



UBTO

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**ULSTER COUNTY BOARD OF
COOPERATIVE EDUCATIONAL SERVICES**

AND

**ULSTER BOCES TEACHERS'
ORGANIZATION**

JULY 1, 2016 - JUNE 30, 2020



TABLE OF CONTENTS

<u>ARTICLE I</u>	RECOGNITION	1
<u>ARTICLE II</u>	NO STRIKE PLEDGE	1
<u>ARTICLE III</u>	SAVINGS CLAUSE.....	1
<u>ARTICLE IV</u>	LEGISLATIVE AUTHORITY	1
<u>ARTICLE V</u>	ELIGIBILITY	1
<u>ARTICLE VI</u>	ORGANIZATION RIGHTS	2
	Organization Meetings.....	2
	Bulletin Boards	2
	Intra-School Mail.....	2
	Copies of Contracts	2
	Dues Deductions	2
	Agency Fees	2
	Payroll Options	2
	NYSUT Flexible Benefits Program	2
	Payroll Deposits.....	3
	Organization Business.....	3
<u>ARTICLE VII</u>	OFFICIAL UNIT MEMBER FILES.....	3
<u>ARTICLE VIII</u>	DISCIPLINE INTERVIEWS	4
<u>ARTICLE IX</u>	UNIT MEMBER EVALUATION	4
<u>ARTICLE X</u>	TRANSFERS AND VACANCIES	4
	Notification of Transfers and Vacancies	4
	Requests for Transfer	4
	Voluntary Transfers	5
	Involuntary Transfers	5
<u>ARTICLE XI</u>	WORKSHOPS AND CONFERENCES.....	5
<u>ARTICLE XII</u>	GRIEVANCE PROCEDURE	6
<u>ARTICLE XIII</u>	WORKING CONDITIONS	7
	Work Year.....	7
	Length of School Day	8
	Instructional Day.....	8
	Unit Members Responsibility	8
	Meeting Hours	9
	Faculty Meetings	10
	Supervisory Duties	10

ARTICLE XIII WORKING CONDITIONS *(Continued)*

Facilities.....	10
Student Discipline.....	10
Adult Education & Other Incidental Assignments	10
Fair Compensation	11
Curriculum Projects	11
Other Projects.....	11
Special Education Summer School	11

ARTICLE XIV CLASS SIZE12

Itinerant Teachers' Class Size.....	12
Special Education Teachers' Class Size	13
Occupational Career & Technical Class Size	13
Alternative Education Teachers' Class Size and Student Load.....	13

ARTICLE XV MOVING EQUIPMENT.....13

ARTICLE XVI BUDGET NEEDS.....14

ARTICLE XVII RECORDS.....14

ARTICLE XVIII LEAVES OF ABSENCE.....14

Personal Leave	14
Sick Leave	14
Sick Leave Bank.....	15
Bereavement Leave	16
Child Care Leave.....	16
Military Leave of Absence	16
Other Absences.....	17
Jury Duty	17
Notification of Return	17
Absence Due to Personal Injury	17

ARTICLE XIX SABBATICAL17

ARTICLE XX LIABILITY INSURANCE18

ARTICLE XXI INSURANCE BENEFITS.....18

Health Insurance	18
Buy-Out	18
Organization Benefit Trust Fund.....	19

ARTICLE XXII PROFESSIONAL COMPENSATION20

Basic Compensation.....	20
Credit Hours	21
Non-Degree Teachers	21
In-Service Credit.....	21
Part Time Unit Members.....	22
Extra Work.....	22
Tenure Differential.....	22

<u>ARTICLE XXIII</u>	MILEAGE.....	22
<u>ARTICLE XXIV</u>	MEMBERSHIP BENEFITS	22
	Tax Sheltered Annuities	22
	Flexible Benefit Plan.....	23
<u>ARTICLE XXV</u>	EMPLOYEE ASSISTANCE PROGRAM.....	23
<u>ARTICLE XXVI</u>	RETIREMENT	23
	Excessing Provisions.....	24
<u>ARTICLE XXVII</u>	RESIGNATION	24
<u>ARTICLE XXVIII</u>	DURATION	24
<u>SCHEDULES</u>		
	Schedule A – Salary Schedule	
	Schedule B – Co-Curricular and Extra Curricular Stipend Schedule	
	Schedule C – Employment Preference Form	
	Schedule D – Current Sick Leave Accrual Buyout Form	
	Schedule E – Health Insurance Buyout Form	
	Schedule F – Grievance Form	

AGREEMENT made as of July 1, 2016, between the Ulster County Board of Cooperative Educational Services ("District") and the Ulster County BOCES Teachers' Organization ("Organization").

ARTICLE I - RECOGNITION

1.1 The District has recognized the Organization as the exclusive agent for employees in a bargaining unit consisting of all professional employees of the District who are required by the District to hold valid and appropriate teacher certification in one of the teacher tenure areas in Commissioner's Regulations Part 30, and employees of the District who work directly with students as crisis intervention specialists, behavior intervention specialists, physical therapists, occupational therapists, music therapists, art therapists, and school nurses (hereinafter "unit members"), with the exception of administrators, civil service supervisory personnel, per diem substitutes and teaching assistants.

1.2 A unit member appointed for a period, known at the time of appointment to be for a duration of sixty (60) days or more will be included in the bargaining unit and shall be entitled to the compensation and benefits provided by this Agreement, on a pro-rata basis. A unit member 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.

ARTICLE II - NO STRIKE PLEDGE

2.1 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 III - SAVINGS CLAUSE

3.1 If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the Organization.

3.2 In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE IV - LEGISLATIVE AUTHORITY

4.1 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.

ARTICLE V - ELIGIBILITY

5.1 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, creed, color, national origin, gender, age, marital status, sexual orientation, disability or 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, creed, color, national origin, gender, age, marital status, sexual orientation, disability,

veteran's status, or membership in, or association with the activities of any employee organization.

ARTICLE VI – ORGANIZATION RIGHTS

6.1 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.

6.2 Bulletin Boards Bulletin board space for Organization's use in the faculty rooms shall be provided in each school under the sole control of the District.

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

6.4 Each new unit member shall be given a copy of the contract at District expense. The District will also provide access to a read-only PDF file of the contract on a password protected portion of the District website. In addition the Organization shall be given 20 paper copies per year.

6.5 A. Dues Deductions Dues for the Organization members previously enrolled shall be deducted commencing with the second check in September. Any new unit member shall submit the proper payroll deduction form by October 1 and, where feasible, deductions shall commence at the next paycheck.

B. Agency Fee The District shall deduct from the wages or salary of unit members in the bargaining unit who are not members of the bargaining unit by October 1, the amount equivalent to the dues levied by the Organization and shall submit the sum so deducted to the Organization. The Organization affirms that it has adopted such a procedure to maintain an agency shop fee deduction as originated by Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York.

6.6 Payroll Options

A. Salaries of each unit member shall be paid on a semi-monthly basis throughout the school year according to the announced payroll dates. Unit members 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 unit member shall have the option of having his or her semi-monthly payment reduced so as to permit the payment, upon completion of his or her assigned responsibilities, of a lump sum equal to an additional four (4) 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 unit member to complete for the succeeding year.

D. NYSUT Flexible Benefits Program The District agrees to the NYSUT Flexible Benefit Program contributions as payroll deductions. Unit members who wish to participate will complete a payroll deduction form upon written notice to the business office. Once enrolled, a unit member may change the amount of the payroll deduction upon written notice to the business office. Such change shall be effected within thirty (30) days after such notification. The Organization will provide the computer printout showing deduction(s) for members participating in any of the Flexible Benefit Program plans.

6.7 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.

6.8 On October 1 and February 1 of each year, the District shall provide the Organization, in writing, with the following:

1. A list of names and mailing addresses of all members of the bargaining unit.
2. A seniority list within the tenured areas as outlined in Commissioner's Regulations Part 30, of all members of the bargaining unit.
3. When a payroll date falls within a holiday period or weekend the payroll checks shall be electronically deposited on the last workday preceding the holiday period or weekend.

6.9 The President of the Organization shall be able to access a copy of the official minutes of each meeting of the Board of Education on-line at the District's website.

6.10 Organization Business The Organization President or designee shall be entitled to leave with pay twelve (12) days each year to be used for Organization business. If substitutes are normally required for the Organization President or designee, the District will pay for the first six (6) days used; the Organization will pay for any days over six (6) that are used. Application for such use shall be made by the Organization President to the District Superintendent. Upon approval by the Superintendent, the representative shall notify the appropriate supervisor.

6.11 The President of the Organization shall be relieved of supervisory assignments.

ARTICLE VII - OFFICIAL UNIT MEMBER FILES

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

7.2 Any unit member may review his or her official file under the following conditions:

A. The unit member shall submit a signed request two school days before the time in which he or she desires to review his or her files. The unit member shall be given access to his or her file after normal school hours, but during normal office hours. In the event a unit member is unable, because of his or her duties with the District to review his or her file during normal office hours, upon reasonable advance notice, arrangements will be made to permit such review at a time convenient to the unit member and the District. A member of the administration shall be present for any review. At the request of the unit member, a

representative of the Organization may be present during the review. The unit member may only review his or her own file and only in the office of the administration. The Organization or its representatives shall have no right to review unit member files.

