

# MEMORANDUM OF AGREEMENT

between  
Ulster County BOCES  
and

Ulster BOCES Teaching Assistants' and Teacher Aides' Organization

9/21/2022 BOEING  
**APPROVED**

## CONTRACT AGREEMENT – 2021--2025

This Memorandum of Agreement between the Ulster BOCES, (hereinafter "BOCES"), and the **ULSTER BOCES TEACHING ASSISTANTS' AND TEACHER AIDES' ORGANIZATION** (hereinafter "UBTATA"), both located at 175 Route 32 North, New Paltz, New York 12561 have reached the following agreement:

**WHEREAS**, this AGREEMENT entered into on the \_\_\_\_ day of August 2022, by and between the BOCES and the UBTATA for a successor collective bargaining agreement to the 2016-2021 collective bargaining agreement between BOCES and UBTATA.

1. All terms of the 2016-2021 agreement between the parties shall continue in the successor agreement except as modified by this Memorandum of Agreement.

2. **Article 9.2. Grievance Procedure (NEW Stage 4)**

C. Stage 3 ~ Delete the last sentence in the paragraph. "The decision of the Board of Education or the Board Committee shall be final and binding upon the grievant."

D. Stage 4 ~ **NEW**

1. In the event the Organization wishes to appeal an adverse decision at Stage 3, it shall appeal to arbitration by filing a demand for arbitration upon the District Superintendent within ten (10) days of receipt of the Stage 3 decision.
2. The demand for arbitration shall identify the issues sought to be submitted to arbitration and the specific section or sections of this Agreement which the Organization claims have been violated. The demand for arbitration may not add to the issues previously considered at Stages 2 or 3.
3. A representative of the Organization will meet with a representative of the District to agree on an arbitrator. In the event the parties are unable to agree on an arbitrator, one will be selected from a list of the American Arbitration Association (AAA) utilizing the selection process of AAA.
4. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement.
5. The cost of the services of the arbitrator will be divided equally between the Board and the Organization.
6. The decision of the arbitrator shall be final and binding on the parties.
7. Either party may, with the consent of the other party, request the expedited arbitration procedure as administered by the American Arbitration Association (AAA).

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

3. **Article 11.3 - Sick Leave** **Catastrophic Leave Bank**

Change paragraph to read as follows"

See "Appendix A" Ulster County BOCES Teaching Assistants' and Teacher Aides' Organization Catastrophic Leave Bank Policy.

"Appendix A" (Attached)

All Forms need to be updated.

4. **Article 11.11 – Injured in the Performance of Duty** **NEW**

Any member of the bargaining unit who is injured in the performance of his or her duties as a direct result of a physical assault by a student and who has filed an application for Workers' Compensation benefits where the BOCES does not dispute the circumstances of the injury shall, upon exhaustion of his/her personal sick leave (and donated sick days and sick leave bank days, if any) may be eligible to apply for an award from the Catastrophic Leave Bank regardless of contribution status.

5. **Article 13.1 – Health Insurance**

Unit members shall contribute toward the cost of the premium for family or individual health insurance coverage through DEHIC EPO20, as follows:

Effective July 1, 2022 – 10%

Effective July 1, 2023 – 11%

Effective July 1, 2024 – 12%

Unit members in each year of this agreement, shall receive a single, supplemental payment, not related to salary, which shall equal the dollar amount of their increased contribution as represented by the following example:

Year	Premium Cost	Member Rate	Member Contribution	Supplemental Payment
2021-22	\$10,000	9%	\$900	-
2022-23	\$10,500	10%	\$1,050	\$150
2023-24	\$11,025	11%	\$1,213	\$163
2024-25	\$11,576	12%	\$1,389	\$176



6. **Article 15.A. – Retirement – Sick Day Compensation**

Increase compensation for unused sick days at retirement as follows:

Effective July 1, 2022	1-186 days	\$55.00/day
Effective July 1, 2023	1-186 days	\$60.00/day

7. **Article 15.B.3. – Retirement – Health Insurance**

Change as follows;

Upon submission of a letter of resignation for the purpose of retirement into the New York State Employee Retirement System, effective on the date of retirement ~~Immediately prior to sending the letter of resignation~~ the unit member must have been employed by BOCES as a Teaching Assistant, Teacher Aide, LPN/Teacher Aide, Occupational Therapy Assistant, or Physical Therapy Assistant, on a full time basis (thirty (30) or more hours per week) for a ten (10) year continuous period without breaks, immediately preceding the resignation date, except for approved leaves of absences without pay.

(Example: September 1, 1990 – June 30, 1991 (1 year of service). Break in Service. September 1, 1994 – June 30, 2003 (9 years of service). This equals 9 years of continuous service credit toward Health Insurance in retirement, due to the break in service.)

8. **Article 17 – Compensation**

Article 17.1 - Teacher Aides

Article 17.2 - Teaching Assistants

Article 17.3 - Occupational Therapy Assistants & Physical Therapy Assistants

Increase base salaries for Teacher Aides, Teaching Assistants, and Occupational Therapy Assistants & Physical Therapy Assistants by \$1,450 each year of the contract, 2021-2022 through 2024-2025.

2021-2022	Increase all base salaries by \$1,450
2022-2023	Increase all base salaries by \$1,450
2023-2024	Increase all base salaries by \$1,450
2024-2025	Increase all base salaries by \$1,450

Update Table A and Table B.

9. **Article 17.2.A.1. – Level III Certification Differential**

Increase Level III differential as follows:

Effective July 1, 2022 - \$1,750

10. **Article 17.2 A.2. – Special Area Assignment Stipend**

Increase Special Area Assignment Stipends by \$100 each year (2022-2023, 2023-2024, and 2024 – 2025)

Effective July 1, 2022 – \$2,500

Effective July 1, 2023 – \$2,600

Effective July 1, 2024 – \$2,700

**11. Article 17.5 – Longevity**

For each year (2022-2023, 2023-2024, and 2024-2025) BOCES will provide a pot of money not to exceed \$3,500, to be applied to the longevity schedule. The recommendation for placement of increases on the salary schedule by the UBTATA for the following school year, are due by February 1.

See Table C.

**12. Article 17.6 – Extra Classroom Salary Schedule**

1. Change first paragraph to read as follows: "Upon annual appointment by the Board of Education, unit members will be paid the following stipends:"

2. Increase the stipends as follows:

Skills USA Lead Advisor: \$100 increase each year (2022-2023, 2023-2024, 2024-2025)

Effective July 1, 2021 – \$1,500

Effective July 1, 2022 – \$1,600

Effective July 1, 2023 – \$1,700

Effective July 1, 2024 – \$1,800

Honor Society Advisor: \$100 increase each year (2022-2023, 2023-2024, 2024-2025)

Effective July 1, 2021 – \$ 750

Effective July 1, 2022 – \$ 850

Effective July 1, 2023 – \$ 950

Effective July 1, 2024 – \$1,050

Mentor Coordinator: \$1,650 (MOA) **NEW**

Mentor: \$1,000 ~ (1:15 Co-Hort) **NEW**

Toileting/Diapering Stipend (MOA) **NEW**

ADD LANGUAGE FROM MOA

1. School Year - \$3,000 maximum (180 x \$16.67)
2. Summer School Program - \$500 maximum (30 x \$16.67)
3. Daily Rate - \$16.67

Yearbook Advisor: **NEW**

Effective July 1, 2022 – \$1,050

(Yearbook Advisor has been a UBTO position. An MOA was made with the UBTO and UBTATA to fill this position for 2021-2022. (UBTO ~ \$1,000/year stipend.)

**13. Article 17.7.A. – Additional Pay for Being Assigned as Substitute Teacher**

Increase the additional pay for a Teaching Assistant assigned as a substitute teacher to:

Year	Full Day	Half Day	Scheduled Period
Effective July 1, 2022	\$80.00	\$40.00	\$15.00



14. Article 17.7.B. – Teacher Aides Assigned to take over as a Teaching Assistant  
Increase the additional amount paid for a Teacher Aide being assigned as a substitute teaching assistant to \$50 for a full day and \$25 for a half day.

Year	Full Day	Half Day
Effective July 1, 2022	\$50.00	\$25.00

15. Effective Date – Article 19.2

This Agreement shall be effective July 1, 2021, and shall continue in effect through June 30, 2025.

The signatures of the parties appearing below indicates consent subject to ratification by the parties, according to their own procedures.

**Ulster BOCES Teaching Assistants' and Teacher Aides' Organization**

Date: 9/21/22

By: Jeralyn A. Peretta  
**JERALYN PERETTA**  
President, UBTATA

**Ulster BOCES**

Date: 9/21/2022

By: Charles Khoury  
**DR. CHARLES KHOURY**  
District Superintendent

## Appendix A

### Ulster County BOCES Teaching Assistants' and Teacher Aides' Organization ~~Sick Bank~~ **Catastrophic Leave Bank Policy**

#### I. MEMBERSHIP STATEMENT

This policy covers employees **unit members** who are classified as employees **unit members** in the Ulster County BOCES Teaching Assistants' and Aides' Organization consisting of Teacher Aides and Certified Teaching Assistants, Occupational Therapy Assistants, Physical Therapy Assistants, and LPN/Teacher Aide, and Job Coaches, Child Care Assistants and Child Care Aides.

#### II. PURPOSE

The Sick **Catastrophic Leave** Bank has been created through the contribution of sick leave by employees **unit members** of the Teaching Assistants' and Teacher Aides' Organization for fellow employees **unit members** who are experiencing extensive loss of time due to a catastrophic event. Catastrophic is defined as a severe illness, a severe physical condition, or severe accident producing a life threatening or severely incapacitating condition for which extensive medical treatment or prolonged absence from work is necessary. Also included are unit members who are injured in the performance of their duties as a direct result of a physical assault by a student and who have filed an application for Workers' Compensation benefits where BOCES does not dispute the circumstance of the injury. Only catastrophic medical problems will be considered for leave withdrawals from the bank. A catastrophic event may also involve a condition which is diagnosed by a physician as creating a substantial risk of death or permanent disability.) Illness or medical problems of a short-term nature shall not be considered. If a procedure can be performed (i.e. knee replacement is just one example among many) during non-instructional time, withdrawal from the Bank will not be considered. ~~illness, accident or recuperation.~~ It is expected that the beneficiaries of the **Catastrophic Leave** Sick Bank benefits will return to work and are not permanently disabled to the extent that their disability cannot be accommodated. The **Catastrophic Leave** Sick Bank is funded solely by and for employees **unit members** in the above listed classifications who choose to participate and meet the eligibility requirements to participate. Participation shall be limited to contributing employees **unit members**.

