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UBAA

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**ULSTER COUNTY BOARD OF
COOPERATIVE EDUCATIONAL SERVICES**

AND

**ULSTER BOCES
ADMINISTRATORS' ASSOCIATION**

SEPTEMBER 19, 2012 - JUNE 30, 2016



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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 County BOCES Administrators' Association (Association) and the Chief Executive Officer of the 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 Principals, Assistant Principals, Supervisors, Coordinators, and Instructional Specialists (Unit members).

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 the Ulster County 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. As soon as practical, 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 10 business days.
- B. Unit members will be notified via email 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 employees will consist of Two hundred forty-six (246) work days with fifteen (15) paid holidays. Paid holidays shall be designated as follows: New Years Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Years Eve Day and two additional days to be determined by the District Superintendent after consultation with the Association President.
- B. The work year for 11 month employees will consist of Two hundred twenty-six (226) work days with fifteen (15) paid holidays. Paid holidays shall be designated as follows: New Years Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Years Eve Day and two additional days to be determined by the District Superintendent after consultation with the Association President.
- C. The position titles encompassing 12 month and 11 month unit members shall be appended to this agreement. (Appendix B)

ARTICLE 9: LONGEVITY PAYMENTS

- A. Upon the completion of seven (7) years of service as an administrator with Ulster County BOCES a longevity payment of \$2,000 that shall be paid in addition to the regular salary increase shall be paid to each qualified Unit member.
- B. Upon the completion of eleven (11) years of service as an administrator with Ulster County BOCES, a longevity payment of \$1,000 that shall be paid in addition to the regular salary increase shall be paid to each qualified Unit member.
- C. Upon the completion of fifteen (15) years of service as an administrator with Ulster County BOCES, a longevity payment of \$2,000 that shall be paid in addition to the regular salary increase shall be paid to each qualified Unit member.
- D. Upon the completion of twenty-three (23) years of service as an administrator with Ulster County BOCES, a longevity payment of \$2,500 that shall be paid in addition to the regular salary increase shall be paid to each qualified Unit member.
- E. It should be clear that the longevity payment is added to the base after the calculation of a salary increase in each year that it is earned. The formula shall be as follows: succeeding year's salary = ((prior year salary – any paid longevity if applicable) x (1 + percentage increase)) + earned longevity amount. It should also be clear that the longevity payment is both cumulative and continuous (ex. after the completion of years 7 through 10 = \$2,000 then after the completion of year 11 = \$2,000 + \$1,000 and so on).
- F. Notwithstanding 1, 2, 3 and 4 above any employee who transfers from any certificated position within Ulster BOCES to a position represented by this agreement shall have 50% of

their years of certificated service with Ulster BOCES counted as credit toward administrator longevity not to exceed five (5) years of credit.

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 per year at the SUNY graduate tuition rate for courses approved by the Superintendent or their designee, provided that the course is relevant and applicable to the degree program or coursework to the BOCES as determined by the Superintendent. Courses that meet the 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 requested using MyLearning Plan or other District approved form.

ARTICLE 13: PERSONNEL FILES

- A. Upon (2) two work days 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 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 Superintendent.
- 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 their being placed in that individual's personnel file upon request and at no cost
- D. The Administrator shall sign the personnel access file log for each instance upon review of the file for each instance.

- 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-c and 8 NYCRR 30-2.2 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-c (2)(c) and 8 NYCRR §30-2.2(c) will be evaluated using the format of evaluation in use for these positions during the 2012 – 2013 school year (appended). They will not be required to change to an alternate evaluation process. Individual Unit members and the 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 (see Appendix A for Form).
- C. The Superintendent or Superintendent's 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 Association 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 in active services.

2. Effective July 1, 2012- June 30, 2013, the unit member will contribute 1.8% of salary or 10% of the premium cost of the selected plan whichever is less.
3. Effective July 1, 2013 – June 30, 2014 the unit member will contribute 10% of the cost of the premium of the selected plan for individual or family coverage.
4. Effective July 1, 2014 – June 30, 2015 the unit member will contribute 10% of the cost of the premium of the selected plan for individual or family coverage.
5. Effective July 1, 2015 – June 30, 2016 the unit member will contribute 11.5% of the cost of the premium of the selected plan for individual or family coverage.
6. Unit members hired after the August 16, 2013 will contribute 15% of the premium cost of the selected plan for individual or family coverage.
7. If a DEHIC premium holiday is made available to the District, the unit member will not be charged a premium contribution in the designated month.

