. Also, employees meeting the above criteria may opt to use the monetary value of unused sick days towards their share of the dental insurance premium.

**ARTICLE 16: IRS 125 - FLEXIBLE SPENDING ACCOUNT**

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 employee medical contributions and a \$5,000 cap on dependent care contributions unless these caps are reduced 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 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.

**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. Salary Guides (It is important to note that step placement does not represent years of service to BOCES)

1. Principal's Salary Guide

Principal	2022-2023	2023-2024	2024-2025
Step			
1	\$126,762	\$128,600	\$130,465
2	\$128,600	\$130,465	\$132,356
3	\$130,465	\$132,356	\$134,275
4	\$132,356	\$134,275	\$136,222
5	\$134,275	\$136,222	\$138,198
6	\$136,222	\$138,198	\$140,202
7	\$138,198	\$140,202	\$142,234
8	\$140,202	\$142,234	\$144,297
9	\$142,234	\$144,297	\$146,389
10	\$144,297	\$146,389	\$148,512
11	\$146,101	\$148,219	\$150,368
12	\$147,927	\$150,072	\$152,248
13	\$149,776	\$151,948	\$154,151
14	\$151,648	\$153,847	\$156,078
15	\$153,544	\$155,770	\$158,029

2. Assistant Principal's Salary Guide (85.5% of the corresponding step of the Principal guide)

Asst. Principal	2022-2023	2023-2024	2024-2025
Step			
1	\$108,381	\$109,953	\$111,547
2	\$109,953	\$111,547	\$113,165
3	\$111,547	\$113,165	\$114,805
4	\$113,165	\$114,805	\$116,470
5	\$114,805	\$116,470	\$118,159
6	\$116,470	\$118,159	\$119,872
7	\$118,159	\$119,872	\$121,610
8	\$119,872	\$121,610	\$123,374
9	\$121,610	\$123,374	\$125,163
10	\$123,374	\$125,163	\$126,978
11	\$124,916	\$126,727	\$128,565
12	\$126,477	\$128,311	\$130,172
13	\$128,058	\$129,915	\$131,799
14	\$129,659	\$131,539	\$133,446
15	\$131,280	\$133,183	\$135,115

3. Supervisor's Salary Guide (84.5% of the corresponding step of the Principal guide)

Supervisor	2022-2023	2023-2024	2024-2025
Step			
1	\$107,114	\$108,667	\$110,243
2	\$108,667	\$110,243	\$111,841
3	\$110,243	\$111,841	\$113,463
4	\$111,841	\$113,463	\$115,108
5	\$113,463	\$115,108	\$116,777
6	\$115,108	\$116,777	\$118,470
7	\$116,777	\$118,470	\$120,188
8	\$118,470	\$120,188	\$121,931
9	\$120,188	\$121,931	\$123,699
10	\$121,931	\$123,699	\$125,492
11	\$123,455	\$125,245	\$127,061
12	\$124,998	\$126,811	\$128,649
13	\$126,561	\$128,396	\$130,257
14	\$128,143	\$130,001	\$131,886
15	\$129,744	\$131,626	\$133,534

4. Coordinator's Salary Guide (80.5% of the corresponding step of the Principal guide)

Coordinator	2022-2023	2023-2024	2024-2025
Step			
1	\$102,043	\$103,523	\$105,024
2	\$103,523	\$105,024	\$106,547
3	\$105,024	\$106,547	\$108,092
4	\$106,547	\$108,092	\$109,659
5	\$108,092	\$109,659	\$111,249
6	\$109,659	\$111,249	\$112,862
7	\$111,249	\$112,862	\$114,499
8	\$112,862	\$114,499	\$116,159
9	\$114,499	\$116,159	\$117,843
10	\$116,159	\$117,843	\$119,552
11	\$117,611	\$119,316	\$121,046
12	\$119,081	\$120,808	\$122,559
13	\$120,570	\$122,318	\$124,091
14	\$122,077	\$123,847	\$125,643
15	\$123,603	\$125,395	\$127,213