#### III. ELIGIBILITY

##### A. Current Employees

- ◆ Effective July 1, 2022, current employees **unit members** who have completed one (1) year of continuous employment shall either have already contributed one (1) day of unused sick leave to the existing **Catastrophic Leave** Sick Bank and shall be required to contribute one (1) additional day or will be eligible to join, during a special "Open Enrollment" period to join the Sick Bank by contributing one (1) day of unused sick leave to the **Catastrophic Leave** Sick Bank. Thereafter, unit members must contribute one (1) sick day from their annual accrual each year in order to participate in the **Catastrophic Leave** Bank.
- ◆ The special enrollment period will be held prior to the implementation of this policy to give all interested current employees **unit members** an opportunity to join the **Catastrophic Leave** Sick Bank without having to meet the one (1) year service requirement that will be enforced once this policy is activated.



## B. New Employees

- ◆ Effective July 1, 2022, all new employees unit members may join the **Catastrophic Leave** Sick Bank after a minimum **the completion** of one (1) year of service at Ulster BOCES by donating one (1) day of their accumulated sick leave days during the annual open enrollment periods which shall be September 1 through September 30 and March 1 through March 31 annually. **Thereafter, unit members must contribute one (1) sick day from their annual accrual each year in order to participate in the sick bank.**
  - ◆ The **Catastrophic Leave** Bank year shall be July 1 through June 30.
  - ◆ ~~At the time of initial hire a form will be given to each new employee stating the date of their eligibility for membership. The new hire may elect to join the Sick Bank at the time of hire by signing the *Enrollment Contribution* form or wait until the Open Enrollment period after the eligibility date for membership has past.~~
  - ◆ If **Once** an Enrollment Contribution form has been signed, the Personnel Department will deduct one (1) accumulated, earned sick leave day from the employee's **unit members** sick day accrual during the appropriate open enrollment period, **and then one (1) additional sick leave day each year to continue participation in the Catastrophic Leave Bank. (September 30)**
  - ◆ It is the employee's **unit member's** responsibility to notify the Personnel Department in writing, if they decide not to participate in the **Catastrophic Leave** Sick Bank after ~~and they have initially enrolled. signed an Enrollment Contribution form at the time of hire.~~ This notification must be received prior to their enrollment eligibility date. **start of the Catastrophic Leave Bank year. (July 1)**
  - ◆ Once membership has been established Sick Bank members shall waive the right to reclaim days contributed.
  - ◆ **If there are an excessive number of days remaining in the Catastrophic Leave Bank at the end of a year, as determined by the committee, the committee may declare a donation holiday.**
- Applications for new membership must be submitted during the open enrollment periods of September 1 through September 30 and March 1 through March 30 annually.

## IV. ADMINISTRATION

- ◆ The **Catastrophic Leave** Sick Bank shall be administered by a **Catastrophic Leave** Sick Bank Committee consisting of two (2) members of the Teaching Assistants' and Aides' Organization and two (2) administrators.
- ◆ The two (2) Teaching Assistants' and Aides' Organization ~~employees~~ **unit members** will be appointed at the Organization's Annual reorganization meeting.
- ◆ Each appointed committee member will serve a one (1) year term.
- ◆ The Director, School Business will act as the Executive Director for the **Catastrophic Leave** Sick Bank Committee. This administrator will compile all necessary paperwork, organize all meetings but will not have voting rights.
- ◆ The **Catastrophic Leave** Sick Bank Committee will act on requests made to the **Catastrophic Leave** Sick Bank in a timely manner. In the event that a majority decision cannot be reached, a fifth neutral person, agreed on by the committee members will be called in to review the case and cast the deciding vote. Upon formation, the committee shall appoint an individual who shall act as a fifth and deciding vote.
- ◆ The **Catastrophic Leave** Sick Bank Committee is authorized to develop rules and regulations regarding its procedures provided they are in accordance with this policy and are approved by the District Superintendent.



## V. REQUIREMENTS FOR APPLICATION OF BENEFITS

- ◆ The applicant must prove need to the **Catastrophic Leave** Sick Bank Committee for extensive loss of time as a result of **catastrophic event**. ~~illness, accident or recuperation~~. Maternity leave and any other **family medical leave** situation will not qualify for benefits under this policy.
- ◆ An application for **Catastrophic Leave** Sick Bank benefits that is related to a Workers' Compensation claim, **that is not an injury sustained in the performance of their duties as a direct result of a physical assault by a student**, will be considered in the same manner as all other eligible cases, with the exception that any reimbursements for lost wages received by Ulster BOCES from Workers' Compensation will first be used to restore the Sick Bank and the remainder, if any, will be credited to the employee **unit member**.
- ◆ A completed application form supported by a physician's statement must be submitted to the **Catastrophic Leave** Sick Bank Committee. The Committee, at its discretion, can require additional information from the applicant's physician and/or request an independent medical examination conducted by or under the direction of the school physician. The decision of the **Catastrophic Leave** Sick Bank Committee shall be final.
- ◆ To be eligible to receive **Catastrophic Leave** Sick Bank days the member's accumulated sick leave days must be exhausted and a two (2) week deductible period must have been met. *[The two (2) week deductible period is defined as ten (10) continuous workdays of absence due to illness, accident or recuperation, whether sick leave is paid or unpaid.]*
- ◆ The two (2) week deductible time period shall be applied to each ~~catastrophic event~~ illness that is submitted to the **Catastrophic Leave** Sick Bank Committee for consideration.

## VI. BENEFITS

The **Catastrophic Leave** Sick Bank Committee may grant up to the maximum number of **Catastrophic Leave** Sick Bank days (180 days in total during their employment) to **unit** members whose applications are approved and who meet the following criteria:

**An eligible member may withdraw no more than (180) days from the bank during his/her employment, subject to the availability of days in the bank.**

**No one eligible for bank may use such bank more than once for the same illness or injury. To determine if it is the same illness or injury, on the second application to the bank, the committee may ask that a determination be made by an outside physician, who would be entitled to get the records of the first illness or injury in order to make his or her decision. The Board will pay for the outside physician's charge.**

**If, in the opinion of the Catastrophic Leave Bank Committee, there has been abuse of the Bank by any unit member, such unit member may be denied the privilege of being a member of the Catastrophic Leave Bank. This decision of the committee is non -grievable**

- ◆ 1 - 3 continuous\* years of employment – maximum 10 days per year
- ◆ 4 - 5 continuous\* years of employment – maximum 20 days per illness/accident/recuperation
- ◆ 6 -10 continuous\* years of employment – maximum 30 days per illness/accident/recuperation
- ◆ 11-15 continuous\* years of employment – maximum 50 days per illness/accident/recuperation
- ◆ 16 + continuous\* years of employment – maximum 75 days per illness/accident/recuperation

\* Continuous employment shall be calculated from the employee's date of hire through the date the **Catastrophic Leave** Sick Bank Application form is received in the office of Executive Director of the **Catastrophic Leave** Sick Bank. Unpaid Leave of Absence up to one (1) year will be counted as continuous employment.

\* There is no entitlement by unit members to the above schedule of benefits that exceed the actual days in the Sick Bank.



The Committee, in its sole discretion, may modify these limits based on the circumstances that create the need. The decision of the Committee is final and not subject to appeal.

#### **VII. CARRYOVER OF DAYS**

All days that remain in the **Catastrophic Leave** Sick Bank on October 15 shall be carried over into the following **Catastrophic Leave** Sick Bank year up to a maximum of 2 ½ times the **Catastrophic Leave** Sick Bank membership on that date.

#### **VIII. RENEWAL OF DEPLETED CATASTROPHIC LEAVE BANK**

- ◆ When the **Catastrophic Leave** Sick Bank is depleted to **thirty (30)** days, prior membership by all participants becomes null and void. The Personnel Department will send a notice to each **eligible unit** member requesting the contribution of one (1) unused sick day by all ~~employees~~ **unit members** who wish to remain members of the **Catastrophic Leave** Sick Bank. If the **Catastrophic Leave** Sick Bank has been exhausted, no one will be eligible for benefits until it has been replenished by the participating membership.
- ◆ **Catastrophic Leave** Sick Bank members who are receiving benefits at the time the Bank is depleted shall remain eligible for their approved benefits ~~as listed above or~~ until the **Catastrophic Leave** Sick Bank days are exhausted. In order to continue membership in the **Catastrophic Leave** Sick Bank these ~~employees'~~ **unit members** must donate one (1) sick day upon receipt of the ~~employee's~~ unit member's annual sick day allotment. A form authorizing this donation will be signed at the time the **Catastrophic Leave** Sick Bank is being replenished by the **Catastrophic Leave** Sick Bank membership.

#### **IX. DONATION OF SICK DAYS**

**Unit** members who are separating from their employment at Ulster BOCES or have reached the maximum sick leave accrual of **186** days, may donate their unused or excess sick leave days to the **Catastrophic Leave** Sick Bank. A form must be completed authorizing this option.

TABLE C

Longevity Step	Current Longevity Step Amount	Step Increase Amount (per year)	Longevity 2022-2023	Longevity 2023-2024	Longevity 2024-2025
1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	\$800.00	\$0.00	\$800.00	\$800.00	\$800.00
3	\$1,100.00	\$0.00	\$1,100.00	\$1,100.00	\$1,100.00
4	\$1,200.00	\$0.00	\$1,200.00	\$1,200.00	\$1,200.00
5	\$1,300.00	\$0.00	\$1,300.00	\$1,300.00	\$1,300.00
6	\$1,400.00	\$25.00	\$1,425.00	\$1,450.00	\$1,475.00
7	\$1,500.00	\$25.00	\$1,525.00	\$1,550.00	\$1,575.00
8	\$1,600.00	\$25.00	\$1,625.00	\$1,650.00	\$1,675.00
9	\$1,700.00	\$25.00	\$1,725.00	\$1,750.00	\$1,775.00
10	\$2,300.00	\$25.00	\$2,325.00	\$2,350.00	\$2,375.00
11	\$2,450.00	\$25.00	\$2,475.00	\$2,500.00	\$2,525.00
12	\$2,600.00	\$25.00	\$2,625.00	\$2,650.00	\$2,675.00
13	\$2,750.00	\$25.00	\$2,775.00	\$2,800.00	\$2,825.00
14	\$2,900.00	\$25.00	\$2,925.00	\$2,950.00	\$2,975.00
15	\$3,200.00	\$25.00	\$3,225.00	\$3,250.00	\$3,275.00
16	\$3,450.00	\$0.00	\$3,450.00	\$3,450.00	\$3,450.00
17	\$3,600.00	\$0.00	\$3,600.00	\$3,600.00	\$3,600.00
18	\$3,750.00	\$0.00	\$3,750.00	\$3,750.00	\$3,750.00
19	\$3,900.00	\$0.00	\$3,900.00	\$3,900.00	\$3,900.00
20	\$4,200.00	\$0.00	\$4,200.00	\$4,200.00	\$4,200.00
21	\$4,350.00	\$545.00	\$4,895.00	\$5,440.00	\$5,985.00
22	\$4,500.00	\$545.00	\$5,045.00	\$5,590.00	\$6,135.00
23	\$4,650.00	\$545.00	\$5,195.00	\$5,740.00	\$6,285.00
24	\$4,800.00	\$545.00	\$5,345.00	\$5,890.00	\$6,435.00
25	\$4,950.00	\$545.00	\$5,495.00	\$6,040.00	\$6,585.00



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and  
Ulster BOCES Teaching Assistants' and Teacher Aides' Organization

9/21/2022 BOCES  
**APPROVED**  
(RD)

## AGREEMENT TO CONTINUE DISCUSSION

Highly Qualified Teaching Assistant Stipend  
Pathway to Teacher Certification Tuition Reimbursement

This Memorandum of Agreement between the Ulster BOCES, (hereinafter "BOCES"), and the **ULSTER BOCES TEACHING ASSISTANTS' AND TEACHER AIDES' ORGANIZATION** (hereinafter "UBTATA"), both located at 175 Route 32 North, New Paltz, New York 12561 have reached the following agreement:

**WHEREAS**, the BOCES and the UBTATA recognizes that there is a need to discuss the area of Highly Qualified Teaching Assistant and the Pathway to Teacher Certification for Teaching Assistants, and

**WHEREAS**, these discussions will need time to provide data and proposals, and

**WHEREAS**, the BOCES and the UBTATA do not want to hold up the contract agreement for 2021-2025,

**THEREFORE, BE IT RESOLVED**, the UBTATA and BOCES agree to the following:

1. Being discussion as soon as practical during the 2022-2023 school year.
2. Create the definition of a Highly Qualified Teaching Assistant.
3. Continue discussions regarding a stipend for Highly Qualified Teaching Assistant.
4. Continue discussions on a plan to create a Pathway to Teacher Certification for Teaching Assistants, including the discussion to create a Tuition Reimbursement Plan for Teaching Assistants who are identified to enter this program.

