

UBAA

COLLECTIVE BARGAINING AGREEMENT

**ULSTER COUNTY BOARD OF COOPERATIVE
EDUCATIONAL SERVICES**

AND

**ULSTER BOCES
ADMINISTRATORS' ASSOCIATION**

JULY 1, 2025 - JUNE 30, 2028

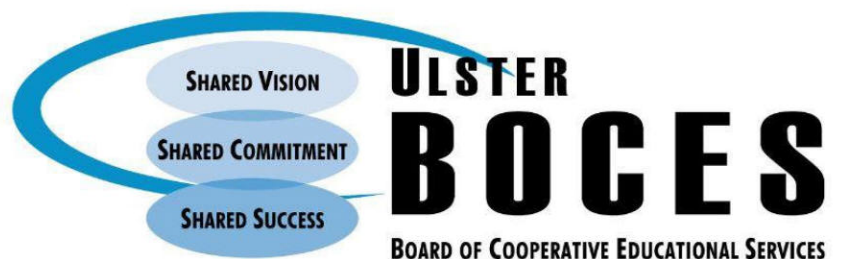


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ARTICLE 1: PREAMBLE

The Ulster County Board of Cooperative Education Services hereinafter called "Ulster BOCES" and the administrative employees of Ulster BOCES hereinafter called "unit members" as enumerated in Article 2, represented by the Ulster BOCES Administrators' Association hereinafter called "Association", and the Chief Executive Officer of Ulster BOCES (District Superintendent) and the Association enter into this agreement subject to ratification by Ulster BOCES and the Association.

ARTICLE 2: RECOGNITION

Ulster BOCES 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). (Appendix A)

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 Ulster BOCES. All the rights, functions, and prerogatives of Ulster BOCES 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 Ulster BOCES.
- 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 Ulster BOCES 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. Unit members will be paid on a bi-monthly schedule. All payments will be electronically deposited by the Ulster BOCES Treasurer into the accounts (maximum of two) designated by the unit member. The obligation to make direct deposits shall be subject to the requirements of Section 192 of NYS Labor Law and/or other regulations as promulgated by the NYS Division of Labor or the Office of the State Comptroller or by laws enacted by the legislature. Unit members shall have access to the WinCapWeb system for receiving the record of their payroll information traditionally printed on their paystub.

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 Association 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 and the last day of the work year shall be June 30. The work year will include seven (17) paid holidays. Paid holidays are designated as follows:

Holidays

- New Year's Day
- Dr. Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- Six (6) floating holidays, of which four (4) will be determined annually by the District Superintendent and two (2) shall only be used when school is not in session during the 10-month school year.

- 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 through June 30. The work year for 11-month employees will include fourteen (14) paid holidays. Paid holidays are designated as follows:

Holidays

- New Year's Day
- Dr. Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day

- Columbus Day
 - Veterans Day
 - Thanksgiving Day
 - Christmas Day
 - Three (3) floating holidays which will be determined annually by the District Superintendent.
- C. The work year for 10-month unit members will consist of 205 days which shall commence work on September 1 and the last day of the work year shall be June 30. The work year for 10-month employees will include thirteen (13) paid holidays. Paid holidays are designated as follows:

Holidays

- New Year's Day
 - Dr. Martin Luther King Day
 - President's Day
 - Memorial Day
 - Juneteenth
 - Labor Day
 - Columbus Day
 - Veterans Day
 - Thanksgiving Day
 - Christmas Day
 - Three (3) floating holidays which will be determined annually by the District Superintendent.
- D. The position titles encompassing 12-month, 11-month, and 10-month unit members shall be appended to this agreement. (Appendix A)

ARTICLE 9: BUSINESS TRAVEL REIMBURSEMENT

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

ARTICLE 10: 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 Ulster 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 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 their position at Ulster BOCES before the expiration of the two-year

period shall 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.

- C. Unit members who are excessed or terminated due to layoff shall be exempt from refunding the tuition reimbursement payments received for coursework where the two-year threshold was not met.

ARTICLE 11: 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 requested using MyLearningPlan or other Ulster BOCES approved form.