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 coverage. Any employee who transfers from any certificated position within Ulster BOCES to a position represented by this agreement shall have 50% of their years of certificated service with Ulster BOCES counted as credit as an administrator toward administrator health insurance upon retirement, not to exceed five (5) years of credit.
 - b. Shall be entitled to reimbursement of 100% of Medicare Part B payments. In addition, if the unit member retires under a family plan, the unit member will be entitled to 100% reimbursement for Medicare part B payments made on behalf of the spouse.
2. Unit members hired after the August 16, 2013

- a. 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. (The District pays 75% of the premium. The unit member pays 25% of the premium).
- b. After completing 15 or more years of service with Ulster BOCES shall be entitled to 100% district covered individual or family Health Insurance coverage.
- 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: LIFE/DISABILITY INSURANCE/PROFESSIONAL ORGANIZATIONS

The District will upon submission of proof of payment or receipts, reimburse the Unit member up to \$700.00 per year for the cost of life insurance, and/or disability insurance, and/or membership in professional organizations or associations. Within 45 days of submission of proof of payments or receipts, the District shall reimburse the unit member up to \$700.

ARTICLE 17: 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 18: DISABILITY INSURANCE

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

ARTICLE 19: COMPENSATION

- A. Effective July 1, 2012-June 30, 2013 there will be no change to the rates established on July 1, 2012.
- B. Effective July 1, 2013-June 30, 2014 each Unit member's base salary will be increased by 1.4 %.

- C. Effective July 1, 2014-June 30, 2015 each Unit member's base salary will be increased by 1.4 %.
- D. Effective July 1, 2015-June 30, 2016 each Unit member's base salary will be increased by 1.4 %.

ARTICLE 20: 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:
 - 1. 0-49 sick days. 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.
 - 2. 50-151 (101) unused sick days will be liquidated at \$75.00/day (maximum \$7,575.00).
 - 3. 152 -246 (94) unused sick days will be liquidated at \$90.00/ day (maximum \$7,575 +\$8,460 = \$16,035).
- B. Any monies paid out under this provision will be directed to a non elective 403-b plan.

ARTICLE 21: LEAVES OF ABSENCE

- 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 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. Association members may accumulate up to 246 days.
- B. Sick Leave Bank
 - 1. Sick leave bank was established on July 1, 1979, with an initial deposit of 30 days.
 - 2. Administrators may contribute two (2) days per year with no bank limit.
 - 3. Administrators who suffer catastrophic personal illness may use days from the bank after their own sick 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 recommendation to the District Superintendent who shall recommend the same to the Board. Such decision by the Committee is final and binding on the UBAA and the action of the 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 an administrator who is not eligible for reimbursement of unused sick days may have those days contributed to the sick bank.
6. The Association and District recognize that all currently accrued sick leave bank days for Unit Memembers 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.

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 appropriate administrator.
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 the Administrator upon request to the 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 Administrator 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 Superintendent by February 1 of the school year prior to that in which the leave is desired. An Administrator 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

An Administrator 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. For all employees, every attempt should be made to utilize all earned vacation time during the year in which it was earned. Except as permitted in Article 21H:2-3,

requests for carryover and payment for unused vacation time should be the exception and not the rule, and should occur because agency business prevented the employee from utilizing all of his/her earned vacation time, which should be explained/documentated to the district superintendent in writing when submitting requests for either carry-over or payment.

2. Current 12 month Association members will be credited with 25 vacation days on July 1 of each year, (earned at the rate of 2.08 days for each month of employment). Up to three unused vacation days may be carried over into the next school year, or may be liquidated at the rate of (1/240) at the discretion of the Unit member. There will be no accumulation of vacation leave beyond the three days permitted as carryover.
3. All unit members hired after the August 16, 2013 will be credited with 24 vacation days on July 1 of each year, (earned at the rate of 2 days for each month of employment). Up to three unused vacation days may be carried over into the next school year, or may be liquidated at the rate of (1/240) at the discretion of the Unit member. There will be no accumulation of vacation leave beyond the three days permitted as carryover.
4. Unit members may not be credited with more than 28 vacation days in any school year.

I. Child Care and Adoption Leaves

1. An Administrator will be granted a child care leave provided that the Unit member provides at least ninety days 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 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 administrator 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 an administrator adopting a child. The Superintendent and Board of Education may consider an additional one-year extension. All conditions of childcare leave shall apply. However, it is understood the leave may commence sooner than the ninety 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 Administrator will make every effort to assist in the transition. A maximum of two days with pay may be taken for the legal proceedings associated with the adoption of a child. Before resorting to days under this, the Administrator must have exhausted the appropriated personal and vacation leave.