The signatures of the parties appearing below indicates consent subject to ratification by the parties, according to their own procedures.

**Ulster BOCES Teaching Assistants' and Teacher Aides' Organization**

Date: 9/21/22

By: Jeralyn A. Peretta  
**JERALYN PERETTA**  
President, UBTATA

**Ulster BOCES**

Date: 9/21/2022

By: Charles Khoury  
**DR. CHARLES KHOURY**  
District Superintendent

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Ulster BOCES Teaching Assistants' and Teacher Aides' Organization

## CONTRACT AGREEMENT – 2016-2021

This Memorandum of Agreement between the Ulster BOCES, (hereinafter "BOCES"), and the **ULSTER BOCES TEACHING ASSISTANTS' AND TEACHER AIDES' ORGANIZATION** (hereinafter "UBTATA"), both located at 175 Route 32 North, New Paltz, New York 12561 have reached the following agreement:

**WHEREAS**, this AGREEMENT entered into on the 13<sup>th</sup> day of September 2018, by and between the BOCES and the UBTATA for a successor collective bargaining agreement to the 2012-2016 collective bargaining agreement between BOCES and UBTATA.

1. All terms of the 2012-2016 agreement between the parties shall continue in the successor agreement except as modified by this Memorandum of Agreement.

2. Compensation

2016-2017	Increase all base salaries by \$500.00
2017-2018	Increase all base salaries by \$750.00
2018-2019	Increase all base salaries by 4.00%
2019-2020	Increase all base salaries by 4.00%
2020-2021	Increase all base salaries by 5.00%

3. Longevity

Effective upon ratification of this agreement beginning with the 2018-2019 school year, increase longevity as follows:

Steps 2-15	Add \$100.00 to each Step
Steps 16 and Above	Add \$200.00 to each Step

4. Health Insurance – Article 13.1 Hospitalization

- a. All individuals hired into the unit on or after October 1, 2018 shall have DEHIC EPO20 as their only health insurance option.
- b. Effective July 1, 2020:
  1. All unit members shall have the DEHIC EPO20 as their only health insurance option.
  2. Unit members shall contribute nine percent (9.0%) toward the cost of premium of the DEHIC EPO20 effective with their entrance into the EPO20.
  3. If a unit member selects any health insurance plan other than the EPO20, the unit member shall pay the entire cost of the premium difference between the EPO20 and the other plan.



5. Sick Leave – Article 11.2 (c)

Add "grandchild who resides in the same household" to the definition of immediate family.

6. Bereavement Leave – Article 11.6.

Add "son-in-law and daughter-in-law" to the definition of immediate family.

7. Reassignment Request Due to Injury/Violence – Article 10.8. NEW

When a unit member is assaulted by a student that results in injury to the unit member or when a student makes a credible threat of violence against the unit member's family or property, the unit member may requested a new assignment. It is understood that, due to program constraints, there may be no other assignment suitable for the unit member. The decision to disapprove any such request shall not be grievable.

8. Effective Date – Article 19.2

This Agreement shall be effective July 1, 2016, and shall continue in effect through June 30, 2021.

The signatures of the parties appearing below indicates consent subject to ratification by the parties, according to their own procedures.

Ulster BOCES Teaching Assistants' and Teacher Aides' Organization

Date: Sept 24, 2018

By: Michelle Rosu  
Michelle Rosu

President, UBTATA

Ulster BOCES

Date: 9/26/18

By: Charles V. Khoury  
Charles Khoury  
District Superintendent

TABLE A

ULSTER BOCES TEACHER AIDES

		(+\$500)	(+\$750)	(+4%)	(+4%)	(+5%)
	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
BASE SALARY	19,550	20,050	20,800	21,632	22,497	23,622



**TABLE B**  
**ULSTER BOCES TEACHING ASSISTANTS**

	<u>2015-2016</u>	(+\$500) <u>2016-2017</u>	(+\$750) <u>2017-2018</u>	(+4%) <u>2018-2019</u>	(+4%) <u>2019-2020</u>	(+5%) <u>2020-2021</u>
BASE SALARY	24,720	25,220	25,970	27,009	28,089	29,493
*Step 3	26,182	26,682	27,432	28,529	29,670	31,154
Special Area Assignment Stipend	2,400	2,400	2,400	2,400	2,400	2,400
Level III Certification Differential	1,500	1,500	1,500	1,500	1,500	1,500

\*As per the Memorandum of Agreement signed on March 18, 2009.

**TABLE C**

**ULSTER BOCES TEACHING ASSISTANTS' & TEACHER AIDES' ORGANIZATION**

**LONGEVITY**

Longevity Step	Old Add	2013-2014	New \$\$\$	2018-2019
		Old Longevity		New Longevity
1	0	0	0	0
2	\$700	\$700	\$100	\$800
3	\$300	\$1,000	\$100	\$1,100
4	\$100	\$1,100	\$100	\$1,200
5	\$100	\$1,200	\$100	\$1,300
6	\$100	\$1,300	\$100	\$1,400
7	\$100	\$1,400	\$100	\$1,500
8	\$100	\$1,500	\$100	\$1,600
9	\$100	\$1,600	\$100	\$1,700
10	\$600	\$2,200	\$100	\$2,300
11	\$150	\$2,350	\$100	\$2,450
12	\$150	\$2,500	\$100	\$2,600
13	\$150	\$2,650	\$100	\$2,750
14	\$150	\$2,800	\$100	\$2,900
15	\$300	\$3,100	\$100	\$3,200
16	\$150	\$3,250	\$200	\$3,450
17	\$150	\$3,400	\$200	\$3,600
18	\$150	\$3,550	\$200	\$3,750
19	\$150	\$3,700	\$200	\$3,900
20	\$300	\$4,000	\$200	\$4,200
21	\$150	\$4,150	\$200	\$4,350
22	\$150	\$4,300	\$200	\$4,500
23	\$150	\$4,450	\$200	\$4,650
24	\$150	\$4,600	\$200	\$4,800
25	\$150	\$4,750	\$200	\$4,950





**UBTAAO**

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**ULSTER COUNTY BOARD OF  
COOPERATIVE EDUCATIONAL SERVICES**

**AND**

**ULSTER BOCES  
TEACHING ASSISTANTS' AND AIDES'  
ORGANIZATION**

**JULY 1, 2012 - JUNE 30, 2016**



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**AGREEMENT** made July 1, 2012, between Ulster County Board of Cooperative Educational Services hereinafter referred to as the "District," and the Ulster County BOCES Teaching Assistants' and Aides' Organization, hereinafter referred to as the "Organization."

## **ARTICLE 1 – RECOGNITION**

### **1.1 Exclusive Representation**

The District has recognized the Organization as the exclusive agent for employees in a negotiating unit consisting of Teacher Aides, Certified Teaching Assistants, Occupational Therapy Assistants, Physical Therapy Assistants, Child Care Assistants, Child Care Aides, and School Monitors employed by the District, exclusive of substitutes.

### **1.2 Definition of Substitute Employee**

An employee appointed for a period known at the time of appointment to be for a period less than sixty (60) days shall be a per diem substitute. If the employee works less than sixty (60) days, the employee will be paid on a per diem rate, with no benefits. If the employee works for more than sixty (60) consecutive days, the employee shall receive prorated benefits such as sick days, personal days and salary, retroactive to the first day of employment.

### **1.3 Eligibility**

The Organization shall maintain its eligibility to represent all unit members by continuing to admit persons to membership without discrimination on the basis of race, religion, color, national origin, gender, age, marital status, sexual orientation, gender identity or expression, genetic information, disability, veteran's status, and to represent all unit members in the bargaining unit without regard to membership or participation in, or association with the activities of, any employee organization. The District shall continue its policy of not discriminating against any unit member on the basis of race, religion, color, national origin, gender, age, marital status, sexual orientation, gender identity or expression, genetic information, disability, veteran's status, or membership in, or association with the activities of any employee organization.

## **ARTICLE 2 – LEGISLATIVE AUTHORITY**

### **2.1 Statement of Condition**

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

### **2.2 No Strike Pledge**

The Organization and the District recognize that strikes by unit members are contrary to law and public policy. The Organization and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Organization agrees that it will not strike, conduct a slow down or work stoppage against the District, or assist or participate in any strike, slow down or work stoppage against the District, or impose an obligation upon its members to conduct, assist or participate in any strike, slow down or work stoppage against the District.

## ARTICLE 3 – ORGANIZATION RIGHTS

### 3.1 **Organization Meetings**

The Organization shall have the right to conduct meetings on District property. The Organization shall be subject to District policy regarding the use of District property and the District shall have the right to make and enforce rules in regard to the use of District property without consultation with the Organization. The Organization shall request prior permission for the use of any District building with the appropriate building administrator. Such permission shall not be unreasonably withheld.

### 3.2 **Organization Business**

The Organization President or designee shall be entitled to leave with pay three (3) days each year. Application for such use shall be made to the District Superintendent. Upon approval by the District Superintendent, the representative shall notify the appropriate site supervisor.

### 3.3 **Bulletin Boards**

Bulletin board space for Organization use shall be provided in each school.

### 3.4 **Intra-School Mail**

The Organization shall be allowed continued use of the intra-school mail for the distribution of its communications to members on a reasonable basis.

### 3.5 **Copies of Contract**

Each employee shall be given a copy of the contract at District expense. The Organization shall be given twenty (20) extra copies per year.

### 3.6 **Dues Deductions**

A. Dues for the Organization shall be deducted from the salaries of all members. A dues structure statement will be provided by the Organization to the District by September 1 of each year. The District shall forward the dues collected to the Organization by the 5th of each month.