5. Instructional Specialist Salary Guided (75% of the corresponding step of the Principal guide)

Instructional Specialist	2022-2023	2023-2024	2024-2025
Step			
1	\$95,071	\$96,450	\$97,848
2	\$96,450	\$97,848	\$99,267
3	\$97,848	\$99,267	\$100,707
4	\$99,267	\$100,707	\$102,167
5	\$100,707	\$102,167	\$103,648
6	\$102,167	\$103,648	\$105,151
7	\$103,648	\$105,151	\$106,676
8	\$105,151	\$106,676	\$108,223
9	\$106,676	\$108,223	\$109,792
10	\$108,223	\$109,792	\$111,384
11	\$109,575	\$111,164	\$112,776
12	\$110,945	\$112,554	\$114,186
13	\$112,332	\$113,961	\$115,613
14	\$113,736	\$115,385	\$117,058
15	\$115,158	\$116,828	\$118,522

**B. Special Education Student-Based Program Differential**

All 12-month unit members who are administering Special Education student-based programs (Principals, Assistant Principals, and Supervisor – Special Education) shall receive a Special Education Student-Based program differential of \$1,000 annually. Such differential shall be a supplemental amount added to the appropriate step and shall be paid as salary.

**ARTICLE 19: RETIREMENT BENEFITS**

- A. A unit member who retires from the District for the purpose of receiving benefits from the New York State Teachers' Retirement System shall be entitled to buy out sick leave under the following provisions:

<b>Number of Sick Days</b>	<b>Explanation</b>
0-49	There will be no cash payout. 25% of the accrued will be deposited in the sick bank the remaining 75% will be returned to the district.
50-151	Up to 101 unused sick days will be liquidated at \$75.00/day (maximum \$7,575.00).
152 -246	Up to 94 unused sick days will be liquidated at \$90.00/ day (maximum \$8,460)
	Maximum Total: \$16,035 (\$7,575 +\$8,460)

- B. Any monies paid out under this provision will be directed to a non elective 403(b) plan.

**ARTICLE 20: LEAVES OF ABSENCE**

All leaves under Article 20 shall be calculated in one-quarter (¼) day (2 hours including lunch) increments.

**A. Sick Leave Allowance**

1. Unit members shall earn sixteen (16) days per year 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 familia relationship residing in the household.
3. Twelve month unit members hired after July 1 of each year will accrue sick days at the rate of 1.3 days/month. Thereafter on July 1 of each year unit members shall be credited with 16 days at an effective rate of 1.33 days per month.
4. Unit members may accumulate up to 246 days.
5. If a unit member utilizes three (3) consecutive sick leave days, a doctor's note attesting to their eligibility to return to work shall be submitted to the Human Resource Director.

B. Catastrophic Illness Leave Bank

1. Sick Leave Bank shall be renamed Catastrophic Illness Leave Bank, governing rules can be found in the Catastrophic Illness document in Appendix F.
2. Unit members may contribute two (2) days per year with no bank limit.
3. Unit members who suffer catastrophic personal illness may use days from the bank after their own sick leave, personal business leave, and vacation leave is exhausted,
4. Decisions on the use of days shall rest with a committee of three. One (1) member of the administrative team and two (2) unit members who will make recommendations to the District Superintendent who may recommend the same to the Board. Such decision by the Committee is final and binding on the UBAA, and the action of the District Superintendent is not subject to the grievance process as herein outlined, or reviewable in any other forum, administrative or judicial.
5. Upon separation from the agency a unit member who is not eligible for reimbursement of unused sick days shall have those days contributed to the Catastrophic Illness Leave Bank.
6. The Association and District recognize that all currently accrued Sick Leave Bank days for unit members shall continue to accrue for the benefit of participating unit members, and any affiliated agency groups, should such an agreement to affiliate with another agency group be made by the Association.
7. Nothing in the preceding section shall prohibit any individual unit member from requesting in writing 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, subject to the approval of the District Superintendent.