B. The administration is under no obligation to reproduce any of the materials contained in any file for the convenience of any unit member. However, this shall not be construed to limit the right of any unit member to make notes, hand copy, or photocopy any materials found in his or her file.

ARTICLE VIII - DISCIPLINE INTERVIEWS

8.1 Whenever a unit member is summoned for an interview for the record and for the purpose of imposing a disciplinary penalty or to obtain a statement to be used in a disciplinary proceeding, he or she shall be advised of the right to have an Organization representative present and shall be entitled to an adjournment of at least one day to obtain such representation.

ARTICLE IX - UNIT MEMBER EVALUATION

9.1 Unit member evaluations shall be governed by Annual Professional Performance Review Plan as applicable and the Regulations of the Commissioner of Education.

ARTICLE X - TRANSFERS AND VACANCIES

10.1 Notification of Transfers and Vacancies

A. During the regular ten (10) month school year, the District shall send to all unit members notices of vacancies and/or openings of any type whatsoever occurring within the bargaining unit. These notices shall be sent to the e-mail address of each unit member and to the UBTO President. In addition, such notices shall be posted on the official bulletin boards. The District shall send such notices at least fifteen (15) days prior to the application deadline for such vacancies. In emergencies, the fifteen (15) days prior to the application may be reduced to three (3) working days after notification of the reason for such is given to the Organization President. Notice of vacancies which occur after the close of school in June shall be sent to unit member's BOCES e-mail address and/or home e-mail address.

In the event a vacancy is not filled for the position of Occupational and/or Physical Therapist, after it has been posted, advertised, and canvassed on the classified personnel list for a reasonable amount of time, upon notification to the UBTO of the emergency need to fill the position and the written consent of the UBTO, Ulster BOCES may engage the services of an Occupational and/or Physical Therapist through an agency or independent contractor, until such time as the position is filled.

B. Requests for Transfer By March 15 of each year the District shall send to all unit members the "Employment Preference Form" attached as Appendix "G". Unit members who desire a change in grade, subject or location shall make their request on the form to the program director by March 31. After the first day of the regular school year, a unit member may submit an initial revised employment preference form for use throughout the rest of the school year.

10.2 Voluntary Transfers

A. It shall be the intent of the District to give consideration to current members of the unit whom have requested such a change in writing. The following criteria will be considered by the District Superintendent and the Board: (1) seniority within the instructional program; (2) seniority within the district; (3) level of education; (4) total teaching experience; (5) experience other than teaching within the field of the new position; (6) certifications; and (7) tenure area. These criteria do not establish a priority list. They will be used along with other valid criteria in the selection of unit members.

B. In all cases, the unit member must follow all of the procedures and deadlines specified in the notice of vacancies. Unit member applicants whose submitted credentials and experience meet the criteria of the job posting shall be interviewed for the position.

C. Positions will be filled by the Board, upon recommendation of the District Superintendent, based upon qualifications needed and particular requirements of the vacancy.

D. The reassignment and transfer of unit members will be made known to those unit members who have applied for the position.

10.3 Involuntary Transfers

A. Notice of transfer or reassignment of unit members shall be made known to those affected as soon as it is practicable.

B. A unit member's certifications and qualifications shall be considered in determining his or her reassignment or transfer. Final decision for transfer or reassignment shall rest with the District Superintendent.

C. Any involuntary reassignment or transfer of a unit member shall be made only after a meeting between the unit member involved and the program administrator. The unit member will be notified of the reason for the proposed reassignment or transfer, before a general announcement is made.

D. The decision to transfer or reassign unit members shall be the sole responsibility of the District Superintendent.

D. In the event that unit members are assigned to more than one school district during the same working day, the Program Director shall make an effort to reduce the amount of time a unit member spends in travel between school districts in order to make the unit member available for the maximum possible classroom work.

ARTICLE XI - WORKSHOPS AND CONFERENCES

11.1 The District and the Organization recognize that professional development is part of the regular responsibility of a unit member and that attendance at particular conferences or workshops may be a value to the District. Upon a showing of value to the District, and upon reasonable advance notice in writing, in each year of the term of this Agreement the District Superintendent may grant a unit member 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.

11.2 Staff attendance at workshops and conferences for which the district has authorized the reimbursement of reasonable and necessary expenses shall not be eligible for a salary credit hour adjustment.

ARTICLE XII - GRIEVANCE PROCEDURE

12.1 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 submitted on the form annexed hereto as Schedule "F."

C. A grievance shall be deemed waived unless it is submitted within thirty (30) school days after the aggrieved party became aware of the alleged grievable situation. During the summer recess, workdays shall be considered as school days.

D. The District and the Organization will facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the grievance.

E. The aggrieved unit member shall have the right of representation at all stages of the grievance procedure. The aggrieved unit member shall have the right to testify and call witnesses on his or her behalf and confront witnesses against him or her at Stage 4 of the grievance procedure.

F. In any grievance brought by a unit member or group of unit members, the Organization shall be notified of all hearing dates, given copies of all exhibits and decisions and have the opportunity to cross-examine all witnesses.

G. No interference, coercion, restraint, discrimination, or reprisal of any kind at any time will be taken by the District or by any member of the administration against the Organization or any other participant in the grievance procedure.

H. Failure by the District to hold a hearing or submit a decision within the time limits set forth herein shall be construed as a denial of the grievance and the grievance may be appealed to the next stage. Failure of an aggrieved unit member or the Organization to appeal or take action within the time limits set forth herein shall be deemed a waiver of the grievance.

I. Grievances shall be submitted at the lowest possible stage where relief may be granted.

12.2 Grievance Procedure

A. Stage 1: The grievance shall be presented in writing to the appropriate program director who shall hold a hearing and render a written decision within ten (10) school days of the receipt 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 ten (10) school days of the receipt of the appeal.

C. Stage 3: 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 appeal shall specify the issues left unresolved following the Stage 2 decision. The Board or a committee of the Board shall meet with the aggrieved unit member and shall issue a written decision to the appeal within thirty (30) days following the date on which the appeal was received.

D. Stage 4:

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).

ARTICLE XIII - WORKING CONDITIONS

13.1 Work Year

A. 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 30th, 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.

B. Unit members whose work location is in a component school district (with the exception of unit members who follow the Port Ewen schedule) shall follow the snow day schedules observed by the district

GGDOCS-1547039347-698

in which they are assigned. They will also follow the school year calendar of the component district commencing with the first day the faculty reports to work. Should Ulster BOCES have a Superintendent's Conference Day prior to the first day faculty are to report to work in a component district, the unit member is obligated to report to Ulster BOCES to attend the Superintendent's Conference Day.

C. A unit member shall receive his or her final check upon satisfactory completion of all assigned work and professional obligations.

13.2 Length of School Day

A. Instructional Day

1. The length of the instructional day shall, by Commissioner's Regulations, be no less than five (5) hours (exclusive of lunch) for elementary, five and one half (5½) hours for secondary (exclusive of lunch) and sufficient clock hours to qualify for four (4) Carnegie units (½-day programs). The District shall not arbitrarily extend the instructional day other than to meet the above regulations.

2. Specific beginning and ending times will vary depending on the instructional site and transportation schedule. The Program Director shall establish the specific starting and ending times by the fourth Monday in September.

3. If (a) transportation schedule cannot be maintained after the fourth Monday in September, or (b) component schools alter their instructional time, the District may adjust the official starting and ending times so as to accommodate the necessary alteration.

4. Unit members not employed in Special, Alternative, or Career & Technical Education programs will in all respects work the same schedule, or portion thereof, as the component school district to which they are assigned. Their FTE shall be determined by dividing their assigned instructional time, in-school preparation time (determined by taking the amount of daily instructional time performed and dividing that by the amount of instructional time a full time instructor would have in the hosting component district), and lunch time (if eligible) by the work day defined in the component districts contract, subtracting from those base hours any time allocated to supervisory duties for full time staff.

Unit members who serve in multiple school locations within a district, or who serve in multiple districts, shall have their base hours computed based on the work day as defined for the school (level) in which they work the majority of their hours.

5. Unit members who are related service personnel will have a workday no greater than the longest teacher workday of the above noted student programs.

B. Unit Member Responsibilities

1. Unit members shall be at their stations at least fifteen (15) minutes before the official start of the instructional day (also for Career & Technical Education unit members ten (10) minutes prior to afternoon session).

2. All unit members are guaranteed a minimum of thirty (30) minutes of unassigned time for lunch. In Career & Technical Education all unassigned time between the morning and afternoon sessions shall be used by a unit member as he or she may see fit. However, if a unit member wishes to leave the facility, he or she shall notify the office prior to departure and shall notify the office upon his or her return.

3. All unit members shall notify the office prior to leaving the building and upon return to the assigned building during the workday.