#### B. **Agency Fee:**

1. The District shall deduct from the salaries of those members of the bargaining unit who are not members of the Organization a service fee (agency fee) equivalent to the total annual per capita dues paid by members of the Organization.
2. The agency fee shall be deducted in the same manner as payroll deduction of dues, described in Section A above.
3. Any bargaining unit member subject to the agency fee charge who is employed for less than a full school year or for less than a full-time equivalent position shall pay a service fee equivalent to the pro rata portion of the total dues paid by members of the Organization.



4. The Organization has affirmed that it has adopted the procedure for refund of agency fee deductions as required in Section 208-3(b) of the Civil Service Law.
5. The Organization hereby agrees that it will at all times hereafter indemnify and save harmless the District against any liability, loss, damage, cost or expense which it may incur or sustain by reason of any action, suit or proceeding which may be brought against the District by any other person, firm or corporation that may have been or may be claimed to have been damaged or injured in any way by reason of the foregoing agency fee provision in this contract. It is further agreed that in the event any action, suit or proceeding is brought against the District or any officer or employee for any liability arising out of the aforesaid agency fee provision the said District Officer or employee shall at once give notice in writing to the Organization by mail addressed to the President of the Organization. Upon the giving of such notice, the Organization at its own expense shall defend any such action, suit, or proceeding and take all such steps as may be necessary or proper therein to prevent the obtaining of a judgment against the District or its officer or employee, and in the event that any such judgment is obtained by the District prior to the making of any demand upon the District for payment, will pay such judgment in its entirety.

### **3.7 Payroll Options**

- A. Each employee shall be paid on at least a semi-monthly basis throughout the school year according to the payroll dates announced by the District. Employees who were on the payroll on the preceding June 30 shall receive their first check, representing compensation for services actually performed, on the first payroll date in September.
- B. Each employee shall have the option of having the employee's semi-monthly payment reduced so as to permit the payment, upon completion of the employee's assigned responsibilities, of a lump sum equal to an additional four paychecks at the close of the school year.
- C. Prior to June 30 of each school year, or at the start of employment, the District shall provide salary option forms for each employee to complete for succeeding year for informational purposes only.

### **3.8 Delivery of Paychecks**

The District shall maintain its best efforts to have paychecks deposited not later than the end of the morning session of announced payroll dates.

**3.9 Holiday Payroll**

When payroll days fall within a holiday period, the check for that payroll date will be deposited on the last working day preceding the holiday period.

**3.10 Payroll Deposits**

All payroll checks shall be electronically deposited by Ulster BOCES Treasurer into the accounts (maximum two) designated by the employee. 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. All employees shall have access to the WinCap Web system for receiving the record of their payroll information traditionally printed on their paystub.

**3.11 Employee List**

On October 1 and February 1 of each year, the District shall provide the Organization with a list of names and mailing addresses of all members of the bargaining unit and a seniority list for Teacher Aides and Certificated Teaching Assistants, Occupational Therapy Assistants, Physical Therapy Assistants and Job Coaches.

**3.12 Minutes**

The District shall mail to the President of the Organization a copy of the official minutes of each meeting of the Board of Education.

**ARTICLE 4 – DISTRICT FILES**

**4.1 Filing of Reports**

No material shall be placed in a District file about an employee unless the employee has had an opportunity to read the material. The employee shall acknowledge that the employee has read such material by affixing a signature on the actual copy to be filed with the understanding that such signature does not necessarily indicate agreement with its contents. The employee shall have the opportunity to answer any material inserted in the file and such answer shall be filed together with the material objected to. A free copy of any material added to the member's file shall be provided to the employee at the time of filing. The District, upon request, shall provide additional copies of materials in a member's file at the rate otherwise charged by the District for the copying of documents under the Freedom of Information Law.

**4.2 Review of Files**

The review of a file shall have the following conditions: The employee shall submit a signed request two (2) school days before the time in which he or she desires to review the file. In the event an employee is unable to review the file during normal office hours, arrangements will be made upon reasonable advance notice to permit such review at a time convenient to the employee and the District. The District shall have a representative present in any review. At the request of the employee, a representative of the Organization may be present during the review. The employee may only review the file relating to the employee and only in the appropriate administration office. The Organization or its representatives shall have no right to review employee files.



## **ARTICLE 5 – EMPLOYEE DISCIPLINE**

### **5.1 Hearing**

Any employee in the classified service who has been employed for three (3) years shall not be discharged except pursuant to the procedures specified in Section 75 of the Civil Service Law.

## **ARTICLE 6 – EVALUATION**

### **6.1 Purpose and Format**

Employees shall be evaluated for the purpose of determining their competency in performing their assignments. The number and type of evaluation shall be determined in the District's sole discretion. Upon request, the District and Organization shall meet and confer regarding suggestions as to changes in the evaluation sheets.

### **6.2 Observations**

All formal observations of an employee's performance will be conducted openly and with the full knowledge of the employee. The District shall have the right to conduct informal observations at any time. Every effort shall be made to provide a copy of any observation report or of any evaluation report prepared by the employee's supervisor within five (5) working days. If a conference is requested, every effort will be made to discuss the report of evaluation with the supervisor within five (5) working days of receipt by the unit member prior to including it in the district file. The employee shall have the right to submit a response to any report or evaluation within ten (10) working days following receipt of the report or the requested conference and the response shall be attached to the report or evaluation.

## **ARTICLE 7 – POSTING OF VACANCIES**

### **7.1 Posting**

The District shall post notices of vacancies and/or openings of any type whatsoever occurring within the bargaining unit at all instructional sites owned and operated by BOCES and shall send a copy of each notice to the Organization president. Employees who desire a change in program or location shall make their request in writing to the director no later than March 1 of each year. All positions must be posted in all buildings where practicable, for three (3) days. Current employees must respond within three (3) days from final date for applications. Appointment to a vacancy and decisions over requests for transfer shall be made in the sole discretion of the District.

## **ARTICLE 8 – WORKSHOPS CONFERENCES AND TUITION REIMBURSEMENTS**

### **8.1 A. Attendance at Workshops and Conferences**

The District and the Organization recognize that professional development is part of the regular responsibility of an employee and that attendance at particular conferences or workshops may be of value to the District. Upon a showing of value to the District by the employee or the Organization, and upon reasonable advance notice in writing, in each year of the term of this Agreement, the District Superintendent may grant an employee one or more days of leave, without



charge to other leave credits, for the purpose of attending such a conference or workshop and/or may authorize reimbursement of the reasonable and necessary expenses of attendance at such a conference or workshop. When feasible, an employee shall be given forty-eight (48) hours notice if requested by the District to attend workshop conferences, etc., away from his/her home site.

B. Participation in Agency Sponsored Programs

Unit members may enroll tuition free in BOCES Adult Continuing Education classes as well as classes offered by the RIC or Instructional Services under the following conditions:

1. Such courses cannot be taken during the work day.
2. Enrollment is contingent upon availability of space after it is determined that adequate external enrollment is available to fund the class.
3. Any and all related costs beyond the registration fee are to be borne by the unit member including but not limited to supplies, materials, textbooks, raw materials or ingredients.
4. Unit members must verify their enrollment at their initiative on the day preceding the first class.
5. Any classes taken under this provision are not eligible for salary purposes nor for any other reimbursement claims that may otherwise be available within this agreement.

C. Tuition Reimbursement for Certain Courses

The District will reimburse up to \$750.00 per unit member per year toward the cost of coursework that meets the following criteria:

1. The coursework is functionally related to the field in which the unit member works.
2. The coursework is scheduled outside of working hours.
3. The unit member must receive prior approval from the District Superintendent or his/her designee.
4. The unit member must submit evidence of successful completion of course prior to reimbursement.
5. Coursework taken in fulfillment of requirements for a Teaching Assistant's certificate may be applied toward this reimbursement for unit members employed prior to July 1, 2006.
6. Courses taken to meet the Teaching Assistant Level III Certification requirements are not eligible for tuition reimbursement for unit members hired after June 30, 2006.

## ARTICLE 9 – GRIEVANCE PROCEDURE

### 9.1 General Provisions

- A. A grievance is a dispute involving an interpretation or application of any of the provisions of this Agreement. It shall not apply to the exercise of a judgment which is conferred by law or by this Agreement upon the District Superintendent or the Board.
- B. All grievances shall be in writing, at any stage of the grievance procedure, and shall contain the following information: (1) name and position of the grievant; (2) the section of the contract violated; (3) the date when the violation first occurred; (4) the date of the grievance; (5) a brief summary of the grievance and if on appeal from one stage to the next, the reason for the appeal; (6) the signature of the person or persons bringing the grievance.
- C. The grievant shall be an individual employee, a group of employees or the Organization.
- D. The grievance procedure shall be the sole remedy for any claimed violation of the contract.
- E. A grievance shall be deemed waived unless it is submitted within thirty (30) calendar days after the aggrieved party knew or should have known of the events or conditions on which it is based. Thereafter, the time between steps shall be measured by school days.
- F. Failure of an aggrieved employee or the Organization to bring the grievance to the first stage of the grievance procedure within thirty (30) days or to appeal a determination to the next stage of the grievance procedure within the specified time limits shall be deemed a waiver of the grievance and the grievance shall abate.
- G. Grievances shall be submitted at the lowest possible stage where relief may be granted.

### 9.2 Grievance Procedure

- A. Stage 1  
The grievance shall be presented in writing to the appropriate site supervisor or program director who shall hold a hearing and render a written decision within fifteen (15) school days of the submission of the grievance.
- B. Stage 2  
Within ten (10) school days of the disposition of the grievance at Stage 1, the grievant may appeal in writing to the District Superintendent. The District Superintendent shall hold a hearing and render a written decision within fifteen (15) school days of the submission of the appeal.



C. Stage 3

Grievances may be brought to Stage 3 only by the Organization. Within ten (10) school days of the disposition of the grievance at Stage 2, the Organization may appeal an adverse decision at Stage 2 by filing an appeal with the Clerk of the Board within ten (10) school days of receipt of the Stage 2 decision. The Board or a committee of the Board shall meet with the aggrieved employee and shall issue a written decision of the grievance within thirty (30) school days following the date on which the appeal was received. The decision of the Board of Education or the Board Committee shall be final and binding upon the grievant.

## **ARTICLE 10 – WORKING CONDITIONS**

### **10.1 Instructional Year**

All unit members shall report to work the Tuesday following Labor Day in September, in years that Labor Day falls on September 5, 6, or 7, members shall be available to report to work on the Friday before Labor Day through the Friday concluding Regents week in June. In cases where the Regents examination schedule is moved to an earlier time period, not coinciding with the end of the student year, then the end of the work year shall be set at the date, working backwards to June 30<sup>th</sup>, that would equate to the completion of the 181 day minimum work year for unit members. The work year for the bargaining unit will be a minimum of one hundred eighty-one (181) days and a maximum of one hundred eighty-four (184) days. The work year may be extended beyond the Friday concluding Regents week for a sufficient number of days to meet the minimum one hundred eighty (180) days mandated by the State Education Department if this becomes necessary because of school closings for inclement weather and/or other essential reasons and if the Commissioner of Education will not waive these requirements.