C. Bereavement

Up to five (5) days may be taken, for each occasion, for deaths in the "immediate family."

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 (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.
4. In cases of emergency, the three (3) day notice requirement can be waived by the District Superintendent.

E. Visitation Days

Visitation days may be granted to a unit member upon request to the District Superintendent for the purpose of observing and strengthening the instructional program of the District. Such visitation will occur with no loss of pay or accrued time.

F. Unpaid Leave Of Absence

Whenever possible, the 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 for such leave with the District Superintendent by February 1 of the school year prior to that in which the leave is desired.

A unit member returning from a leave of absence without pay before the start of a new semester shall be reinstated to one's former position, if available, or if not, a position in one's tenure area without reduction in salary. There is no accrual of seniority during a leave without pay.

G. Military Leave

A unit member entering the Armed Forces or similar service such as Peace Corps shall be reinstated to one's tenure area in accordance with applicable State and Federal Law.

H. Vacation Leave

1. All tenured unit members will be credited with 24 vacation days on July 1 of each year, (earned at the rate of two (2) days for each month of employment). Up to three (3) unused vacation days may be carried over into the next school year.
2. Unit members may sell back up to nine (9) vacation days per year (seven (7) vacation days if the administrator is using vacation days to pay for professional memberships). The district will purchase those days at a rate of 55% of the unit member's daily rate.

(Example: A tenured unit member (with a daily rate of pay of \$500) has earned 24 days for the school year. They utilize the cash value of two days (\$1,000) to pay for professional membership as per item 20. H. 6. below. The unit member then cashes in seven (7) vacation days at \$275 per day (\$1,925) to bring their total vacation day allocation for the year to 15 days).

For budgeting purposes, unit members must notify the Human Resource Office no later than November 1 for school year 2022-2023, and July 15 in the school years thereafter of their decision to cash in days.

3. All probationary unit members hired after July 1, 2017, will be credited with vacation on July 1 each year (earned at the rate of 1.67 days for each month of employment during their first probationary year, earned at the rate of 1.75 days for each month of employment during their second probationary year, earned at the rate of 1.83 days for each month of employment during their third probationary year, and earned at 1.92 days for each month of employment during their fourth probationary year). The following table illustrates the breakdown.

<b>Probationary Years Completed</b>	<b>Vacation Days Earned Each Month</b>	<b>Total Vacation Days Earned (12 Months)</b>
> 0 and < 1	1.67	20
> 1 and < 2	1.75	21
> 2 and < 3	1.83	22
> 3 and < 4	1.92	23
> 4	2.00	24

4. All probationary unit members hired before July 1, 2017 will be credited with the appropriate number of vacation days based on their probationary years as of July 1, 2017. Up to three (3) unused vacation days may be carried over into the next school year, as per the conditions outlined in Article 20 H. 1.



5. At each unit member's discretion, the cash value up to two (2) unused vacation days may be used to reimburse the unit member for the sole purpose of reimbursing the unit member, after the submission of proof of payment, for their payment of professional membership dues. (Appendix D) For the purpose of budgeting and planning, such intention to use this provision should be declared in writing by July 15<sup>th</sup> of each school year. (Appendix C)

I. Child Care and Adoption Leaves

1. A unit member will be granted a child care leave provided that the unit member provides at least ninety day (90) notice 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 the area of tenure 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.
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.

J. Jury Duty Leave

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

**ARTICLE 21: ATTENDANCE AT CONFERENCES**

Subject to budgetary constraints, unit members attending District approved overnight conferences shall have a choice of individual or shared accommodations.

**ARTICLE 22: 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: (1) seniority within the designated program; (2) seniority within the district; (3) level of education; (4) total teaching and/or administrative experience; (5) experience other

than in administration 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 the successful candidate. Selection of the successful candidate shall be at the sole discretion of the District Superintendent.

- B. In all cases unit members must follow all procedures and deadlines specified in the notice of vacancies. Unit member applicants whose submitted credentials and experience meets the criteria of the job posting shall be interviewed for the position.
- C. Positions will be filled by the Board, upon recommendation of the District Superintendent, based upon qualifications needed and particular requirements of the vacancy.