J. Jury Duty Leave

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

ARTICLE 22: ATTENDANCE AT CONFERENCES

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

ARTICLE 23: 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 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 24: 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 15th of each school year. The Association shall have until November 15th 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 15th 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 25: INCLEMENT WEATHER/SNOW DAYS

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

ARTICLE 26: ASSOCIATION USE OF FACILITIES

- A. The District will provide an area at each BOCES building where items pertinent to 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 27: 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.
- 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 District 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 28: PAYMENTS UPON SEPARATION OF SERVICE

- A. An Association 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. Association members laid off due to staff reduction shall be able to liquidate unused vacation days at 1/240 of annual salary.
- E. Association 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 Association 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 29: STIPEND FOR Ph.D./Ed.D.

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

ARTICLE 30: WORKERS COMPENSATION

If an employee 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 employee is a member of the sick bank, additional days may be granted at the discretion of the sick bank committee. Any claim paid to the employee from the Workers' Compensation Board shall be returned to BOCES (or the Sick Bank in days), except for medical claims.

ARTICLE 31: EMPLOYEE ASSISTANCE PROGRAM

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

ARTICLE 32: SPECIAL CERTIFICATIONS

- A. The Board of Education may upon the recommendation of the Superintendent, appoint an Association 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 33: SUMMER SCHOOL PRINCIPALS

A. Academic Summer School Principal

1. The Academic Summer School Principal(s) position shall be posted as per Article 8, no later than April 15.
2. Association members interested in being considered for these positions shall apply for the position in writing in accordance with the directions contained on the posting. Experience in this or similar positions will be considered however after considering all of the applicants and the budgetary constraints of filling the position(s) the decision of the District Superintendent to recommend any particular candidate shall be final and not grievable, provided that all procedures were followed.
3. Eleven or twelve month Association members other than principals may be assigned to the position of Academic Summer School Principal by the District Superintendent. Such assignments shall not exceed two consecutive years without the approval of the Association member.
4. Eleven month Association members assigned to the position of Academic Summer School Principal shall be entitled to a stipend of \$5,500.
5. The Academic Summer School Principal(s) shall be entitled to carry over or liquidate an additional 5 vacation days if applicable.
6. If an individual Academic Summer School Principal position is shared by more than one Unit member the benefits shall be prorated.

B. Summer School Principal for Special Education

1. The Special Education Summer School Principal(s) position shall be posted as per Article 8, no later than April 15.
2. Eleven month or Twelve month Unit members other than those who hold the title of principal, may be assigned to the position of the Summer School Principal for Special Education by the District Superintendent. Such assignments shall not exceed two consecutive years without the approval of the Association member.
3. Eleven month Association members assigned to the position of Summer School Principal for Special Education shall be entitled to a stipend of \$5,500.
4. The Summer School Principal(s) for Special Education shall be entitled to carry over or liquidate an additional 5 vacation days.
5. If an individual Summer School Principal for Special Education position is shared by more than one Unit member the benefits shall be prorated.

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 days notice from either party, meet to rectify the impact of the change.

ARTICLE 35: INDEMNIFICATION

The Board of Education agrees to protect the Administrator from financial loss arising out of claims, demands, suits, or judgments by reason of alleged negligence, provided the employee was, at the time in question, acting within the scope and period of employment or as authorized by the school authorities. An employee who wishes to avail oneself of this protection must deliver to the Clerk of the Board of Education within five 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 September 19, 2012, and shall continue in full force and effect through June 30, 2016.

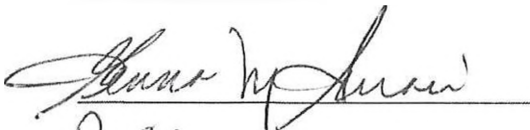
ARTICLE 38: NEGOTIATION OF A SUCCESSOR AGREEMENT

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

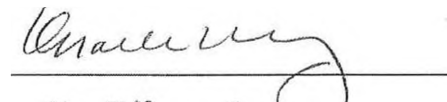
ARTICLE 39: FINAL/COMPLETE AGREEMENT

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.