### **10.2 Payment of Final Check**

An employee shall receive the final check for the year upon final satisfactory completion of all assigned duties and professional obligations.

### **10.3 Length of Instructional Day**

All employees will work no less than the teachers' work day, site specific. Employees shall be at their work station at least fifteen (15) minutes before and after the announced time of the start and end of the instructional day. Occupational Education employees shall report to their work stations ten (10) minutes before the announced start of the afternoon session. During the work day all employees shall notify the appropriate site office prior to leaving the site and upon return to the site.

### **10.4 Lunch**

Except for emergencies, all full time employees shall receive a minimum of thirty (30) minute unassigned lunch period during the time the school district serves lunch in the cafeteria.

### **10.5 Meetings After Instructional Day**

Up to a maximum of forty-six (46) hours for professional activities may be utilized by the District within the school year and outside the instructional day (exclusive of travel time) for



the purposes which shall include, but shall not be limited to, open house, staff meetings, and the like. At the beginning of each school year the program director shall provide a tentative calendar of meetings for the remainder of the year. When additional meetings are required by virtue of unusual or emergency conditions, the District shall give two (2) days advance notice. Staff meetings shall begin no later than ten (10) minutes after the end of duty hours.

#### **10.6 Completion of Records**

Where applicable, employees shall be responsible for the maintenance and accurate completion of such records which they are directed to maintain or complete by their supervisor.

#### **10.7 Fair Compensation**

A. Unit members participating in the projects listed below will be paid \$25.00 per hour:

1. Curriculum/program development projects as set by program directors.
2. Relocated classrooms: Compensation for the set-up of relocated classrooms and/or therapy rooms shall be limited to one six (6) hour day to close down an old room and one six (6) hour day to set up a new room. Up to an additional three (3) hours may be granted if the new classroom or therapy room is in a different building.
3. Summer Shared Decision-Making Team Meetings: Compensation for attendance at summer shared decision-making teams shall be limited to six (6) hours of meeting time per team member.
4. For unit members participating in the BOCES-Wide site development meetings.

B. For work performed beyond the official school year/day, involving regularly assigned duties, unit members shall be compensated at a per diem rate of 1/200<sup>th</sup> of their respective annual salaries, prorated to actual time.

### **ARTICLE 11 – LEAVES OF ABSENCE**

#### **11.1 Personal Leave**

Unit members are granted three (3) days personal leave credits annually for the transaction of personal business that can only be accomplished at times during school hours. Personal leave shall not be used as vacation time, for the pursuit of a hobby or a vocation, or to pursue an additional vocation. These days will be available to unit members without reason. Requests for the use of personal leave shall be submitted to the District Superintendent through the Program Director in writing. The requests shall be made at least three (3) days in advance of the anticipated absence. Where this is not possible, the request for approval of such leave shall set forth in detail the reasons why the three (3) day advance notice requirement was not adhered to. Should the personal day fall immediately before or after a recess or a holiday, then requests for approval of the use of those days shall be submitted to the District Superintendent through the Program Director in writing stating the reason for the request. The District Superintendent's

decision to approve or disapprove each personal leave request under this Article shall be final and binding upon the parties and shall not be grievable in accordance with the provisions of this agreement. Unused personal days shall be converted to the unit member's sick leave accumulation at the end of each school year.

#### **11.2 Sick Leave**

- A. Employees shall receive fourteen (14) days of sick leave each year.
- B. Part time employees shall accumulate sick leave prorated to the number of hours they work.
- C. Sick leave may be utilized only for illness of the employee or illness in the employee's immediate family. As used in this section, "immediate family" shall mean the employee's father, mother, brother, sister, spouse, son, daughter, grandparent, legal guardian, mother-in-law or father-in-law.
- D. In those cases where part time employees become full time employees, full time sick leave accumulation shall begin from the date that full time status is attained and shall include those days accumulated on a part time basis. When full-time unit members become part-time unit members after the start of the school year, future sick leave shall be adjusted to reflect the change in employment status with no loss in accumulation. When such unit member(s) become part-time by assignment by the District, there will be no loss.
- E. Unused sick leave shall accumulate to one hundred eighty six (186) days.
- F. Teaching Assistants and Teacher Aides who are excessed or surplusd shall be allowed to sell back to the District up to a maximum of fifteen (15) days of unused, earned, and accumulated sick days or 50% of their unused, earned, and accumulated sick days, whichever is higher. Unit members who are terminated, transferred to another district under § 3014(b) of New York State Education Law, or reassigned are not eligible. If rehired, bought days will not be reinstated. Compensation for unused sick days shall be made three (3) months after the start of the next school year to alleviate the possibility of the unit member being rehired. The value of this sick day buyout shall be based on the rates in Article 15 – Retirement.

#### **11.3 Sick Leave Bank**

See "Appendix A" - Ulster County BOCES Teaching Assistants' and Teacher Aides' Organization Sick Bank Policy.

#### **11.4 Doctor's Certificate**

The District Superintendent may require a doctor's certificate substantiating the illness of an employee or an illness in the employee's immediate family when the employee has applied for more than three consecutive working days of sick leave. An examination or immunization required by the District shall be at the District's expense and there shall be no charge to an employee's leave credits for time spent during such examination or immunization.



**11.5 Pro Rata Sick Leave**

If an employee becomes ill before the mid-point of the workday he or she will be charged with a full day of sick leave. If the employee becomes ill beyond the mid-point of the workday, he or she will be charged only with a half day of sick leave. The length of the work day shall be determined by the site at which the employee works.

**11.6 Bereavement Leave**

Each employee shall be entitled to up to five (5) days bereavement leave for deaths in the immediate family. As used in this section, "immediate family" shall mean father, mother, brother, sister, spouse, son, daughter, legal guardian, mother-in-law, father-in-law, grandchild, grandparents, stepparents, stepchildren, stepbrother, stepsister or a person of significant relation residing in the household.

**11.7 Child Care Leave**

An employee may request a leave of absence, not to exceed two (2) years in duration for the purpose of raising a natural or adopted child.

**11.8 Jury Duty**

Any employee who is called for jury duty shall notify the District immediately upon such notice and shall cooperate with the District in attempting to obtain an adjournment of such service to the months of July or August or a period when school is not in session. If the employee is nonetheless required to serve on jury duty, the employee shall participate in the "on call" system and appear for work on those days when the employee is "on call." Any employee who cooperates with the District in rescheduling the jury service or participates in the on-call program, where possible, shall receive full salary during the period of such service, less an amount equal to the compensation paid to the employee, except for travel and meals. In lieu of a deduction, an employee may pay the amount received for jury duty, less compensation for meals and travel, directly to the District and receive full salary.

**11.9 Other Absences**

Leave may be granted by the District in the exercise of its sole discretion for any other reason it deems fit where such leave has been recommended by the District Superintendent and approved by the Board.

**11.10 Return to Employment**

Upon return from an extended leave, an employee who has completed ninety (90) school days in the school year in which the leave commenced shall receive credit for salary purposes for a full year of service. When it deems necessary, the District shall have the right to assign employees returning from leave to a different assignment upon re-commencement of employment. Whenever a leave of absence is granted for a period longer than six (6) months or when a leave of absence granted is one school year and terminates in another, the employee must notify the District at least six (6) months prior to the date of the requested return. In such cases the District shall have the right to determine whether the return shall coincide with the commencement of a semester or the school year.



## ARTICLE 12 – LIABILITY INSURANCE

### 12.1 Maintenance of Policy

The District shall continue its insurance policies covering employees using vehicles when such vehicles are in the course of their employment under specific direction of the immediate supervisor.

## ARTICLE 13 – INSURANCE BENEFITS

### 13.1 Hospitalization

- A. The District shall pay 95% of the cost of individual or family coverage in one of the following plans: Empire Alternative PPO , Empire EPO 20, MVP, or an alternate plan selected by the District providing materially identical benefits. The district contribution shall be according to the following schedule:

95% - effective July 1, 2012  
92% - effective January 1, 2014  
90% - effective July 1, 2014  
89% - effective July 1, 2015

- B. Participation in this coverage will be determined by the respective plan's eligibility requirements.
- C. The District shall continue to pay the percentage of the premium for health insurance set forth in Paragraph A for any full time employee whose position is reduced to part-time service.
- D. The District shall pay the percentage of the premium for health insurance set forth in Paragraph A for any employee who is at .5 employment or higher.
- E. The District shall pay a percentage of the premium for health insurance set forth in Paragraph A for any employee who is employed below .5 equal to the percentage of the employee's full time equivalent employment.
- F. Buy Out ~ If less than 15% of the unit members (as of February 2) voluntarily elect not to participate in a District health plan, or anyone who voluntarily changes from family to single coverage shall receive annually the sum equal to 50% of the net savings realized by the District as a result of this change in coverage. Said sum not to exceed \$2,500 each year for the life of this contract. If 15% or more of the unit members (as of February 2) voluntarily elect not to participate in a District health plan, or anyone who voluntarily changes from family to single coverage shall receive annually the sum equal to 50% of the net savings realized by the District as a result of this change in coverage; said sum not to exceed \$4,000 each year for the life of this contract. This buy-out shall be payable to the employee in his/her final paycheck. In the event that due to "change in life circumstances" such employee finds it necessary to re-subscribe to the original coverage this will be permitted.

- G. **Flexible Benefit Plan** The District and the Organization shall implement the Flexible Benefit Plan in accordance with Section 125 of the Internal Revenue Service Tax Code, with a claims administrator, mutually agreed upon. The District shall be required to provide no more monetary advance than a 1/10 per month. There will be a \$2,500 cap on member contribution for each year of this contract and a \$5,000 cap on dependent care on member contribution for each year of this contract unless these caps are reduced by state or federal regulations in which case the revised cap, based on those regulations will be in effect. This plan may be terminated by the District if any net cost is incurred by the District.

### 13.2 **Benefit Trust**

The Organization may join the UBTO Benefit Trust Fund, meeting all state and federal requirements. The District will fund the Ulster BOCES Teachers' Organization Benefit Trust Fund for the Teaching Assistants' and Teacher Aides' Organization members at the following rates:

Effective July 1, 2012      \$1,390 per eligible unit member

Upon acceptance into the UBTO Benefit Trust Fund, the District shall make quarterly contributions as follows:

1. On October 1 of each year, a count of unit members eligible to participate in the Fund shall be made and one-quarter of the amount due within the year shall be made within ten (10) days of October 15. For the purpose of the District's contributions an eligible unit member is one who is assigned to work .5 FTE employment or more per year. For those who work less than .5 FTE employment per year and elects to participate, the District will contribute a percentage of the individual amount equal to the full-time equivalent ratio.
2. On December 1 of each year, a count of unit members eligible shall be made and adjustments made to the amounts due calculated within ten (10) days of December 15.
3. On April 1, of each year, a count of unit members eligible shall be made and adjustments made to the amounts due calculated within ten (10) days of April 15.
4. On June 15, of each year, a final yearly count of unit members eligible shall be made and a final analysis conducted. Cost corrections shall be made thereafter. Any amount due the fund shall be paid forthwith. Any overages shall be credited to the subsequent year.
5. The District shall be entitled to a detailed annual financial statement and the annual external audit report. The expenditure of the Trust funds shall be solely to purchase or provide dental insurance and/or other insurance or benefits. No Trust Fund monies can be used by any unit member or by the Trust Fund itself in any litigation against the District.