4. All unit members are required to remain on duty fifteen (15) minutes after the official ending of the instructional day.

5. The school days shall be inclusive of face to face meetings with parents, when feasible, for purposes of communicating pupil progress. For Special Education staff, not more than two (2) but no less than one (1), parent conference day(s) shall be provided during which the unit members will not be responsible for working with groups of children. The calendar times for such meetings will be designated by the Program Director after consultation with a member designated by the president of the UBTO.

6. a. Unit members who have been assigned classes in component school district buildings shall follow the parent conferencing schedule observed by the building in which they are located.

b. For the purposes of these parent conference days, dismissal of BOCES students will coincide with the component school district dismissal time.

c. The parent conference days not utilized for parent conferences shall be used only for professional activities such as staff development, curriculum development, program development and various team and department meetings. Such use of these parent conference days shall be mutually agreed upon between unit members and the site supervisors of each building.

C. Meeting Hours

1. a. A maximum of forty-six (46) hours of professional activities outside of the instructional session (exclusive of travel time) may be utilized by the District and scheduled within the school year for purposes which shall include but shall not be limited to: (1) faculty meetings, (2) curriculum development, (3) open house, and (4) student planning meetings.

b. A maximum of six (6) hours above shall be dedicated to division specific professional development (identified by the director as division wide needs to improve student performance). These activities shall take place either in two (2) - three (3) hour sessions, or in three (3) - two (2) hour sessions. These sessions will be scheduled during the academic calendar year, each year, by the program teams in each division.

c. For unit members not employed in student programs, the programming of presentations that exceed the above forty-six (46) hours of professional activities must be approved in writing in advance by the Program Director, who will approve compensatory time and payment.

2. a. All first year non-tenured teachers shall participate for an additional fifteen (15) hours of after workday meetings, in the Ulster BOCES Teacher Mentoring program. The parameters of this program shall be jointly developed by the UBTO and the Ulster BOCES Administration.

b. All second and third year non-tenured teachers and all teachers with improvement plans shall have an additional six (6) one hour meetings per year (October, November, January, February, March, April) for the purpose of attending the Ulster Teacher Academy program designed to improve instructional skills and techniques.

c. Teachers who are on improvement plans may meet for less than the six (6) hours prescribed in 2 b. if the primary evaluator certifies that the goals of the individuals improvement plan have been met. Such determination by the primary evaluator is not grievable.

D. Faculty Meetings

A program director will provide in the beginning of September a tentative calendar of faculty meetings for the school year. For unusual or emergency conditions, two (2) days advance notice of faculty meetings will be given to unit members. Faculty meetings shall begin no later than fifteen (15) minutes after the end of duty hours.

E. Supervisory Duties

Supervisory duties shall include corridor supervision on a scheduled rotation basis during the periods before instructional sessions and all legally allowable assignments related to pupil supervision. Special Education unit members shall not be responsible for supervisory duties connected with the school in which their class is housed except as they may be assigned by the Program Director.

F. Facilities

1. The instructional facility will conform to the State Education Department's and the Commissioner's Regulations in regard to proper heat, light, ventilation, health and safety standards. If a waiver is required by the District, the Organization shall be informed.

2. A professional staff room of adequate size shall be provided by the District at the Career & Technical Education Center, Center for Alternative Education, and available at satellite sites with three or more classes. The room shall be equipped with a computer with network and Internet access, scanner, fax machine, printer, copier, telephone, chairs, tables, and proper heat, light, and ventilation. Nothing herein shall preclude the use of such rooms by employees who are members of other District bargaining units.

13.3 Student Discipline

The District will provide ongoing support, assistance and professional development to unit members with respect to the maintenance and control of discipline in the individual classrooms. Whenever a unit member sends a pupil from class to an immediate supervisor, he/she shall do so only when the gravity of the offense, the persistence of the behavior or the disruptiveness of the violation makes continuous presence of the pupil in the classroom intolerable. The unit member making such a referral shall advise the supervisor in writing of each and every instance in which the student has engaged in a similar disruption and the remedial action taken in those cases. The supervisor shall take appropriate steps to insure that the pupil's subsequent return to the classroom is conditioned upon recognition that further classroom disruption may involve further disciplinary action. Teacher, Crisis Intervention Specialist, and/or Behavior Intervention Specialist will be informed of disciplinary action and will be given an opportunity to attend re-entry meeting of student.

13.4 Adult Education & Other Incidental Assignments

a. Whenever possible, all positions in Adult Education or other incidental assignments shall be filled by unit members before consideration is given to any other applicant.

b. The rate of pay for unit members voluntarily teaching Adult Education classes shall be determined at the time of appointment and shall not be constrained or otherwise bound by the terms and conditions of this contract.

c. It is recognized that UBTO members occasionally and at sporadic times perform part-time work for the agency outside their job category. When they do so, they are working independently of the UBTO

relationship. Such part-time work opportunities shall be posted so that all UBTO members have an opportunity to apply for such part-time work. The rate of pay will be set by the administration and shall not be related to the UBTO member's base rate of pay.

13.5 Fair Compensation

A. Curriculum Projects

The Program Directors, after soliciting suggestions from the faculty shall develop and refine curriculum research programs for which funding is available. The curriculum projects shall be posted at all sites inviting applications from unit members interested in working on such projects. Directors shall use their best efforts to select participants for such projects from among such applicants whose jobs are most impacted by the projects.

B. Other Projects

1. Other projects shall include but not be limited to professionally related activities such as set-up of relocated classrooms, summer meetings of shared decision-making teams, and other mutually agreed upon activities.

2. 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. Compensation for attendance at summer shared decision-making teams shall be limited to six (6) hours of meeting time during the summer and six (6) hours outside of the instructional day during the school year per team member.

4. Unit members participating in projects outlined in A and B above shall be paid a minimum of
\$54.00 per hour effective July 1, 2016

5. If a district wishes to provide additional instruction for a student to meet the requirements of a CTE license or certification, the member will be paid at the prevailing BOCES rate, in accordance with section 22.6.

6. Payment for curriculum work and other projects shall be made within two pay periods after final approval by the supervisor of the completed project and timesheet submission.

13.6 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 applicants. 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.

B. It is the intent of the District to hire unit members for Special Education Summer School employment based upon seniority and area of certification. 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 practicable 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 days during the Special Education Summer School Session. In addition, if unit members use their Special Education Summer School sick days, they may access additional days from their accumulated sick leave. Sick leave use shall be in accordance with Article 18.2 of the contract.

Unused sick leave days shall be credited to each teachers accumulated sick leave accrual. The administration and UBTO will review this practice at the end of the 2015 Summer School session to determine if the goal of reducing sick day use by Summer School staff has been achieved.

E. In the event of a death of an immediate family member, a unit member shall be entitled to bereavement leave as described in Article 18.4.

F. Unit members in the Special Education Summer School working less than a full day will receive a pro rata share of the rate.

G. Recognizing the fiscal restraints imposed upon the Special Education BOCES Summer Program by inadequate State funding and reimbursement procedures, the unit members agree to the following:

For Summer School, there will be a temporary salary reduction of 50% of the 65% of the accustomed per diem rate of 1/200th of their respective annual salaries but not less than \$4,000, effective July 1 of each respective year. Should the funding levels or reimbursement procedures change so that there is an increase in the amount of monies the District receives or can be reimbursed for, then the contract may be re-opened in order to renegotiate the Summer School salaries.

H. In recognition of the additional half hour of work per day (Summer 2010) teachers who work in the Summer School shall be credited with an additional personal day provided they are in attendance 90% of the required Summer School days.

ARTICLE XIV-CLASS SIZE

14.1 Itinerant Teachers' Class Size

The itinerant teachers' class size shall be predicted upon the class size agreed upon and commonly practiced among the schools served by the shared service teacher.

In any case the administrative officer of the school in which an itinerant teacher serves shall have final jurisdiction over how a teacher's assignments are arranged.

14.2 Special Education Teachers' Class Size

The Special Education teachers' class size shall not exceed those numbers cited in the Commissioner's Regulations. When a waiver to increase class size is requested, the Organization shall be notified.

14.3 Occupational Career and Technical Class Size

A. Class size shall be determined by the number of work stations, desks, the diversifications of the occupational programs and the differing yearly space allocations and equipment requirements.

B. Where a class size exceeds the optimal range or other external circumstances impinge upon an instructor's ability to teach and after discussing this with the building administrator, a teacher may request a review.

C. The review process will be conducted by a committee which shall not be limited to the teacher, members of the respective craft committee, Career & Technical Education colleagues, and the building principal or designee. The committee shall determine if a class size problem exists and if so, shall make recommendations to the building principal to alleviate the problem.

D. After reviewing the recommendations of the committee, the building principal will report his/her decision, as pertains to the committee recommendations, to the teacher within ten (10) working days of the receipt of the committee recommendation(s).

E. The decision of the building principal may be appealed to the program team who will, at its discretion, present the problem to the Program Director for a decision.