ARTICLE 12: 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 Ulster BOCES 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 13: EVALUATIONS

- A. Ulster BOCES 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 Ulster BOCES 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 Ulster BOCES 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 14: 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, 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 |

B. Health Insurance Buy Out

- 1. Unit members who voluntarily elect to not participate in or withdraws from an Ulster BOCES health insurance plan or who voluntarily changes from family coverage to single coverage while eligible for family coverage shall receive annually the sum equal to \$2,500, 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 unit member in his/her final paycheck of the fiscal year.

2. In the event that due to a "change in life circumstances" such unit member finds it necessary to re-subscribe to the original coverage, this will be permitted subject to the rules of the plan, provided that the unit member notifies Ulster BOCES in writing within 60 days of the change in circumstances. Unit members 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 at Ulster BOCES **before** August 16, 2013

- a. After seven (7) years of *continuous service as an administrator with Ulster BOCES and retire into the New York State Teachers Retirement System, unit members shall be entitled to 100% individual or family health insurance cover for the life of the unit members.
- b. Unit members 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 at Ulster BOCES **on or after** August 16, 2013, **but before** July 1, 2025

- a. After completing 5-9 *continuous years of service as an administrator with Ulster BOCES and retires into the New York State Teachers Retirement System, unit members shall be entitled to 50% individual or family health insurance coverage, for the life of the unit member.
- b. After completing 10-14 years of *continuous service as an administrator with Ulster BOCES and retire into the New York State Teachers Retirement System, unit members shall be entitled to 75% individual or family health insurance coverage, for the life of the unit member.
- c. After completeing 15 or more years of *continuous service as an administrator with Ulster BOCES and retire into the New York State Teachers Retirement System, unit members shall be entitled to 100% individual or family health insurance coverage, for the life of the unit member.
- d. Unit members shall not be entitled to receive reimbursement for Medicare Part B payments.

3. Unit members hired at Ulster BOCES **on or after** July 1, 2025

- a. After completing 5-9 *continuous years of service as an administrator with Ulster BOCES and retires into the New York State Teachers Retirement System, unit members shall be entitled to 50% individual or family health insurance coverage, for the life of the unit member.

- b. After completing 10-14 years of *continuous service as an administrator with Ulster BOCES and retire into the New York State Teachers Retirement System, unit members shall be entitled to 75% individual or family health insurance coverage, for the life of the unit member.
- c. After completing 15 or more years of *continuous service as an administrator with Ulster BOCES and retire into the New York State Teachers Retirement System, unit members shall be entitled to 85% individual or family health insurance coverage, for the life of the unit member.
- d. Unit members shall not be entitled to receive reimbursement for Medicare Part B payments.

*Continuous service for this section is defined as an uninterrupted period of employment at Ulster BOCES as an administrator, excluding approved leaves of absence and any layoffs that may occur and a first recall acceptance to return to employment is accepted.

4. Opting Out Option

When a retiree reaches the age of 65 and Medicare becomes the primary insurance provider, the retiree has the option of opting out of the Ulster BOCES sponsored health insurance plan to a private insurance plan, and Ulster BOCES will reimburse the retiree, upon the submission of proof of enrollment and payment, up to \$5,000 per year to cover the cost of up to 100% of their secondary insurance plan. In the event the retiree's private insurance is cancelled or cannot be obtained, the retiree will have the right to return to the EPO20 plan and will contribute towards the health insurance premium at the rate appropriate for their status based on their original date of employment.

D. Dental Insurance

- 1. Ulster BOCES shall pay the full cost of individual or 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, Ulster BOCES will contribute ten percent (10%) of the cost of dental insurance.

ARTICLE 15: FLEXIBLE BENEFIT PLAN

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

ARTICLE 16: DISABILITY INSURANCE

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

ARTICLE 17: COMPENSATION

A. Salary Guides

1. Using the 2024-2025 position specific Salary Schedule as a base, the salary schedule shall be increased by the following percentages during the term of this agreement:

2025-2026 – 1.80%
2026-2027 – 2.55%
2027-2028 – 2.55%

2. **Off Salary Schedule Salary Increases**

Upon the completion of Step 15 on the position specific salary schedule, the unit member shall remain on Step 15 and their base salary for each year thereafter shall be increased by the following percentages during the term of this agreement, as listed on the salary schedule.

2025-2026 – 1.80%
2026-2027 – 2.55%
2027-2028 – 2.55%

3. 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.