6. Upon agreement between the District and the Organization, other employees, in addition to the unit members, may participate in the dental plan. Participation in additional plans by other employees may be allowed, upon agreement between the District and the Organization.
7. The Organization shall indemnify the District for any attorney fees incurred in any litigation relating to the Trust Fund, unless the issue involves the timeliness of payments made by the District as described above.

## **ARTICLE 14 – MILEAGE**

### **14.1 Compensation for Mileage**

The parties agree all mileage exceeding two miles from the assigned site for mandatory meetings shall be reimbursed at the IRS rate. The parties agree the traditional opening day meeting and District Superintendent's Conference days are not subject to Article 14.1 (Mileage Reimbursement).

### **14.2 Use of BOCES Vehicles When Transporting Students**

Only those unit members who have a current and valid CDL license may drive students in a BOCES official vehicle at the direction of the supervisor/principal. Those driving under the above conditions will be covered under the BOCES vehicle liability insurance for items considered part of their assigned job duties.

## **ARTICLE 15 – RETIREMENT**

### **A. Sick Day Compensation**

Employees with ten (10) years of service in BOCES who submit an irrevocable resignation for the purpose of retirement under the terms and conditions of the applicable retirement system in writing eight (8) months prior to its effective date shall be compensated for all unused sick days at the following rates:

Effective July 1, 2012      1 – 186 days      \$50.00 per day

### **B. Health Insurance**

To be eligible for coverage during retirement, an employee must meet the following qualifications:

1. The employee must be eligible to submit a notice of retirement or early retirement to either the New York State Teachers' Retirement System or the New York State Employees Retirement System and must submit such an application and receive retirement benefits.
2. The employee must be fifty-five (55) years of age or greater or must qualify for early retirement and must submit a letter of resignation to BOCES.



3. Immediately prior to sending the letter of resignation the employee must have been employed by BOCES on a full time basis (thirty (30) or more hours per week) for a ten (10) year period immediately preceding the resignation, except for approved leaves of absences without pay.

During retirement, BOCES will continue to provide medical coverage for the employee, on either an individual or family basis or if applicable, two (2) individual plans for the employee and the employee's spouse, during the employee's lifetime BOCES will contribute ninety percent (90%) for individual and eighty five percent (85%) for family. The employee must make payment of the employee's share reasonably in advance of the due date and any failure to make payments within sixty (60) days of the due date shall result in termination of coverage.

## **ARTICLE 16 – RESIGNATIONS**

### **16.1 Irrevocable Nature**

Once tendered, resignations shall not be withdrawn or revoked except at the sole discretion of the Board of Education.

## **ARTICLE 17 – COMPENSATION**

### **17.1 Teacher Aides**

Teacher Aides shall be compensated on the basis of the schedule labeled “Schedule A ~ Teacher Aide Salary Schedule” for the 2012-2013, 2013-2014, 2014-2015, and 2015-2016 school years, attached hereto as follows: 0% for the 2012-2013, 1.90% for the 2013-2014, 1.90% for the 2014-2015, and 1.90% for the 2015-2016 school years and made a part of this agreement.

### **17.2 Teaching Assistants**

#### **A. Compensation**

Teaching Assistants shall be compensated on the basis of the schedule labeled “Schedule B ~ Teaching Assistants’ Salary Schedule” as follows: 0% for the 2012-2013, 1.90% for the 2013-2014, 1.90% for the 2014-2015, and 1.90% for the 2015-2016 school years, attached hereto and made a part of this agreement.

#### **1. Level III Certification Differential**

Teaching Assistants who have Level III Teaching Assistant Certification will receive an additional \$1,500 per year if hired after February 1, 2004. Certified Teaching Assistant II or III who are employed before July 1, 2006 who have 18 college credits and/or have passed the NYSATAS test also qualify for the \$1,500 stipend.]

#### **2. Special Area Assignment Stipend**

Teaching Assistants who are designated as such, and appointed to a special area assignment will receive an annual stipend of \$2,400. The stipend is paid for as long as the Special Assignment is in effect.

B. Salary Adjustments

A Teaching Assistant's salary will be adjusted only on September 1 and February 1 to account for:

- (1) The acquisition of eighteen (18) credits. (If a Teaching Assistant takes courses during the summer and the official transcripts are not received until the fall, the salary adjustment will be retroactive to September 1).

Grandfathered Teaching Assistants please refer to Article 17.2. (A) (1).

- (2) The acquisition of Level III Teaching Assistant Certification.

**17.3 Occupational Therapy Assistants and Physical Therapy Assistants**

Occupational Therapy Assistants and Physical Therapy Assistants will have their

base salary increased by 0.00% in 2012-2013

base salary increased by 1.90% in 2013-2014

base salary increased by 1.90% in 2014-2015

base salary increased by 1.90% in 2015-2016

**17.4 Child Care Aides & Child Care Assistants**

Child Care Aides and Child Care Assistants will have their

base salary increased by 0.00% in 2012-2013

base salary increased by 1.90% in 2013-2014

base salary increased by 1.90% in 2014-2015

base salary increased by 1.90% in 2015-2016

The Child Care Aides and Child Care Assistants Salary Range Schedule, hereafter referred to as Table C, is attached hereto and made part of this agreement.

**17.5 Longevity**

Longevity increments will begin in two (2) and end in year twenty five (25) for all positions covered under Article 1.1 - Recognition Statement. The first longevity payment in year two (2) will be \$450. Effective July 1, 2013, the year two (2) longevity payment will be \$700. In year three (3) the longevity payment will be increased by \$300 and will increase \$100 for each year through year nine (9). In year ten (10) the longevity payment will be increased by an additional \$600. In year eleven (11) through year fourteen (14) the longevity payment will be increased by an additional \$150 for each year. In year fifteen (15) the longevity payment will be increased by an additional \$300. In year sixteen (16) through year nineteen (19) the longevity payment will be increased by an additional \$150 for each year. In year twenty (20) the longevity payment will be increased by an additional \$300. In year twenty-one (21) through year twenty-five (25) the longevity payment will be increased by an additional \$150 each year. All longevity payments are for real/actual years of service and all positions covered under the Recognition Statement (Article 1.1) of this statement.

Unit members must be employed for more than ninety (90) days in any given school year before earning longevity credit for that year.



#### 17.6 **Extra Classroom Salary Schedule**

Upon appointment by the Board of Education, club advisors will be paid as follows:

VICA Lead Advisory:	\$1,500 per year
Honor Society Advisor:	\$ 750 per year

#### 17.7 **A. Additional Pay for Being Assigned as Substitute Teachers**

Teaching Assistants and Teacher Aides shall be compensated by an additional amount specified below for full, half day, or scheduled periods during which they cover for teachers who call in sick, are excused for a personal business day, conference day, or other approved temporary leave of absence. All substituting must be approved by the immediate supervisor prior to substituting:

Year	Full Day	Half Day	Scheduled Period
Effective July 1, 2012	\$60.00	\$30.00	\$10.00

- B.** Teacher Aides assigned to take over for a Teaching Assistant by the immediate supervisor will be paid an additional \$40.00 for a full or half day.

#### 17.8 **Teaching Assistants and Teacher Aides Excessed After August 1**

Teaching Assistants and Teacher Aides who had not been informed in writing that their employment with Ulster BOCES was no longer needed, on or before July 31 of any school year, and who were informed that their employment with Ulster BOCES was no longer needed on or after August 1, shall be given at least two weeks notice of their last day employment. The first day of the two week notice period for August 1 through August 31 notifications shall be the first day of student attendance in September. Teacher Assistants and Teacher Aides so notified shall be paid for each day that they are in attendance at their assigned job site up to a maximum of ten (10) paid days. Specifically excluded from payment are sick days and personal leave days utilized by the Teacher Assistant or Teacher Aide after receipt of their notice that their employment will no longer be continued.

### **ARTICLE 18 – EMPLOYEE ASSISTANCE PROGRAM**

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

### **ARTICLE 19 – DURATION**

#### 19.1 **Special Education Summer School**

- A.** All positions in Special Education Summer School shall be filled by regularly employed unit members before consideration is given to any of the other applicant. Unit members so employed will be compensated at a per diem rate of 1/200 of the respective annual salaries prorated to their actual time. Should lack of state funding make it fiscally impossible for the District to hire all of the regularly employed unit members who request to work in the Special Education Summer School, the District shall meet with the Executive Council of the Organization or its designee to mutually agree upon a point of cut-off on the seniority list. As an alternative to eliminating unit members from participating in Special Education

Summer School due to financial necessity, the District and Executive Council may enter into a Memorandum of Agreement that reduces the per diem rate to less than 1/200 of the respective annual salaries prorated to their actual assigned FTE.

- B. It is the intent of the District to hire unit members for Special Education Summer School employment based upon seniority. If exceptions to seniority are made by the District, then the unit member affected may request the reasons in writing and may appeal the Program Director's decision to the Deputy Superintendent with representation by the Organization. Such an exception requested by the District must be declared to the affected unit member and the President of the Organization no later than ten (10) working days before the general June 1 notification date. The decision of the Deputy Superintendent will be final.
- C. The District, upon receipt of official notification from the State Education Department, concerning the calendar for Special Education Summer School, shall forward a copy of said notification to the President of the Organization within seven (7) working days. The Special Education Summer School Calendar will be put on the agenda for the next regularly scheduled meeting between the Organization and the District. The District shall notify the unit members who have applied for a summer school position as soon as practical but no later than June 1 of their summer school employment status, contingent upon enrollment and Board of Education approval.
- D. Unit members shall be granted two (2) non-accumulative sick day during the Special Education Summer School Session. In addition, if unit members use their Special Education Summer School sick day, they may access an additional day from their accumulated sick leave.
- E. In the event of a death of an immediate family member, a unit member, at the discretion of the District Superintendent, may be entitled to bereavement leave as described in Article 11.6. The District Superintendent's decisions final and binding.
- F. Unit members in the Special Education Summer School working less than a full day will receive a pro rata share of 1/200 rate.

## **19.2 Effective Date**

This Agreement shall be effective as of July 1, 2012, and shall continue in effect through June 30, 2016.

## **19.3 Entire Agreement**

The Organization agrees that all negotiable items have been discussed during the negotiations leading to this Agreement. The Organization agrees that negotiations will not be reopened on any items during the life of this Agreement. Any District policies unaltered or unchanged by the language of this Agreement shall remain in force, and it shall be the prerogative of the District to initiate and adopt new policies not affecting or changing matters contained in this Agreement.