14.4 Alternative and Academic Education Class Size and Student Load

Class size and/or composition shall be determined by program requirements, course and diploma requirements, distribution of student population, behavioral characteristics of students, academic level of students, and information obtained in the referral process.

The District and Organization, at their regularly scheduled October Executive Council Meeting, shall discuss the class size and student load issues which are of concern to the UBTO.

ARTICLE XV-MOVING EQUIPMENT

15.1 No unit member shall be required to lift heavy machinery or equipment other than hand carry able tools and equipment.

15.2 When a transfer occurs, within or between buildings, all classroom and/or educational materials, equipment, and supplies (including personal instructional materials) shall be moved by someone other than a unit member, unless otherwise agreed to by the unit member.

ARTICLE XVI- BUDGET NEEDS

16.1 The Program Director shall consult with unit members relative to budget need by January 1 through a means devised by the administration. Final decisions shall rest with the Program Director.

ARTICLE XVII- RECORDS

17.1 Unit members shall be responsible for the maintenance and completion of all records as they may be required by the rules, policies, and regulations of the District. These rules, policies, and regulations shall be distributed in writing and they may be added to or deleted from by the administration from time to time. In the event of extenuating circumstances, the waiving of such responsibilities shall be at the sole discretion of the Program Director.

ARTICLE XVIII- LEAVES OF ABSENCE

18.1 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.

Unused personal days shall be converted to the unit member's sick leave accumulation at the end of each school year which could exceed the cap if the cap has been reached.

18.2 Sick Leave

A. A ten-month unit member shall receive fourteen (14) days of sick leave each year. An eleven-month unit member shall receive fifteen (15) days of sick leave each year.

B. Part time unit members shall accumulate sick leave pro rata to the number of hours they work.

C. Sick leave may be utilized only for illness of the unit member or for illness in the unit member's immediate family. As used in this section, immediate family shall mean the unit member's father, mother, brother, sister, husband, wife, son, daughter, grandparent, legal guardian, mother-in-law, father-in-law, or person residing in the same household.

D. Except for emergency reasons, verified by the District Superintendent, paid sick leave shall not be granted when a unit member seeks to use sick leave for medical services, which are obtainable outside of school hours.

E. 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 members become part-time by assignment of the District there will be no loss.

F. In those cases where part-time unit members become full-time unit members, full time sick leave accumulation shall begin from the date that full time status is attained and shall include those days accumulated on the part-time basis.

G. The District Superintendent may require a doctor's certificate substantiating the illness of a unit member or an illness in the unit member's immediate family when the unit member has applied for more than three (3) consecutive 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 a unit member's leave credits for time spent during such examination or immunization.

H. If a unit member becomes ill during the morning, he/she will be charged with a full day of sick leave. If the unit member becomes ill in the afternoon, he/she will be charged with a half ($\frac{1}{2}$) day of sick leave.

I. Unused sick leave shall accumulate to two hundred and twenty-five (225) days. In the annual notice to each unit member who has more than 225 sick days, the actual number of sick days which would be credited to the unit member upon retirement shall be stated. Any unused sick days accumulated over 225 should be deposited to the Association's sick leave bank.

J. Unit members who have accumulated seventy (70) sick days as of September 1 of each school year and, who use six (6) or less sick leave days during the school year, shall be entitled to cash in any or all of the remainder of their current unused sick days for that year. They shall be reimbursed (for each day sold back) at a rate of

\$60.00 per day effective July 1, 2011

All requests must be submitted to the Personnel Department on the form annexed hereto as "Appendix H" no later than June 15 of each year. This amount shall be paid by separate check within thirty (30) calendar days of the end of the school year. If a unit member accumulates the maximum number of sick days (Article 18.2 I.) the six (6) day or less requirement will be dropped.

Note: This article does not prevent a unit member from opting to accumulate the sick days. Unit members who use more than six (6) sick days during a school year shall only be allowed to accumulate the remaining days.

18.3 Sick Leave Bank

A. On October 1 of each year, the District will provide the Organization with a list of the names of those members who belong to the Sick Leave Bank and the total number of days in the bank. Anyone not belonging to the bank may fill out and submit an application by October 30, contributing not more than one day to the bank. New unit members will have the opportunity to fill out an application to contribute not more than one day within thirty (30) days of being hired. Upon receipt of such application, the unit member's individual sick leave will be diminished by one day. In cases of catastrophic, long term illnesses and/or accidents or disabling, long term illnesses and/or accidents, participants who have exhausted their individual sick leave benefits may request days from this bank. Application shall be made by the individual and signed by the Organization.

B. Once the bank has been depleted to ten (10) days, prior membership is null and void. A new day must be contributed at this time by all unit members who wish to be members of the bank.

C. Two (2) members of the Organization and two (2) administrators shall jointly administer the bank, acting on requests and keeping the necessary records. In the event a majority decision cannot be reached, a fifth neutral person, agreed on by the committee will be called in to review the case and cast the deciding vote.

D. Participation shall be limited to contributing unit members.

E. A unit member who has used days from the bank shall be eligible to use up to three (3) additional days from the bank during the remainder of the school year in which he/she returns. These three days shall not be cumulative and not necessarily related to the illness or accident.

F. Unit members who have used the sick bank shall not be required to contribute a day of sick leave as a condition for membership if the bank is renewed within the school year of his/her return from illness or accident. Participation must be renewed by October 30 of the following school year for continued membership.

18.4 Bereavement Leave

Each unit member 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, husband, wife, son, daughter, legal guardian, mother-in-law, father-in-law, grandchild, grandparents, stepparents, step siblings or a person of a significant relationship residing in the same household.

18.5 Child Care Leave

A. A certificated, tenured unit member or one who qualifies for the equivalent of the tenure differential shall be granted, upon application, a leave of absence up to one (1) year. If the request for the initial year commences before January 1 of the school year, the period of January 1 through June 30 shall be considered to have been a one year leave for child care. The same staff member may apply for a second consecutive year and such request shall be granted.

Should a teacher on such child care leave apply for a continuation of such leave due to the birth of a second child the request for such leave shall be granted for the first year and may be granted for the second year depending on the needs and requirement of the district. In this instance, a denial of a second year request is at the sole discretion of the District Superintendent and Board of Education and is not subject to the grievance provision of this contract.

Teachers who apply for this leave from June 26, 2013 through December 31, 2013 shall be exempt from this provision.

B. A unit member not covered by Article 18.5 A above may be granted a leave of absence not to exceed two (2) years in duration for the purpose of raising a natural or adopted child following the guidelines regarding the definition of a full year leave outlined in Article 18.5 A.

18.6 Military Leave of Absence

Military leave of absence without pay shall be granted to any unit member who shall enter into the active military service of the United States. However, such leave shall not be extended by a re-enlistment. All unit members in active military service shall be credited with all increments to which they would be entitled had they remained active unit members of the District. They shall also be entitled to all accumulated sick days and benefits acquired prior to their entry into the service upon reinstatement.

18.7 Other Absences

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

18.8 Jury Duty

On proof of the necessity of jury service, a unit member shall be granted leave for the purpose without charge to other leave credits, provided that he or she has agreed, in writing, prior to and as a condition of granting of such leave deliver to the District, for deposit in the general fund of the District, all fees paid to such unit member for such jury service. As used herein, "fees" shall not include monies paid to a juror as reimbursement for travel and other expenses. A part-time unit member who serves shall only be required to remit to the District fees received on a pro-rata basis.

18.9 Notification of Return

Whenever a leave of absence is granted for a period longer than six (6) months or when a leave of absence granted in one school year terminates in another school year, the unit member on leave must notify the District at least three (3) months prior to the date of requested return. Upon return to employment, a unit member who has completed ninety (90) school days in the school year in which the leave commenced shall receive salary credit for a full year of service.

18.10 Absence Due to Personal Injury

In the event a unit member is absent from work because of a personal injury caused in the discharge of his/her duties within the scope of his/her employment and receives Workers' Compensation payments¹ for such absences, such unit member will be paid in full for such loss of time equal to his/her sick leave accumulation not to exceed a period of six (6) school calendar months following such injury less the amount of any paid weekly disability award resulting from compensation, retirement or social security. Such paid absence shall not be deducted from any sick leave to which such unit member is entitled under this agreement. Any Workers' Compensation benefit shall be payable to the school district.

The District shall reimburse a unit member for the reasonable cost of replacing or repairing dentures, eyeglasses, contact lenses, hearing aids, or similar body appurtenances not covered by Workers' Compensation, which are damaged, destroyed or lost as a result of any injury sustained in the discharge of his/her duties within the scope of his/her employment.

The District shall reimburse a unit member for the reasonable cost of any clothing or other personal property damaged or destroyed while the unit member was acting in the discharge of his/her duties within the scope of his/her employment.

ARTICLE XIX-SABBATICAL

19.1 All full-time unit members having seven (7) successive years of full-time service in the District, or four (4) years with the District and three (3) years with a component district, are eligible for a leave of absence for half (½) year at full pay or one full year at half (½) pay for purposes of study or educational travel.