#### **ARTICLE 23: 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. Unit member certifications and qualifications shall be considered in determining his or her reassignment or transfer. Final decision for transfer reassignment shall be at the sole discretion of the District Superintendent.
- C. Any involuntary reassignment or transfer of a unit member shall be made only after a meeting with the District Superintendent or designee. The unit member will be notified of the reason for the assignment or transfer before the announcement is made.
- D. The decision to transfer or reassign unit members shall be the sole responsibility of the District Superintendent.
- E. The District shall provide the Association President with a seniority listing of all unit members by Administrative tenure areas by October 15<sup>th</sup> of each school year. The Association shall have until November 15<sup>th</sup> of each school year to initiate a challenge regarding the accuracy of such listings. Failure to submit any challenge shall constitute the Associations acceptance of the accuracy of such lists. The District and the Association shall meet subsequent to November 15<sup>th</sup> to rectify and correct if necessary, any inaccuracies of such lists.
- F. In the event of a misapplication of the law by the parties when creating and or accepting the accuracy of the seniority lists, the Law will be correctly applied, and will prevail.
- G. The District recognizes that the law, as interpreted by Commissioner Regulations prohibits involuntary transfer outside of a person's tenure area.

#### **ARTICLE 24: INCLEMENT WEATHER/SNOW DAYS**

If instructional programs are canceled, unit members may use personal days or vacation days in lieu of reporting.

#### **ARTICLE 25: ASSOCIATION USE OF FACILITIES**

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

## **ARTICLE 26: GRIEVANCE PROCEDURE**

- A. A grievance is a dispute involving interpretation or application of any of the terms of this agreement. It shall not apply to the exercise of a judgment that is conferred by law, or by this agreement upon the District Superintendent for the Board.
- B. All grievances shall be submitted on an approved form. (Appendix E)
- C. The grievance shall be deemed waived unless it is submitted within 30 school days after the aggrieved party became aware of the alleged grievable situation.
- D. The District and the Association will facilitate any investigation that may be required to make available any and all material and relevant documents, communications and records concerning the grievance.
- E. The aggrieved Association member shall have the right of representation at all stages of the grievance procedure.
- F. 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.
- G. 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.
- H. 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.
- I. Grievances shall be submitted at the lowest possible stage where relief maybe granted.
- J. Either part 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 administrator. The administrator will render a written decision within 10 school days of the meeting.
- B. Stage 2: Within 10 working days of the Stage 1 decision, the grievance shall be presented in writing to the District Superintendent who shall render a written decision within 10 working days of receipt of the grievance.
- C. Stage 3: Within 10 working days of the disposition of the grievance at Stage 2, the unit member may respond to an adverse decision at stage 2 by filing an appeal with the Clerk of the Board within 10 working days of receipt of the Stage 2 decision. It shall specify the issues left unresolved following the Stage 2 decision. A committee of the Board shall issue a written decision to the appeal within 30 working days following the date on which the appeal was received
- 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 working 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 2 or 3.

3. If the grievance is not settled at Stage 3, the Association may submit a letter to the District Clerk stating its demand to Arbitrate within 10 working days of the decision at Stage 3.
4. The District and the Association will select an arbitrator in accordance with the procedures 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 the hearing.
5. All arbitration hearings shall be held in New Paltz, New York or another location agreed to by the District and the Association in writing.
6. The arbitrator shall be without power or authority to make a decision that requires the commission of any act prohibited by law or which violates the terms and conditions of this Agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this agreement.
7. The cost of the services of the arbitrator will be shared equally between the Board and Association.
8. The decision of the arbitrator shall be final and binding on the parties.
9. Either party may, with the consent of the other party, request the expedited arbitration procedure as administered by the American Arbitration Association.
10. Only the Association may bring a grievance to the fourth stage.