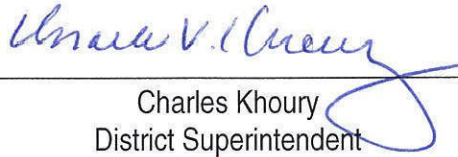


**19.4 Ratification**

This Agreement was duly ratified by the Ulster County BOCES Teaching Assistants' and Aides' Organization and the Ulster County BOCES Board of Cooperative Educational Services and that ratification is indicated by the presence of the signatures below.

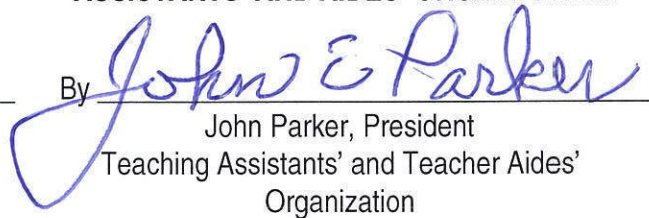
**ULSTER COUNTY BOARD OF COOPERATIVE  
EDUCATIONAL SERVICES**

Date: 12-19-2013

By   
Charles Khoury  
District Superintendent

**ULSTER COUNTY BOCES TEACHING  
ASSISTANTS' AND AIDES' ORGANIZATION**

Date: 12-19-13

By   
John Parker, President  
Teaching Assistants' and Teacher Aides'  
Organization

## TABLE A

### ULSTER BOCES TEACHER AIDES

	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>
BASE	18,476	18,827	19,185	19,550



## TABLE B

### ULSTER BOCES TEACHING ASSISTANTS

Step	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>
1	23,363	23,807	24,259	24,720
*3	24,745	25,215	25,694	26,182
Special Area Assignment Stipend:	\$2,400	\$2,400	\$2,400	\$2,400
Level III Certification Differential:	\$1,500	\$1,500	\$1,500	\$1,500

\*As per the Memorandum of Agreement signed on March 18, 2009.

# TABLE C

## ULSTER BOCES

### Child Care Assistants, School Monitors and Child Care Aides Salary Range

2012-2013		
0.00%		
Schedule	Minimum Hourly Salary	Maximum Hourly Salary
Child Care Assistant/School Monitor	\$13.43	\$19.76
Child Care Aide	\$11.19	\$14.54

2013-2014		
1.90%		
Schedule	Minimum Hourly Salary	Maximum Hourly Salary
Child Care Assistant/School Monitor	\$13.69	\$20.14
Child Care Aide	\$11.40	\$14.82

2014-2015		
1.90%		
Schedule	Minimum Hourly Salary	Maximum Hourly Salary
Child Care Assistant/School Monitor	\$13.95	\$20.52
Child Care Aide	\$11.62	\$15.10

2015-2016		
1.90%		
Schedule	Minimum Hourly Salary	Maximum Hourly Salary
Child Care Assistant/School Monitor	\$14.22	\$20.91
Child Care Aide	\$11.84	\$15.39



# Form 1

**Certified Teaching Assistants, Teacher Aides, Occupational Therapy Assistants,  
Physical Therapy Assistants, Child Care Assistants, and Child Care Aides**

## **Application for Prior Approval of Coursework for Reimbursement**

### **ARTICLE 8.1.C. of the UBTA AO Contract:**

The District will reimburse up to **\$750.00** per unit member per year toward the cost of coursework that meets the following criteria:

- a. The coursework is functionally related to the field in which the unit member works.
- b. The coursework is scheduled outside of working hours.
- c. The unit member must receive prior approval from the District Superintendent or his/her designee.
- d. The unit member must submit evidence of successful completion of course prior to reimbursement.
- e. Coursework taken in fulfillment of requirements of an Assistant certificate may be applied toward this reimbursement for unit members employed prior to July 1, 2006
- f. Courses taken to meet Teaching Assistant Level III Certification requirements are not eligible for tuition reimbursement for unit members hired after June 30, 2006.
- g. Reimbursement for courses that are approved pursuant to Article 17.2. (A) (3) are not eligible for tuition reimbursement under this article.

---

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

Title of Course/Workshop: \_\_\_\_\_

Conducted by: \_\_\_\_\_

Description of Course (Include how this course relates to the field in which you work):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Starting Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Is this course scheduled outside of working hours?      Yes ☐      No ☐

Date: \_\_\_\_\_ Employee: \_\_\_\_\_

Date: \_\_\_\_\_ Program Director: \_\_\_\_\_

Date: \_\_\_\_\_ District Superintendent: \_\_\_\_\_

# Form 2

## Certified Teaching Assistants, Teacher Aides, Occupational Therapy Assistants, Physical Therapy Assistants, Child Care Assistants, and Child Care Aides

### Notice of Course Completion for Reimbursement

#### *PER ARTICLE 8.1.C. of the UBTAO Contract*

The District will reimburse up to **\$750.00** per unit member per year toward the cost of coursework that meets the following criteria:

- a. The coursework is functionally related to the field in which the unit member works.
- b. The coursework is scheduled outside of working hours.
- c. The unit member must receive prior approval from the District Superintendent or his/her designee.
- d. The unit member must submit evidence of successful completion of course prior to reimbursement. (Transcript, certificate or other form of evidence showing completion of course)

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

Title of Course/Workshop: \_\_\_\_\_

Conducted by: \_\_\_\_\_

Brief Description of Course: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Starting Date: \_\_\_\_\_ Number of Sessions: \_\_\_\_\_

Completion Date: \_\_\_\_\_ Length of Each Session: \_\_\_\_\_

Cost of Tuition: \_\_\_\_\_ Instructors Name: \_\_\_\_\_

Date: \_\_\_\_\_ Employee: \_\_\_\_\_

Date: \_\_\_\_\_ Program Director: \_\_\_\_\_

Date: \_\_\_\_\_ District Superintendent: \_\_\_\_\_

**Please Attach All Necessary Paperwork as Indicated in Items 'c' and 'd'**



# Form 3

**Certified Teaching Assistants, Teacher Aides, Occupational Therapy Assistants,  
Physical Therapy Assistants, Child Care Assistants, and Child Care Aides**

## **In-Service Coursework Notice of Course Completion for File**

Participant: \_\_\_\_\_

Title of Course/Workshop: \_\_\_\_\_

Sponsoring Agency: \_\_\_\_\_

Brief Description of Course: \_\_\_\_\_

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

Starting Date: \_\_\_\_\_ Number of Sessions: \_\_\_\_\_

Completion Date: \_\_\_\_\_ Length of Each Session: \_\_\_\_\_

Instructor's Name: \_\_\_\_\_

Date: \_\_\_\_\_ Employee: \_\_\_\_\_

Date: \_\_\_\_\_ Program Director: \_\_\_\_\_

# Form 4

## HEALTH INSURANCE BUYOUT FORM UBTAAO

Contract Period: July 1, 2012 – June 30, 2016

### HEALTH INSURANCE BUYOUT

If less than 15% of the unit members (as of February 2) voluntarily elect not to participate in a District health plan, or anyone who voluntarily changes from family to single coverage, they shall receive annually the sum equal to 50% of the net savings realized by the District as a result of this change in coverage. Said sum shall not exceed \$2,500 each year for the life of this contract. The buyout payment will be made in the employee's final paycheck of the fiscal year. If 15% or more of the unit members (as of February 2) elect not to participate in a District health plan, or anyone who changes from family to single coverage shall receive annually the sum equal to 50% of the net savings realized by the District as a result of this change in coverage; said sum not to exceed \$4,000 each year for the life of this contract. This buyout shall be payable to the employee in his/her final paycheck. In the event that due to "change in life circumstances" such employee finds it necessary to re-subscribe to the original coverage, this will be permitted.

*Please Print*

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

Address: \_\_\_\_\_

Position: \_\_\_\_\_ Department: \_\_\_\_\_

☐ I qualify and elect to participate in the Health Insurance Buyout.

☐ Single Plan      ☐ Family Plan

Please list name(s) of eligible dependent(s) [as defined on the reverse side of this form] and date(s) of birth:

Name: _____	DOB: _____	Name: _____	DOB: _____
Name: _____	DOB: _____	Name: _____	DOB: _____
Name: _____	DOB: _____	Name: _____	DOB: _____
Name: _____	DOB: _____	Name: _____	DOB: _____

By declining to enroll in a health insurance option and electing the buyout, I understand that I may subject myself and my eligible dependents to certain applicable waiting periods if I decide to enroll in a health insurance plan at a later date and that I may be forfeiting the right to such coverage after my retirement.

*My signature below indicates all statements made above are true and accurate.*

\_\_\_\_\_  
Unit Member's Signature      Date

\_\_\_\_\_  
Personnel Department      Date



## Form 4

### ELIGIBLE DEPENDENTS ARE DEFINED AS FOLLOWS:

- A. Your spouse, unless you are divorced, or your marriage has been annulled.
- B. Your unmarried children up to 26 years of age.
- C. Your unmarried children who are unable to work or support themselves because of mental illness, developmental disability or mental retardation as defined by New York State Mental Hygiene Law, or because of physical handicap. The condition must have occurred before the child reached the age at which coverage would otherwise terminate according to subparagraph B .

# Appendix A

## Ulster County BOCES Teaching Assistants' and Teacher Aides' Organization Sick Bank Policy

### I. MEMBERSHIP STATEMENT

This policy covers employees who are classified as employees in the Ulster County BOCES Teaching Assistants' and Aides' Organization consisting of Teacher Aides and Certified Teaching Assistants, Occupational Therapy Assistants, Physical Therapy Assistants and Job Coaches, Child Care Assistants and Child Care Aides

### II. PURPOSE

The Sick Bank has been created through the contribution of sick leave by employees of the Teaching Assistants' and Teacher Aides' Organization for fellow employees who are experiencing extensive loss of time due to illness, accident or recuperation. It is expected that the beneficiaries of Sick Bank benefits will return to work and are not permanently disabled to the extent that their disability cannot be accommodated. The Sick Bank is funded solely by and for employees in the above listed classifications who choose to participate and meet the eligibility requirements to participate. Participation shall be limited to contributing employees.

### III. ELIGIBILITY

#### A. **Current Employees**

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

#### B. **New Employees**

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



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

Applications for new membership must be submitted during the open enrollment periods of September 1 through September 30 and March 1 through March 30 annually.

#### **IV. ADMINISTRATION**

- ◆ The Sick Bank shall be administered by a *Sick Bank Committee* consisting of two (2) members of the Teaching Assistants' and Aides' Organization and two (2) administrators.
- ◆ The two (2) Teaching Assistants' and Aides' Organization employees will be appointed at the Organization's Annual reorganization meeting.
- ◆ Each appointed committee member will serve a one (1) year term.
- ◆ The Assistant Superintendent for Administration will act as the Executive Director for the Sick Bank Committee. This administrator will compile all necessary paperwork, organize all meetings but will not have voting rights.
- ◆ The Sick Bank Committee will act on requests made to the Sick Bank in a timely manner. In the event that a majority decision cannot be reached, a fifth neutral person, agreed on by the committee members will be called in to review the case and cast the deciding vote. Upon formation, the committee shall appoint an individual who shall act as a fifth and deciding vote.
- ◆ The Sick Bank Committee is authorized to develop rules and regulations regarding its procedures provided they are in accordance with this policy and are approved by the District Superintendent.