¹ Under current Workers' Compensation Law (§12), benefits covering lost wages due to an absence caused by a work-related injury do not commence until the 6th consecutive workday after the absence began. If the absence continues through the 11th consecutive workday, lost wage benefits are paid retroactively to the first day of absence.

- A. 1. Career & Technical Education: half (½) year or one (1) year.
2. Special Education: one (1) year only.
- B. When feasible the unit member on sabbatical shall endeavor to return to work in the District.
- C. Sabbatical requests are to be submitted to the District Superintendent's office before February 15. Responses to the applicants shall be made by April 1.
- D. Unit members on sabbatical shall receive the applicable increment, when they return from the sabbatical leave.

ARTICLE XX- LIABILITY INSURANCE

20.1 The District shall continue its insurance policies covering unit members using vehicles other than District vehicles in the course of their employment as unit members and under specific direction of their immediate supervisor.

ARTICLE XXI- INSURANCE BENEFITS

21.1 Health Insurance

A. The District shall pay the cost of individual or family coverage in one of the following plans: Empire Alternative PPO, Empire EPO 20, MVP or an alternate plan cooperatively selected by the District and the Executive Council of the Organization. The district contribution shall be according to the following schedule:

89% - effective July 1, 2016
87% - effective February 1, 2018
86% - effective July 1, 2018
85% - effective July 1, 2019

- B. Participation in this coverage will be determined by the respective plan's eligibility requirements.
- C. A unit member who was hired at full-time and subsequently reduced by the District shall receive 100% of above noted rates for the health insurance benefit as provided for in this agreement.
- D. A unit member who is at .5 FTE employment or higher shall receive 100% of the above noted rates for the health insurance benefit as provided for in this Agreement.
- E. A unit member who is below .5 FTE employment and elects to participate, shall receive a pro-rata share of the health insurance benefit as provided for in this Agreement equal to the unit member's full time equivalent employment.

F. Buy-Out

1. Any unit member who voluntarily elects not to participate in a District health plan, or anyone who voluntarily changes from a family to single coverage shall receive annually the sum equal to 50% of the net savings of the District as a result of this voluntary change in coverage. Said sum not to exceed the following formula:

0 – 14% participation	\$2,500
15% + participation	\$4,000

2. Unit members who elect the buyout option must submit a request no later than November 30th of each year on the form annexed hereto as "Schedule E". Unit member participation shall be calculated on February 2nd of each school year.

This buyout shall be payable to the unit member in his/her final paycheck. In the event that due to change in circumstances, such unit member finds it necessary to re-subscribe to the original coverage, this will be permitted. Unit members who participate in the buyout for less than one full year will receive a prorated share of the savings determined on February 2 such proration to be equal to the length of participation in that school year.

G. Retirees For unit members who retire from the District through a New York State Retirement System with at least seven (7) years of continuous service (.50 FTE or greater) in Ulster County BOCES prior to retirement at .50 FTE or greater, the District shall pay effective July 1, 2005 90% of the cost of individual and 85% of the cost of family medical coverage as stipulated in Article 21.1A for the life of the retiree.

21.2 Organization Benefit Trust Fund

The Organization may form the Benefit Trust Fund, meeting all state and federal requirements. Upon presentation by the Organization to the District of the documentation demonstrating the creation of a legal trust, the District will fund the Ulster BOCES Teachers' Organization Benefit Trust Fund at the following rates:

Effective July 1, 2011 \$1,390 per eligible unit member

Upon establishment of the 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 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 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. Any amount due the fund shall be paid forthwith at the next year's rate.

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 XXII- PROFESSIONAL COMPENSATION

22.1 Basic Compensation

A. The Salary Schedule effective July 1, 2016 is attached hereto as Schedule "A". Using the 2015-16 Salary Schedule as a base, the base salaries for unit members shall be increased by the following percentages during the term of this agreement:

2016-17: 1.27%

2017-18: 1.16%

2018-19: 1.15%

2019-20: 1.30%

The entire 2016-17 salary increase shall be reflected in the Salary Schedule as increasing the base salary for purposes of computation of future salary, but shall not actually be delivered to members (no retroactive payment). The entire 2017-18 salary increase shall be reflected in the Salary Schedule as increasing the base salary for purposes of computation of future salary, but shall be delivered to members on a prorated basis retroactive from February 1, 2018.

B. Compensation for a Master's Degree shall be \$1,225 and may be pro-rated. The Master's Degree must be in the area of a unit member's certification, or at the discretion of the District, may be awarded for a degree in an area directly related to employment responsibility.

C. Unit members of the District shall advance one (1) step on the salary schedule each year.

D. The salaries for Crisis Intervention Specialists, Behavior Intervention Specialists, School Nurses, Music Therapists, and Art Therapists shall be increased by the following percentages during the term of this Agreement:

2016-2017: 1.27%

2017-2018: 1.16% (Effective February 1, 2018)

2018-2019: 1.15%

2019-2020: 1.30%

The entire 2016-17 salary increase shall be reflected in the Salary Schedule as increasing the base salary for purposes of computation of future salary, but shall not actually be delivered to members (no retroactive payment). The entire 2017-18 salary increase shall be reflected in the Salary Schedule as increasing the base salary for purposes of computation of future salary, but shall be delivered to members on a prorated basis retroactive from February 1, 2018.

E. The annual stipend schedule for unit members who provide approved services beyond the work day, and in addition to their core teaching and/or student support functions, are attached hereto in Schedule "B". It is understood that these positions are appointed annually and are subject to budget constraints.

22.2 Credit Hours

A. Credits shall be paid on a per credit basis as earned. Undergraduate credits shall be paid only to unit members who were receiving undergraduate remuneration during the 1987-88 school year at

\$ 71.75 per credit effective July 1, 2016

Graduate credits shall be paid at the rate of

\$ 133.00 per credit effective July 1, 2016

B. Adjustments will be made for credits earned after July 1, 1988, only if the District Superintendent certifies that such courses are related to the performance of the unit member's duties or duties within his/her tenure area. The District Superintendent shall approve any course which is part of a degree program if such a course is required by the institution granting the degree for successful completion of the program. At the sole discretion of the District Superintendent, approval may be granted for additional courses.

C. Adjustments shall not be made for credits earned in-service vocational education courses taken on a voluntary basis for which the unit member has received outside funding consisting of payment of educational costs and reimbursement of expenses.

D. Non-Degree Teachers

1. For unit members eligible under Article 22.3 A, non-degree teachers employed by the District prior to July 1, 1972, shall receive credit for more than sixty (60) credits only if they (a) have completed sixty-hour of prior approved credits; (b) the courses shall lead directly toward a degree with college approval; and (c) the courses consist of actual classroom instruction and have received the approval of the District Superintendent prior to payment.

2. For unit members eligible under Article 22.3 A, non-degree teachers employed by the District after July 1, 1972, shall receive credit for more than sixty (60) credits only if (a) they have a bachelors degree; (b) the courses consist of actual classroom instruction and the candidate has received approval from the District Superintendent prior to payment; and (c) there shall be only single use of approved credit for salary purposes, including initial employment course requirements.

E. Salary adjustments for approved study completed:

- 1.** In May or June it will be made effective September 1 if an official transcript is received in the District Superintendent's office by August 15 of the school year;
- 2.** In fall semester it will be made effective February 1 if an official transcript is received in the District Superintendent's office by May 1 of the school year; and
- 3.** Between the end of school in June and the opening of school in September it will be made retroactive to September 1 if an official transcript is received in the District Superintendent's office by October 1 of the school year. Failure to comply with these dates for the submission of transcripts shall result in the salary adjustment becoming effective at the next submission date.

22.3 In-Service Credit

A. In-service credit shall be defined as credit hours earned from evidence of completion of a course that has the prior approval of the District Superintendent.

B. One In-service graduate credit hour shall be awarded for each fifteen (15) hours of instructional time.

C. Application must be made in writing and the applicant must be notified in writing by the District Superintendent, prior to enrollment as to the approval or rejection for In-service credit.

D. To receive credit and obtain full payment, an official written certification of the applicant's attendance and satisfactory completion of the course must be submitted by the instructor and the sponsoring agency.

E. In-service credit shall not be granted when other compensation has been paid by the Board of Education.

22.4 Part-Time Unit Members

Salary for part-time unit members and for unit members whose workloads have been reduced shall be pro-rated. A part-time teacher's FTE shall be calculated based on the district(s) that they are assigned (including Ulster BOCES) with a total of six (6) instructional assignments per day equaling 1.0 FTE.

22.5 Extra Work

For all professional teaching performed beyond the official teaching year, unit members shall be compensated at a per diem rate of 1/200 of their respective annual salary.

22.6 Tenure Differential

A. Effective July 1, 2008, unit members who have tenure shall be compensated \$735 each year of the contract or a pro rata share thereof.

B. Any crisis intervention specialist, behavior intervention specialist, occupational therapist, physical therapist, art therapist, music therapist, or school nurse who has worked for the District for more than three years shall receive an amount equivalent to the tenured differential listed in paragraph A above.