1. **Principal's Salary Schedule**

Principal	2025-2026	2026-2027	2027-2028
Step			
1	\$132,813	\$136,200	\$139,673
2	\$134,738	\$138,174	\$141,698
3	\$136,692	\$140,178	\$143,752
4	\$138,674	\$142,210	\$145,837
5	\$140,686	\$144,273	\$147,952
6	\$142,726	\$146,365	\$150,097
7	\$144,794	\$148,486	\$152,273
8	\$146,894	\$150,640	\$154,481
9	\$149,024	\$152,824	\$156,721
10	\$151,185	\$155,040	\$158,994
11	\$153,377	\$157,288	\$161,299
12	\$155,601	\$159,569	\$163,638
13	\$157,857	\$161,883	\$166,011
14	\$160,147	\$164,230	\$168,418
15	\$162,469	\$166,612	\$170,860

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

Asst. Principal	2025-2026	2026-2027	2027-2028
Step			
1	113,555	116,450	119,420
2	115,202	118,140	121,152
3	116,871	119,852	122,908
4	118,566	121,590	124,690
5	120,286	123,353	126,499
6	122,030	125,141	128,333
7	123,799	126,956	130,193
8	125,595	128,797	132,082
9	127,416	130,665	133,997
10	129,264	132,560	135,940
11	131,138	134,482	137,911
12	133,039	136,432	139,911
13	134,968	138,410	141,940
14	136,925	140,417	143,997
15	138,911	142,453	146,086

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

Supervisor	2025-2026	2026-2027	2027-2028
Step			
1	112,227	115,089	118,024
2	113,854	116,757	119,735
3	115,505	118,451	121,471
4	117,180	120,168	123,232
5	118,879	121,910	125,019
6	120,602	123,678	126,832
7	122,351	125,471	128,671
8	124,126	127,291	130,537
9	125,926	129,137	132,430
10	127,751	131,009	134,349
11	129,604	132,909	136,298
12	131,483	134,836	138,274
13	133,389	136,790	140,278
14	135,323	138,773	142,312
15	137,285	140,786	144,376

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

Coordinator	2025-2026	2026-2027	2027-2028
Step			
1	106,914	109,641	112,437
2	108,465	111,231	114,067
3	110,038	112,844	115,721
4	111,633	114,479	117,399
5	113,251	116,139	119,101
6	114,894	117,823	120,828
7	116,560	119,532	122,580
8	118,250	121,265	124,357
9	119,964	123,023	126,160
10	121,704	124,807	127,990
11	123,469	126,618	129,846
12	125,259	128,453	131,728
13	127,075	130,315	133,638
14	128,917	132,205	135,576
15	130,788	134,123	137,543

5. Instructional Specialist Salary Schedule (75% of the corresponding step of the Principal's Schedule)

Instructional Specialist	2025-2026	2026-2027	2027-2028
Step			
1	99,609	102,149	104,754
2	101,054	103,631	106,273
3	102,520	105,134	107,815
4	104,006	106,658	109,378
5	105,514	108,204	110,963
6	107,044	109,773	112,573
7	108,596	111,365	114,205
8	110,171	112,980	115,861
9	111,768	114,618	117,541
10	113,389	116,280	119,245
11	115,033	117,966	120,974
12	116,701	119,677	122,729
13	118,393	121,412	124,508
14	120,110	123,173	126,313
15	121,852	124,959	128,145

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 \$2,000 annually. Such differential shall be a supplemental amount added to the appropriate step and shall be paid as salary.

C. Longevity Payments

1. Upon the completion of four (4) years and through the completion of nine (9) years as an administrator at Ulster BOCES, the unit members base salary shall increase by \$1,000, after the calculation of the base salary increase.
2. Upon the completion of ten (10) years and through the completion of fourteen (14) years as an administrator at Ulster BOCES, the unit members base salary shall increase by \$1,500, after the calculation of the base salary increase.
3. Upon the completion of fifteen (15) years and beyond as an administrator at Ulster BOCES, the unit members base salary shall increase by \$2,000, after the calculation of the base salary increase.

ARTICLE 18: RETIREMENT BENEFITS

- A. A unit member who retires from Ulster BOCES 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:

Number of Sick Days	Explanation
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 19: LEAVES OF ABSENCE

Unit members will be charged in quarter (.25 FTE) day increments (two hours) based on an eight (8) hour workday, inclusive of lunch, for the use of Personal Time, Sick Time, and Vacation Time.