#### **V. REQUIREMENTS FOR APPLICATION OF BENEFITS**

- ◆ The applicant must prove need to the Sick Bank Committee for extensive loss of time as a result of illness, accident or recuperation. Maternity leave and any other Family Medical Leave situation will not qualify for benefits under this policy.
- ◆ An application for Sick Bank benefits that is related to a Workers' Compensation claim will be considered in the same manner as all other eligible cases, with the exception that any reimbursements for lost wages received by Ulster BOCES from Workers' Compensation will first be used to restore the Sick Bank and the remainder, if any, will be credited to the employee.
- ◆ A completed application form supported by a physician's statement must be submitted to the Sick Bank Committee. The Committee, at its discretion, can require additional information from the applicant's physician and/or request an independent medical examination conducted by or under the direction of the school physician. The decision of the Sick Bank Committee shall be final.

- ◆ To be eligible to receive Sick Bank days the member's accumulated sick leave days must be exhausted and a two (2) week deductible period must have been met. *[The two (2) week deductible period is defined as ten (10) continuous workdays of absence due to illness, accident or recuperation, whether sick leave is paid or unpaid.]*
- ◆ The two (2) week deductible time period shall be applied to each illness that is submitted to the Sick Bank Committee for consideration.

## **VI. BENEFITS**

The Sick Bank Committee shall grant a maximum number of Sick Bank days to members whose applications are approved and who meet the following criteria:

- ◆ 1 - 3 continuous\* years of employment – maximum 10 days per year
- ◆ 4 - 5 continuous\* years of employment – maximum 20 days per illness/accident/recuperation
- ◆ 6 -10 continuous\* years of employment – maximum 30 days per illness/accident/recuperation
- ◆ 11-15 continuous\* years of employment – maximum 50 days per illness/accident/recuperation
- ◆ 16 + continuous\* years of employment – maximum 75 days per illness/accident/recuperation

*\* Continuous employment shall be calculated from the employee's date of hire through the date the Sick Bank Application form is received in the office of Executive Director of the Sick Bank. Unpaid Leave of Absence up to one (1) year will be counted as continuous employment.*

*There is no entitlement by members to the above schedule of benefits that exceed the actual days in the Sick Bank.*

## **VII. CARRYOVER OF DAYS**

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

## **VIII. RENEWAL OF DEPLETED SICK BANK**

- ◆ When the Sick Bank is depleted to ten (10) days prior membership by all participants becomes null and void. The Personnel Department will send a notice to each member requesting the contribution of one (1) unused sick day by all employees who wish to remain members of the Sick Bank. If the Sick Bank has been exhausted no one will be eligible for benefits until it has been replenished by the participating membership.
- ◆ Sick Bank members who are receiving benefits at the time the Bank is depleted shall remain eligible for their approved benefits as listed above or until the Sick Bank's days are exhausted. In order to continue membership in the Sick Bank these employees must donate one (1) sick day upon receipt of the employee's annual sick day allotment. A form authorizing this donation will be signed at the time the Sick Bank is being replenished by the Sick Bank membership.

## **IX. DONATION OF SICK DAYS**

Members who are separating from their employment at Ulster BOCES or have reached the maximum sick leave accrual of 186 days, may donate their unused or excess sick leave days to the Sick Bank. A form must be completed authorizing this option.



**Ulster BOCES Teaching Assistants' & Aides' Organization Sick Bank**  
**ENROLLMENT CONTRIBUTION FORM**

**Open Enrollment Form**

Name: \_\_\_\_\_ Position: \_\_\_\_\_  
*Please Print* *Please Print*

**AUTHORIZATION**

I am a service employee and I am interested in joining the *Teaching Assistants' & Aides' Organization Sick Bank*. I authorize the Personnel Department to deduct one (1) accumulated, earned sick leave day from my personal sick leave accrual. I have been given the Service Personnel Sick Bank Policy and I understand and agree to abide by its regulations

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Personnel Department: \_\_\_\_\_ Date: \_\_\_\_\_

# Ulster BOCES Teaching Assistants' & Aides' Organization Sick Bank

## ENROLLMENT CONTRIBUTION FORM Authorization/Declination

Name: \_\_\_\_\_ Position: \_\_\_\_\_  
Please Print Please Print

### AUTHORIZATION

I am a new employee and I am interested in joining the Teaching Assistants' & Aides' Organization Sick Bank. I understand that I must be employed at Ulster BOCES for a minimum of one (1) year before I am eligible for membership. I authorize the Personnel Department to deduct one (1) accumulated, earned sick leave day from my personal sick leave accrual during the open enrollment period of March\_\_\_\_/September \_\_\_\_\_. If I do not have one (1) accumulated, earned day available to donate during the open enrollment period I will be notified by the Personnel Department and the Personnel Department will deduct one (1) accumulated, earned sick leave day from my personal sick leave accrual during the following open enrollment period. If I change my mind and choose not to participate in the Sick Bank before the above date I become eligible for membership, I will notify the Personnel Department in writing of my decision.

I understand the Sick Bank Policy and agree to abide by its regulations.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Personnel Department: \_\_\_\_\_ Date: \_\_\_\_\_

### DECLINATION

I do not wish to participate in the Teaching Assistants' & Aides' Organization Sick Bank at this time. I understand that if I choose to join the Sick Bank in the future I must be employed by Ulster BOCES for a minimum of one (1) year before I am eligible for membership and that I must inform the Personnel Department in writing, during the Annual Open Enrollment periods of September 1 through September 30 and March 1 through March 30.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Personnel Department: \_\_\_\_\_ Date: \_\_\_\_\_



**Ulster BOCES Teaching Assistants' and Aides' Organization Sick Bank**  
**REQUEST FOR SICK BANK DAYS**

Name: \_\_\_\_\_ Position: \_\_\_\_\_

**I am an active member in the Ulster BOCES Teaching Assistants' and Aides' Organization Sick Bank. I have worked for Ulster BOCES for \_\_\_\_\_ years and now request \_\_\_\_\_ days from the Sick Bank. My current and/or accumulated sick leave days have been (or will be) exhausted and I have (or will have) met the two (2) week deductible period. I have attached supporting documentation from my physician.**

Nature of personal illness, accident, disability or long term recuperation: \_\_\_\_\_

Attending physician, name and address: \_\_\_\_\_

Date of onset of illness/accident: \_\_\_\_\_ Expected "return to work" date: \_\_\_\_\_

Date accrued sick leave days will be exhausted: \_\_\_\_\_ Requesting \_\_\_\_\_ days from the Sick Bank

Is this application related to a Workers' Compensation claim? ☐ Yes ☐ No

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*For Office Use Only*

Sick Bank Committee Review Date: \_\_\_\_\_

Committee Members Present: \_\_\_\_\_

Committee Decision:

☐ Approved  
Vote: \_\_\_\_\_

☐ Denied  
Vote: \_\_\_\_\_

☐ Undecided, Meeting to be reconvened  
Date of Next Meeting: \_\_\_\_\_

If Approved, Number of Days Granted: \_\_\_\_\_

Committee Comments: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assistant Superintendent for Administration

**Ulster BOCES Teaching Assistants' & Aides' Organization Sick Bank*****Sick Bank Member  
Pledge to Donate***

To be used when the Teaching Assistants' & Aides' Organization Sick Bank is depleted and a member is receiving benefits.

Name: \_\_\_\_\_ Position: \_\_\_\_\_  
*Please Print* *Please Print*

***Authorization to Donate***

**I am a member of the Ulster BOCES Teaching Assistants' & Aides' Organization Sick Bank and I am currently receiving Sick Bank Benefits. The Sick Bank has been depleted and I do not have any available sick leave days to donate for continued membership. I authorize the Personnel Department to deduct one (1) sick leave day from my personal sick leave accrual on July 1 when my annual sick leave allotment is replenished.**

Date Sick Leave Day will be deducted from Requestor's Annual Sick Leave Allotment:

\_\_\_\_\_

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Personnel Department: \_\_\_\_\_ Date: \_\_\_\_\_



# Ulster BOCES Teaching Assistants' & Aides' Organization Sick Bank

## DONATION OF SICK DAY ACCUMULATION

To be used upon an employees departure from Ulster BOCES or when the employee has reached the 186 day maximum for sick leave accumulation.

Name: \_\_\_\_\_ Position: \_\_\_\_\_  
*Please Print* *Please Print*

### SEPARATION FROM ULSTER BOCES

I am a member of the Ulster BOCES Teaching Assistants' & Aides' Organization Sick Bank and I am separating my employment with Ulster BOCES. I have \_\_\_\_\_ days remaining in my personal sick leave accrual account. I would like to donate these days to the Sick Bank.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Personnel Department: \_\_\_\_\_ Date: \_\_\_\_\_

### DONATION OF EXCESS SICK DAYS

I am a member of the Ulster BOCES Teaching Assistants' & Aides' Organization Sick Bank and I have reached the maximum personal sick leave accrual of 186 days. I would like to donate my excess sick days to the Sick Bank. I authorize donating \_\_\_\_\_ days to the Sick Bank.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Personnel Department: \_\_\_\_\_ Date: \_\_\_\_\_

# MEMORANDUM OF AGREEMENT

between

**Ulster County BOCES**

and

**Ulster County BOCES Teaching Assistants' and Teacher Aides' Organization**

September 2016

**WHEREAS**, the Ulster County Board of Cooperative Educational Services created the position of LPN/Teacher Aide, effective August, 2003,

**WHEREAS**, the position of LPN/Teacher Aide was not included in the Recognition Statement of the 2012-2016 *Collective Bargaining Agreement* between the Ulster County BOCES Teaching Assistants' and Teacher Aides' Organization and Ulster County BOCES,

**WHEREAS**, the LPN/Teacher Aide position is its own tenure area and has its own salary schedule,

**THEREFORE BE IT RESOLVED**, that position of LPN/Teacher Aide will be a member of the Ulster BOCES Teaching Assistants' and Teacher Aides' Organization and will follow the Collective Bargaining Agreement. The salary for this position for the 2016-2017 school year will be \$27,500.

**Teaching Assistants' and Teacher Aides'  
Organization**

By: \_\_\_\_\_



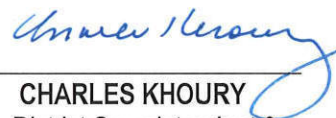
**MICHELLE LUCKS**  
President, UBTATA

Date: \_\_\_\_\_



**Ulster BOCES**

By: \_\_\_\_\_



**CHARLES KHOURY**  
District Superintendent &  
Chief Executive Officer

Date: \_\_\_\_\_