ARTICLE XXIII- MILEAGE

23.1 All required intra-school travel done in a personal vehicle shall be compensated at the rate specified as the maximum allowable under the Regulations of the Internal Revenue Service.

23.2 All intra-school travel by unit members using their personal vehicles and serving in an official capacity on behalf of site, program, and district-wide school improvement teams shall be compensated as in Article 23.1.

ARTICLE XXIV- MEMBER BENEFITS

24.1 Tax Sheltered Annuities

The District shall implement a tax sheltered annuity program and shall reduce salaries of participating unit members pursuant to written annuity contracts submitted by unit members to the administration. Participating unit members shall hold the District harmless from all tax consequences.

24.2 Flexible Benefit Plan

The District and the Organization shall implement a mutually agreed upon Flexible Benefit Plan and mutually agreed upon administrator for the plan, in accordance with Section 125 of the Internal Revenue Tax Code. The District shall be required to provide no more monetary advance than 1/10 per month. Unit Members will be allowed to contribute up to \$5,000 annually for non-reimbursed medical expenses. There will also be a \$5,000 cap on dependent care. This plan may be terminated by the District if at any time net cost is incurred by the District.

ARTICLE XXV – EMPLOYEE ASSISTANCE PROGRAM

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

ARTICLE XXVI – RETIREMENT

26.1 Unit members may choose to retire under paragraph A or B.

A. Unit members who submit an irrevocable resignation in writing to the Board Clerk no later than eight (8) months prior to the effective date shall be compensated for all unused sick days at the following rate: 1-200 days

\$60.00 per day effective July 1, 2016

Payment will be made within thirty (30) calendar days from the effective date of retirement.

B. Unit members who reach the age of eligibility for retirement for the first time without TRS/ERS penalty, with at least seven (7) years of continuous service (.50 FTE or greater) and who submit an irrevocable resignation in writing to the Board Clerk no later than eight (8) months prior to the effective date of retirement, shall be compensated for all unused sick days at the following rate: 1-222 days, \$110.25 per day, effective July 1, 2008. Payment will be made within thirty (30) calendar days from the effective date of retirement. Payment shall be made into the NYSUT endorsed product for a 403(b), Tax Sheltered Annuity account.

At the sole discretion of the Board of Education (and therefore not grievable), the "first time eligibility" provision may be waived. Unit members who reach the age of retirement eligibility for the first time without penalty and who come to an agreement with the District Superintendent to waive the "first time of eligibility" provision, shall have an additional \$2,000 per year added to their base salary each year they continue to work, subject to the approval of the Board of Education.

Note: In order to be eligible for the enhanced benefit under 26.1. B. unit members must for the first time reach one of the following:

1. First year of eligibility to retire as defined by the rules and regulations of TRS/ERS; *or*
2. Be credited with 30 years of applicable retirement services (as verified by TRS/ERS); *or*
3. Reach the age of 62.

Immediately prior to retirement the unit member must also have seven years of continuous service with Ulster County BOCES. (Notification timelines listed in the first paragraph of 26.1.B. must be followed.

A unit member may not choose option B and a New York State retirement incentive offered by the Ulster BOCES Board of Education. Retirement enhancements can be used in combination with the option B plan.

27.1 Once tendered resignations are not rescindable except at the discretion of the Board of Education.

ARTICLE XXVIII – DURATION

28.1 This agreement shall be effective as of July 1, 2016, and shall continue in effect through June 30, 2020.

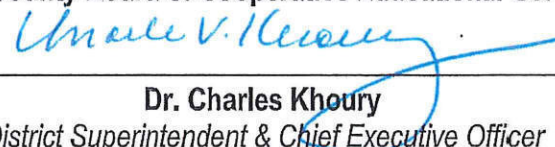
28.2 The Organization agrees that all negotiable items have been discussed during the negotiations leading to this Agreement.

This agreement was duly ratified by the Ulster County BOCES Teachers' Organization on June 22, 2018 and the Ulster County Board of Cooperative Educational Services on June 27, 2018 and that ratification is indicated by the presence of the signatures below.

Ulster County BOCES Teachers' Organization

By: 
Kerri Ann Sheehy
President, UBTO

Ulster County Board of Cooperative Educational Services

By: 
Dr. Charles Khoury
District Superintendent & Chief Executive Officer

SCHEDULE "A"

ULSTER BOCES TEACHERS' SALARY SCHEDULE

STEP	Effective 2/1/2018					Master's Differential
	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	
1	55,263	55,965	56,614	57,265	58,010	1,225
2	56,243	56,957	57,618	58,281	59,038	1,225
3	57,223	57,950	58,622	59,296	60,067	2,000
4	60,480	61,248	61,959	62,671	63,486	1,225
5	61,858	62,644	63,370	64,099	64,932	1,225
6	62,838	63,636	64,374	65,115	65,961	1,225
7	63,818	64,628	65,378	66,130	66,990	1,225
8	64,798	65,621	66,382	67,146	68,018	1,225
9	66,758	67,606	68,390	69,177	70,076	1,225
10	68,718	69,591	70,398	71,208	72,133	2,000
11	69,698	70,583	71,402	72,223	73,162	1,225
12	70,678	71,576	72,406	73,239	74,191	1,225
13	71,658	72,568	73,410	74,254	75,219	1,225
14	73,618	74,553	75,418	76,285	77,277	1,225
15	75,578	76,538	77,426	78,316	79,334	1,225
16	77,538	78,523	79,434	80,347	81,392	1,225
17	79,498	80,508	81,442	82,378	83,449	1,225
18	81,458	82,493	83,449	84,409	85,506	1,225
19	84,398	85,470	86,461	87,456	88,593	1,225
20	89,298	90,432	91,481	92,533	93,736	2,000
21	90,278	91,425	92,485	93,549	94,765	1,225
22	91,258	92,417	93,489	94,564	95,793	1,225
23	94,198	95,394	96,501	97,611	98,880	1,225
24	96,158	97,379	98,509	99,642	100,937	1,225
25	98,118	99,364	100,517	101,673	102,994	2,000
26	102,038	103,334	104,533	105,735	107,109	1,225
27	106,938	108,296	109,552	110,812	112,253	1,225
28	107,918	109,289	110,556	111,828	113,281	1,225
29	108,898	110,281	111,560	112,843	114,310	1,225
30	109,878	111,273	112,564	113,859	115,339	1,225
30+	110,538	111,942	113,240	114,543	116,032	1,225
Master's Degree:	1,225	1,225	1,225	1,225	1,225	
Step 3, 10, 20, 25	2,000	2,000	2,000	2,000	2,000	
Graduate Credit:	133	133	133	133	133	
Tenure Differential:	735	735	735	735	735	

SCHEDULE "B"

CO-CURRICULAR AND EXTRA CURRICULAR SALARY SCHEDULE

1.	Active Mentors	\$1,000 per year
2.	Mentor Intern Coordinator:	\$1,650 per year
3.	SkillsUSA Lead Advisor:	\$1,650 per year
4.	Honor Society Advisor	\$ 825 per year
5.	Alternative School Yearbook Advisor	\$1,000 per year
6.	Alternative School Senior Class Advisor	\$1,000 per year

SCHEDULE "C"

EMPLOYMENT PREFERENCE FORM

This form is designed to provide an opportunity for employees to state their preferences for employment within Ulster BOCES Education Programs. It presents no obligation to either the employee or BOCES administration, but rather is meant to serve as a guide for administration when making placement decisions.

THE INFORMATION CONTAINED HEREIN IS CONFIDENTIAL.

Please complete this form and return it to the Program Director's office.

Name: _____ Present Position: _____

LOCATION:

Present Location: _____

☐ I would like to stay at my present location.

☐ I would like to transfer to the following location: _____

TYPE OF STUDENTS:

Current Students: Subject area _____ Age: _____

Disability: _____

Special Education class size: 12:1:1 8:1:1 6:1:1

(circle one)

☐ I would like to continue working with the same population of students.

☐ I would like to teach the following type of students:

Subject area: _____ Age: _____

Program: _____

Special Education class size: 12:1:1 8:1:1 6:1:1

(circle one)

ANY ADDITIONAL COMMENTS:

In order to receive notification of job vacancies which occur after the close of school in June, employees must submit self-addressed stamped envelopes to the Deputy Superintendent or the Assistant Superintendent for Administration, as appropriate, no later than the last day of the regular school year session.

Updated: September 7, 2018

SCHEDULE "D"

CURRENT SICK LEAVE ACCRUAL BUYOUT FORM

Article 18.2 (J)

Unit members who have accumulated seventy (70) sick days as of September 1 of each school year and, who use six (6) or less sick leave days during the school year, shall be entitled to cash in any or all of the remainder of their current unused sick days for that year. They shall be reimbursed (for each day sold back) at a rate of

\$60.00 per day effective July 1, 2011

All requests must be submitted to the Personnel Department no later than June 15 of each year. This amount shall be paid by separate check within thirty (30) calendar days of the end of the school year. If a unit member accumulates the maximum number of sick days (Article 18.2 I.) the six (6) day or less requirement will be dropped.