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.

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 Leave Bank Policy. (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 Ulster BOCES 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 five (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. 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 members direct supervisor.
3. Any unused Personal Leave will be added to Sick Leave accruals at the end of each school year.

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 programs of Ulster BOCES. 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. All probationary unit members 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.

Probationary Years Completed	Vacation Days Earned Each Month	Total Vacation Days Earned (12 Months)
> 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

3. Unit members may sell back up to seven (7) vacation days per year, five (5) vacation days if the administrator is using vacation days to pay for professional memberships. Ulster BOCES will purchase those days at a rate of 100% of the unit member's daily rate.

Unit members must notify the Human Resource Office no later than May 15 of their decision to sell back or carryover vacation days. (Appendix C)

Payment of any unused days requested will be made in the last payroll of the school year in which the vacation days were earned.

4. 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 for their payment of professional membership dues.

Unit members must notify the Human Resource Office no later than May 15 of their decision to use this provision.

Payment will be made within 45 days of submission with proof of payment. (Appendix D)

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 sixty day (60) notice prior to the commencement of the leave. Such notice is to be provided so Ulster BOCES 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 Ulster BOCES 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 20: ATTENDANCE AT CONFERENCES

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

ARTICLE 21: VOLUNTARY TRANSFERS

- A. It shall be the intent of Ulster BOCES 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 Ulster BOCES; (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 22: 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. Ulster BOCES shall provide the Association President with a seniority listing of all unit members by Administrative tenure areas by October 15 of each school year. The Association shall have until November 15 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.

Ulster BOCES and the Association shall meet subsequent to November 15 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. Ulster BOCES recognizes that the law, as interpreted by Commissioner Regulations prohibits involuntary transfer outside of a person's tenure area.

ARTICLE 23: INCLEMENT WEATHER/SNOW DAYS

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

ARTICLE 24: ASSOCIATION USE OF FACILITIES

- A. Ulster BOCES 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. Ulster BOCES will supply digital copies (i.e. pdf format) of the Collective Bargaining Agreement to each unit member.

ARTICLE 25: 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. Ulster BOCES 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 Ulster BOCES or a staff member against the unit or any other participant in the grievance procedure.

- H. Failure by Ulster BOCES 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 Board Clerk 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 Board Clerk stating its demand to Arbitrate within 10 working days of the decision at Stage 3.
 - 4. Ulster BOCES 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 Ulster BOCES 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 Ulster BOCES 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 26: 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 unit member as a result of a layoff, be withheld for a period of 60 calendar days.

ARTICLE 27: STIPEND FOR Ph.D./Ed.D.

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

ARTICLE 28: 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 Ulster BOCES (or the Catastrophic Illness Leave Bank in days), except for medical claims.

ARTICLE 29: EMPLOYEE ASSISTANCE PROGRAM

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

ARTICLE 30: 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 Ulster BOCES to offer such programs.
- D. The Capstone Program Director will receive a stipend of \$1,500 per year.

ARTICLE 31: 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 \$4,300.00.
- 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 32: RESIGNATION

All unit members who desire to resign from their position at Ulster BOCES shall provide such notice of resignation to the District Superintendent at least sixty (60) calendar days prior to their departure from Ulster 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 33: 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 34: 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 35: NO STRIKE PLEDGE

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

ARTICLE 36: DURATION OF AGREEMENT

This agreement shall be effective July 1, 2025, and shall continue in full force and effect through June 30, 2028.

ARTICLE 37: 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 38: FINAL/COMPLETE AGREEMENT

This agreement constitutes the entire agreement between Ulster BOCES and the Association.

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

ULSTER BOCES ADMINISTRATORS' ASSOCIATION

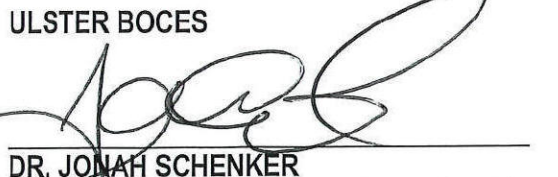


RICHARD (KARL) HAVILAND
President, UBAA

9/24/25

DATE

ULSTER BOCES



DR. JONAH SCHENKER
District Superintendent & Chief Executive Officer

9/12/25

DATE

Ratified by the Ulster BOCES Board of Education on May 28, 2025

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