For the Association:


8-28-2013

For the District:


8-28-2013

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Ulster BOCES Administrators' Association

EXPENSE VOUCHER

Life/Disability Insurance and Professional Organization Membership Fees

The District will upon submission of proof of payment or receipts, reimburse the unit member up to \$700.00 per year for the cost of life insurance, and/or disability insurance, and/or membership in professional organizations or associations. Within 45 days of submission of proof of payments or receipts, the District shall reimburse the unit member up to \$700.

Please Type or Print

<p style="text-align: center;">_____</p> <p style="text-align: center;">Employee Name</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Street Address</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">City, State, Zip</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Social Security Number</p>	<p style="text-align: center;">DIRECTOR'S APPROVAL</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Program Title</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Budget Code</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Program Director</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Program Director Signature</p>
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DATE	EXPENSE DESCRIPTION	TOTAL
	<i>Receipts must be attached for all expenses claimed.</i>	
	TOTAL:	

UBAA Member Signature

Date Submitted

<p style="text-align: center;">Business Office Approval</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Assistant Superintendent for Administration</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>	<p style="text-align: center;">Authorization to Pay</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">District Superintendent</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>
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MEMORANDUM OF AGREEMENT

between
Ulster County BOCES
and
ULSTER COUNTY BOCES ADMINISTRATORS' ASSOCIATION

Vacation Payout – Excessed Employees
Bouteneff, Murphy, & Encarnacion

The Ulster BOCES Administrators' Association (UBAA) and the Ulster County Board of Cooperative Educational Services (BOCES) Chief Executive Officer have reached the following agreement:

WHEREAS, during the negotiations between the representatives of the UBAA and the Ulster BOCES administration there was an apparent contradiction in the understanding of the meaning and intent of two provisions of the contract, specifically Article 21 (H) - Leaves of Absence & Article 28 (D) - Payment Upon Separation of Service, and

WHEREAS, three unit members were terminated effective June 30, 2015, due to the loss of grant funding, and

WHEREAS, the same three unit members had not used all of their credited vacation time for the 2014-2015 school year during the same school year, and

WHEREAS, these three unit members sought payment on or after July 1, 2015 for their remaining unused vacation time under the provisions of Article 28, and

WHEREAS, none of the three unit members had requested or been granted by the District Superintendent carryover of unused vacation time for the permissible reason outlined in Article 21 (H) (1), and

WHEREAS, it was the position of the District Superintendent that effective July 1, 2015, since the three unit member did not have approved requests to carryover vacation days, that they had no unused vacation days for which to be paid, and

WHEREAS, it is the desire of both parties, the UBAA and the District Superintendent to address this discrepancy and amicably settle this matter,

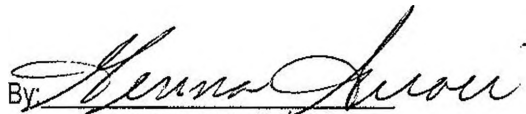
THEREFORE, the parties agree to the following:

1. That the UBAA recognizes and agrees that only unused vacation days [excluding the up to three unused vacation days that were liquidated by the administrator under the provisions of either Article 21 (H) (2) or (3)] that have been approved by the District Superintendent on or before June 30th of each school year, shall be carried forward to the next school year beginning on July 1.
2. That the UBAA recognizes and agrees that in all cases, including any case of any unit member who is separating from service, if there has not been an approved request for carryover on or before June 30, then no days will be carried forward to the next school year.

3. That in exchange for this clarification and recognition, the District Superintendent agrees that each of these three unit members shall be reimbursed for 33.3% of their unused vacation days as of June 30, 2015 (excluding the three unused vacation days that were liquidated by each unit member under the provisions of either Article 21 (H) (2) or (3) at a rate of 1/240th of their 2014-2015 daily rate. (Manya Bouteneff [.27 remaining day = .089 day payout], John Murphy [7.0 remaining days = 2.31 days payout], and Janety Encarnacion [5.9984 remaining days = 1.98 days payout].)
4. That, in this case only, the funds to be paid from this agreement shall be paid directly to the unit members as a cash payout for their unused vacation time and not deposited into their respective 403(b) accounts as required in Article 28 (F).

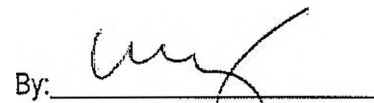
The signatures of the parties appearing below indicate consent and ratification by the parties according to their own procedures.

Ulster BOCES Administrators' Association

By: 
GENNA SURACI
President, UBAA

Date: 9/8/15

Ulster BOCES

By: 
CHARLES KHOURY
District Superintendent &
Chief Executive Officer

Date: 9/4/15