Note: This article does not prevent a unit member from opting to accumulate the sick days. Unit members who use more than six (6) sick days during a school year shall only be allowed to accumulate the remaining days.

Please Print

Name: _____

Address: _____

Position: _____ Department: _____

I am a member of the Ulster BOCES Teachers' Organization and I have accumulated seventy (70) sick leave days as of September 1st of the current school year. At this time I have used six (6) or less current sick leave days for this school year and I would like to buyout my remaining current sick leave balance. I understand that my qualification for this benefit and the number of current sick days to be cashed in is contingent upon the actual number of current sick leave days used as of June 30th of this year.

Unit Member's Signature Date

===== **TO BE COMPLETED BY THE OFFICE OF PERSONNEL** =====

Unit member's accumulated sick leave days as of September 1st of current year: _____

Number of current sick leave days unit member used in the current school year: _____

Number of current sick leave days unit member is eligible to buyout: _____

Total amount to be paid to unit member: _____

Office of Personnel Date

SCHEDULE "E"

UBTO HEALTH INSURANCE BUYOUT FORM

Article 21.1

Any unit member who elects **not** to participate in a District health plan or anyone who changes from a family to single coverage shall receive annually the sum equal to 50% of the net savings of the District as a result of this change in coverage. Said sum not to exceed the following formula:

0 – 14% participation @ \$2,500 15% + participation @ \$4,000

Unit members who elect the buyout option must submit a request to the Office of Personnel no later than November 30th of each school year. Unit member participation shall be calculated on February 2nd of each school year. Unit members who participate in the buyout for less than a full year will receive a prorated share of the savings determined on February 2nd such proration to be equal to the length of participation for that school year.

This buyout shall be payable to the unit member in his/her final paycheck. In the event that due to change in circumstances, such unit member 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

Office of Personnel Date

ELIGIBLE DEPENDENTS ARE DEFINED AS FOLLOWS:

- A. Your wife, or husband, unless you are divorced, or your marriage has been annulled.
- B. Your children who are under 26 years of age.

SCHEDULE "F"

GRIEVANCE FORM

TO BE COMPLETED BY GRIEVANT OR HIS/HER REPRESENTATIVE

Name: _____ **Title:** _____

Work Location: _____ **Supervisor:** _____

State all provisions of Agreement involved:

Article(s): _____ **Section(s):** _____

Date of Occurrence: _____

Statement of Facts (use additional sheets if necessary): _____

Remedy Sought: _____

Date Submitted _____ **Aggrieved Employee** _____

Date Submitted _____ **Program Supervisor** _____

.....
STAGE 1 – DECISION

Date Grievance Received: _____

Decision (use additional sheets if necessary): _____

Date Decision Issued _____ **Supervisor's Signature** _____

STAGE 2 – APPEAL

To be submitted to the District Superintendent within ten (10) school days of receipt of Stage 1 – Decision or date Stage 1 – Decision was due, whichever is earlier.

The decision at Stage 1 of the grievance is unsatisfactory.

Short statement of the grievance: _____

State all provisions of Agreement involved:

Article(s): _____ **Section(s):** _____

Remedy Sought: _____

Date Submitted _____ **Aggrieved Employee** _____
.....

STAGE 2 – DECISION

Date Appeal Received: _____

Decision (use additional sheets if necessary): _____

Date Decision Issued _____ **District Superintendent or Designee** _____

STAGE 3 – APPEAL

To be submitted to the District Superintendent within ten (10) school days of receipt of Stage 2 – Decision or date Stage 2 – Decision was due, whichever is earlier.

The decision at Stage 2 of the grievance is unsatisfactory.

The following issues are unresolved: _____

Date Submitted

Authorized Signature of UBTO

.....

STAGE 3 – DECISION

Date Appeal Received: _____

Decision (use additional sheets if necessary): _____

Date Decision Issued

Board of Education

STAGE 4 – APPEAL

To be submitted to the District Superintendent within ten (10) school days of receipt of Stage 3 – Decision or date Stage 3 – Decision was due, whichever is earlier.

The decision at Stage 2 of the grievance is unsatisfactory.

The Ulster BOCES Teachers' Organization demands arbitration on the following issues:

State all provisions of Agreement involved:

Article(s): _____	Section(s): _____
_____	_____
_____	_____

Remedy Sought: _____

_____	_____
Date Submitted	Authorized Signature of UBTO

MEMORANDUM OF AGREEMENT

Between
Ulster County BOCES
And
Ulster BOCES Teachers' Organization

01/28/2020 BTEW
APPROVED (KA)

(2020-2021 School Year / Work Year Start Date)

This Memorandum of Agreement (MOA) between the Ulster BOCES (hereinafter "BOCES") and the **ULSTER BOCES TEACHERS' ASSOCIATION** (hereinafter "UBTO"), both located at 175 Route 32 North, New Paltz, New York 12561 have reached the following agreement:

WHEREAS, the BOCES and the UBTO Collective Bargaining Agreement (CBA) effective July 1, 2016 – June 30, 2020 states in Article 13.1 Work 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, and

WHEREAS, in the 2020-2021 school year Labor Day falls on September 7, and

WHEREAS, Article 13.1 states that unit members shall be available to report to work on the Friday before Labor Day, and

WHEREAS, the BOCES and the UBTO agree that starting the work year on a day other than the Friday before Labor Day would be advantageous to both parties, and

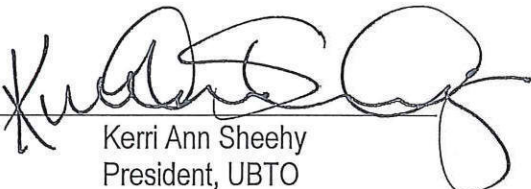
THEREFORE, BE IT RESOLVED, that BOCES and the UBTO agree that unit members shall be available to report to work on Thursday, September 3, 2020 instead of Friday, September 4, 2020 as stipulated in the 2016-2020 UBTO Collective Bargaining Agreement.

All other provisions of the CBA of effective July 1, 2016 – June 30, 2020 shall remain in effect.

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

Ulster BOCES Teachers' Organization

Date: 1.29.20

By: 
Kerri Ann Sheehy
President, UBTO

Ulster BOCES

Date: 1-31-2020

By: 
Charles Khoury
District Superintendent

MEMORANDUM OF AGREEMENT

Between

Ulster County BOCES
and

Ulster County BOCES Teachers' Organization

(Contract Extension – July 1, 2020 – June 30, 2022)

This Memorandum of Agreement (MOA) between the Ulster BOCES (hereinafter "BOCES") and the **ULSTER BOCES TEACHERS' ORGANIZATION** (hereinafter "UBTO"), both located at 175 Route 32 North, New Paltz, New York 12561 have reached the following agreement:

WHEREAS the current collective bargaining agreement (CBA) between the UBTO and the BOCES expired on June 30, 2020, and

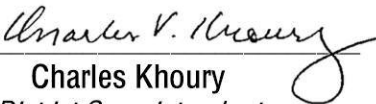
WHEREAS the UBTO and the BOCES have been engaged in negotiations and are desirous of entering into a successor agreement for a limited duration,

THEREFORE, the UBTO and BOCES agree to the following as it relates to the CBA between the parties:

1. Except as modified herein all terms of the 2016-2020 collective bargaining agreement shall be continued into this successor agreement.
2. Effective July 1, 2020, all base salaries (Schedule A attached) shall be increased by one percent (1%). Effective February 1, 2021, all base salaries (Schedule A attached) shall be increased by an additional one percent (1%).
3. Effective July 1, 2021, all base salaries (Schedule A attached) shall be increased by one percent (1%). Effective February 1, 2022, all base salaries (Schedule A attached) shall be increased by an additional one percent (1%).
4. Individuals first hired into the bargaining unit represented by the Association after ratification of this agreement shall be limited to the DEHIC EPO 20 for health insurance coverage. Such individuals shall have the option of electing the DEHIC Alt PPO health insurance program. Such individuals would be responsible for paying the additional premium required to enroll in the DEHIC Alt PPO plan. The BOCES contribution would be capped at the BOCES level of contribution for the DEHIC EPO plan. The Association member would be responsible for paying any difference.
5. The BOCES agrees to reimburse the Medicare Part B Standard Premium amount for all current bargaining unit members upon their reaching age 65 and upon their proof of payment of such premium.
6. The BOCES obligation to reimburse for the Medicare Part B Standard Premium amount shall be limited to the base rate amount as modified by the Centers for Medicare & Medicaid Services.

7. Individuals first hired into the bargaining unit represented by the Association after ratification of this agreement shall not be eligible for Medicare Part B reimbursement.
8. The attached salary schedule for nurses and crisis workers shall be added to the collective bargaining agreement.