#### **ARTICLE 27: PAYMENTS UPON SEPARATION OF SERVICE**

- A. A unit member terminated for cause, will not be compensated for any unused sick time.
- B. A 12 month unit member terminated for cause, shall be reimbursed for any unused vacation days.
- C. Unit members laid off due to staff reduction shall be compensated for unused sick days at \$80.00/day.
- D. Unit members laid off due to staff reduction shall be able to liquidate unused vacation days at 1/240 of annual salary.
- E. 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 of 2.08 day per month.
- F. Monies paid out in this Article shall be deposited on a pre-tax basis into a non-elective IRS 403(b).
- G. The unit member may request in writing that any payments due the employee as a result of a layoff, be withheld for a period of 60 calendar days.

#### **ARTICLE 28: STIPEND FOR Ph.D./Ed.D.**

Upon presentation of appropriate documentation, the unit member's base salary will be increased by \$500.

#### **ARTICLE 29: WORKERS COMPENSATION**

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

#### **ARTICLE 30: EMPLOYEE ASSISTANCE PROGRAM**

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

### **ARTICLE 31: SPECIAL CERTIFICATIONS**

- A. The Board of Education may upon the recommendation of the District Superintendent, appoint a unit member as the Diversified Co-Op Coordinator who shall serve as the Capstone Program Director.
- B. The Capstone Program Director will maintain the appropriate certification throughout the school year.
- C. The Capstone Program Director will complete all reports and file all documents necessary to allow the District to offer such programs.
- D. The Capstone Program Director will receive a stipend of \$1,500 per year.

### **ARTICLE 32: SUMMER SCHOOL PRINCIPALS** (Academic, Special Education, and BOOST Academy)

- 1. Ten (10), eleven (11), or twelve (12) month unit members other than Principals may be assigned to the position of Academic, Special Education, or Boost Academy Summer School Principal by the District Superintendent. Such assignments shall not exceed two (2) consecutive years without the approval of the unit member.
- 2. Eleven (11) month or ten (10) month unit members assigned to the position of Academic, Special Education, or Boost Academy Summer School Principal shall be paid a stipend equivalent to the salary paid to out-of-district Principal hires.
- 3. Twelve (12) month unit members assigned to the position of Academic Summer School Principal or Boost Academy Principal shall receive a stipend of \$2,100.00.
- 4. Twelve (12) month unit members assigned to the position of Special Education Summer School Principal shall receive a stipend of \$4,300.00.
- 5. Twelve (12) month unit members assigned as an Academic, Special Education, or Boost Academy Summer School Principal shall be entitled to carry over an additional five (5) vacation days, if applicable.
- 6. Each unit member who serves in an administrative role preparing for the opening of the Summer School program shall receive a stipend of \$2,300 for the additional work and responsibility. This stipend shall be paid by June 30 of the school year preceding the opening of the Summer School Program.
- 7. If an individual Academic, Special Education, or Boost Academy Summer School Principal's position is shared between members the accrued benefits shall be prorated based on the percentage shared.

### **ARTICLE 33: RESIGNATION**

All unit members who desire to resign from their position at BOCES shall provide such notice of resignation to the District Superintendent at least sixty (60) calendar days prior to their departure from the BOCES. The number of notice days can be reduced by the District Superintendent if it is in the interest of the BOCES to do so. Such determination by the district Superintendent shall not be grievable.

### **ARTICLE 34: 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 35: 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 and period 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 36: NO STRIKE PLEDGE**

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

**ARTICLE 37: DURATION OF AGREEMENT**

This agreement shall be effective July 1, 2022, and shall continue in full force and effect through June 30, 2025.

**ARTICLE 38: 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 39: 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.

**ULSTER BOCES ADMINISTRATORS' ASSOCIATION**

**ULSTER BOCES**

\_\_\_\_\_  
**CYNTHIA FARRELL**

*President, UBAA*

\_\_\_\_\_  
**DR. JONAH SCHENKER**

*District Superintendent & Chief Executive Officer*

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

**Ratified by the Ulster BOCES Board of Education on October 19, 2022**

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