Ulster BOCES

By: 
Charles Khoury
District Superintendent

Date: June 23, 2021

Ulster BOCES Teachers' Organization

By: 
Kerri Ann Sheehy
President, UBTO

Date: 6.22.21

UBTO

NURSES AND CRISIS WORKERS SALARY and LONGEVITY SCHEDULE

STEP	7.1.2020	2.1.2021	7.1.2021	2.1.2022
1	49,728	50,255	50,782	51,309
2	50,728	51,255	51,782	52,309
3	51,728	52,255	52,782	53,309
4	52,728	53,255	53,782	54,309
5	53,728	54,255	54,782	55,309
6	54,728	55,255	55,782	56,309
7	55,728	56,255	56,782	57,309
8	56,728	57,255	57,782	58,309
9	57,728	58,255	58,782	59,309
10	58,728	59,255	59,782	60,309
11	59,728	60,255	60,782	61,309
12	60,728	61,255	61,782	62,309

Longevity – Effective July 1, 2020:
After completion of 15 years of service - \$2,000.00
After completion of 25 years of service – an additional \$1,000.00

Effective January 1, 2022:
After completion of 15 years of service - \$1,000.00
After completion of 20 years of service – an additional \$1,000.00
After completion of 25 years of service – an additional \$1,000.00

UBTO

SCHEDULE A

STEP	2019-2020	2020-2021 Effective 07.01.2020	2020-2021 Effective 02.01.2021	2021-2022 Effective 07.01.2021	2021-2022 Effective 02.01.2022
1	\$58,010	\$58,590	\$59,176	\$59,768	\$60,365
2	\$59,038	\$59,628	\$60,225	\$60,827	\$61,435
3	\$60,067	\$60,668	\$61,274	\$61,887	\$62,506
4	\$63,486	\$64,121	\$64,762	\$65,410	\$66,064
5	\$64,932	\$65,581	\$66,237	\$66,900	\$67,568
6	\$65,961	\$66,621	\$67,287	\$67,960	\$68,639
7	\$66,990	\$67,660	\$68,336	\$69,020	\$69,710
8	\$68,018	\$68,698	\$69,385	\$70,079	\$70,780
9	\$70,076	\$70,777	\$71,485	\$72,199	\$72,921
10	\$72,133	\$72,854	\$73,583	\$74,319	\$75,062
11	\$73,162	\$73,894	\$74,633	\$75,379	\$76,133
12	\$74,191	\$74,933	\$75,682	\$76,439	\$77,203
13	\$75,219	\$75,971	\$76,731	\$77,498	\$78,273
14	\$77,277	\$78,050	\$78,830	\$79,619	\$80,415
15	\$79,334	\$80,127	\$80,929	\$81,738	\$82,555
16	\$81,392	\$82,206	\$83,028	\$83,858	\$84,697
17	\$83,449	\$84,283	\$85,126	\$85,978	\$86,837
18	\$85,506	\$86,361	\$87,225	\$88,097	\$88,978
19	\$88,593	\$89,479	\$90,374	\$91,277	\$92,190
20	\$93,736	\$94,673	\$95,620	\$96,576	\$97,542
21	\$94,765	\$95,713	\$96,670	\$97,636	\$98,613
22	\$95,793	\$96,751	\$97,718	\$98,696	\$99,683
23	\$98,880	\$99,869	\$100,867	\$101,876	\$102,895
24	\$100,937	\$101,946	\$102,966	\$103,995	\$105,035
25	\$102,994	\$104,024	\$105,064	\$106,115	\$107,176
26	\$107,109	\$108,180	\$109,262	\$110,355	\$111,458
27	\$112,253	\$113,376	\$114,509	\$115,654	\$116,811
28	\$113,281	\$114,414	\$115,558	\$116,714	\$117,881
29	\$114,310	\$115,453	\$116,608	\$117,774	\$118,951
30	\$115,339	\$116,492	\$117,657	\$118,834	\$120,022
30+	\$116,032	\$117,192	\$118,364	\$119,548	\$120,743

MEMORANDUM OF AGREEMENT

Between

Ulster County BOCES (BOCES) and

Ulster BOCES TEACHERS' ORGANIZATION (UBTO)

This Memorandum of Agreement (MOA) between the Ulster BOCES (hereinafter "BOCES") and the ULSTER BOCES TEACHERS' ORGANIZATION (hereinafter "UBTO"), both located at 175 Route 32 North, New Paltz, New York 12561 have reached the following agreement:

WHEREAS the current collective bargaining agreement (CBA) between the UBTO and the BOCES expires on June 30, 2022, and

WHEREAS the UBTO and the BOCES have been engaged in negotiations and entered into a successor agreement for a limited duration, and

WHEREAS the UBTO and the BOCES have agreed to the following salary and longevity schedules for School Nurses and Crisis Counselors where none previously existed,

NURSES AND CRISIS WORKERS SALARY and LONGEVITY SCHEDULE

STEP	7/1/20	2/1/21	7/1/21	2/1//22
1	49,728	50,255	50,782	51,309
2	50,728	51,255	51,782	52,309
3	51,728	52,255	52,782	53,309
4	52,728	53,255	53,782	54,309
5	53,728	54,255	54,782	55,309
6	54,728	55,255	55,782	56,309
7	55,728	56,255	56,782	57,309
8	56,728	57,255	57,782	58,309
9	57,728	58,255	58,782	59,309
10	58,728	59,255	59,782	60,309
11	59,728	60,255	60,782	61,309
12	60,728	61,255	61,782	62,309

Longevity – Effective July 1, 2020:
After completion of 15 years of service - \$2,000.00
After completion of 25 years of service – an additional \$1,000.00

Effective January 1, 2022:
After completion of 15 years of service - \$1,000.00
After completion of 20 years of service – an additional \$1,000.00
After completion of 25 years of service – an additional \$1,000.00

and,

WHEREAS the placement on the salary schedule based on years of services of might result in a loss of pay for some members,

THEREFORE, the UBTO and BOCES agree to the following as it relates to the CBA between the parties regarding the placement of members on the salary schedule for the purpose of salary only as follows, effective July 1, 2020:

Unit Member	Salary Guide Step Effective July 1, 2020
APPOLLONIA, JASON C.	2
BAGLEY, STEPHEN J.	1
BLIGEN, SAMUEL	1
BLUM-KAPELUCK, JUNIPER	2
CARROLL, KIMBERLY L.	4
CARUSO, DONNA M.	3
GONZALEZ, ALBA N.	1
MILLER, ADAM J.	2
MITCHELL, JOSHUA J.	1
SECRETO, KAYLA	3
SHAMBO, LESLIE	4
SHORT, MARGARET	12
WILKE, JESSICA K.	2
WILSON, JEROME M.	4

and,

WHEREAS the placement on the salary schedule based on years of service might result in a loss of pay for two members,

THEREFORE, the UBTO and BOCES agree to the following as it relates to the CBA between the parties agree that the following base salaries shall be paid as follows:

Unit Member	Salary effective July 1, 2020 – June 30, 2021	Salary Effective July 1, 2021- June 30, 2022
LOPEZ, WILLIAM	\$62,167	retired
QUINTERO, RUBEN.	\$76,121	\$77,263

and,

WHEREAS all school nurses and crisis counselors received in school year 2020-2021, an increase of 1.3% calculated on their base salary from school year 2019-2020, and

WHEREAS the placement on the salary schedule as noted above might have resulted in an overpayment,

THEREFORE, the UBTO and BOCES agree that the BOCES will not seek a reimbursement of the amounts listed below from such members and that such amounts shall be considered to have been paid as part of the member's salary for school year 2020-2021

Unit Member	Salary Guide Step Effective July 1, 2020
BAGLEY, STEPHEN J.	(8.50)
BLIGEN, SAMUEL	(8.50)
GONZALEZ, ALBA N.	(8.50)
MITCHELL, JOSHUA J.	(8.50)
SHAMBO, LESLIE	(175.50)
SHORT, MARGARET	(259.50)
WILSON, JEROME M.	(175.50)

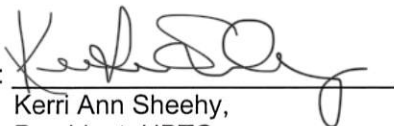
and,

WHEREAS the UBTO and BOCES agreed to the inclusion of a longevity schedule where non previously existed,

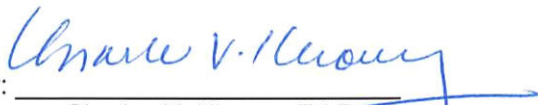
THEREFORE, the UBTO and BOCES agree that the placement on any step of the salary guide does not necessarily correspond to years of service for the purposes of earning longevity. The parties agree that all determinations of years of service for the purpose of calculating longevity will be based on the member's date of hire, and that such payments shall be made effective July 1st of the school year following the year in which the requisite number of years of service has been reached.

AGREED TO THIS 12th Day of July 2021.

**ULSTER COUNTY BOCES
TEACHERS ORGANIZATION**

By: 
Kerri Ann Sheehy,
President, UBTO

ULSTER COUNTY BOCES

By: 
Charles V. Khoury, Ed.D.
District Superintendent