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PST/6655

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE

**BOARD OF COOPERATIVE
EDUCATIONAL SERVICES
FIRST SUPERVISORY
DISTRICT OF SUFFOLK COUNTY**

EASTERN SUFFOLK BOCES

AND THE

**CSEA LOCAL 1000,
SUFFOLK EDUCATIONAL LOCAL 870
BOCES REGIONAL DATA
PROCESSING MANAGEMENT
AND SUPERVISORY UNIT**

July 1, 2002 - June 30, 2005

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

12

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ARTICLE I- PREAMBLE

The Board of Cooperative Educational Services of the First Supervisory District of Suffolk County and the Civil Service Employees Association Inc., Local 1000, AFSCME, AFL-CIO, Board of Cooperative Educational Services Regional Data Processing Management and Supervisory Unit of the Suffolk Educational Local 870, agree that Data Processing services to the districts we serve is a major activity of the Board of Cooperative Educational Services' programs. The parties further agree that the development and fulfillment of Data Processing systems of the highest quality require harmonious working relationships among the Board, Administrative/Supervisory staff, and the Civil Service employees. In order to promote maximum utilization of the ability, experience and judgment of all parties sharing responsibility for the quality of Data Processing services in the First Supervisory District, the parties do hereby agree to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employee Fair Employment Act), and to negotiate with respect to terms and conditions of employment.

This agreement is effective on the first day of July, 2002, by and between the Board of Cooperative Educational Services of the First Supervisory District of Suffolk County, hereinafter called the "BOCES" and the Board of Cooperative Educational Services Regional Data Processing Management and Supervisory Unit of the First Supervisory District of Suffolk County, hereinafter called the "Negotiating Unit."

ARTICLE 2 - RECOGNITION

A. The Board of Cooperative Educational Services of the First Supervisory District of Suffolk County, having determined that the Board of Cooperative Educational Services Regional Data Processing Management and Supervisory Unit of the First Supervisory District of Suffolk County is supported by a majority of the administrators in the designated unit of Data Processing professional personnel, hereby recognizes the Civil Service Employees Association Inc. Local 1000, AFSCME, AFL-CIO, Board of Cooperative Educational Services Regional Data Processing Management and Supervisory Unit, as the exclusive negotiating agent for the administrators in such unit with respect to salaries, wages, hours, and other terms and conditions of employment. Such recognition shall continue according to provisions of Taylor Law and extended by mutual consent.

B. Categories included in unit

Data Processing Management and Supervisors shall include the following job categories:

Programmer Analyst	Microcomputer/Audio Visual Repair Supvr.
Senior Programmer Analyst	Data Base Manager
Principal Programmer Analyst	Network Communications Manager
Systems Programmer	Principal Management Analyst
Data Processing Operations Supervisor	Data Processing Systems Coordinator

ARTICLE 3 - NEGOTIATIONS PROCEDURES

A. Present Conditions of Employment

It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may, from time to time, arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. This will be arranged mutually by members of the respective parties to this Agreement.

B. Good Faith

1) During the last year of this agreement, at least 120 days prior to its expiration and at a time mutually agreeable to the parties, good-faith negotiations for a successor Agreement will commence. Negotiations should be conducted on a schedule which will result in conclusion of the process before the current agreement expires.

2) In the event that the parties cannot conclude an agreement through their own efforts, they will seek to agree on a mutually acceptable mediator and will obtain a commitment from said mediator to serve. In case of mediation by a private person, the costs of such mediator shall be borne equally by the Board and the Association. If the Board and the Association are unable to agree upon a mediator or if the parties retain a private mediator and cannot reach agreement, either party may request the State Public Employment Relations Board to assist the parties to reach Agreement. Such mediation and fact-finding will be governed by the provisions of Section 209 of the Civil Service Law.

C. Selection of Representatives

Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the Board of Cooperative Educational Services. No final agreement shall be executed with individual members of the Unit prior to ratification by the Regional Data Processing Management and Supervisory Unit. The parties mutually pledge that their representative shall be on all occasions of negotiating clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

ARTICLE 4 - COMPENSATION

A. SALARIES

1) Starting salary for the unit members shall be:

	<u>2002/03</u>	<u>2003/04</u>	<u>2004/05</u>	<u>Maximum</u>
a) <u>Programmer Analyst</u>	53,650	55,100	56,650	94,500
b) <u>D.P. Operations Supervisor</u>	55,650	57,100	58,650	96,500
c) <u>Senior Programmer Analyst</u>	55,650	57,100	58,650	96,500
d) <u>Systems Programmer</u>	55,650	57,100	58,650	96,500
e) <u>Data Processing Systems Coordinator</u>	56,650	58,100	59,650	97,500
f) <u>Micro Computer Audio Visual Repair Supvr.</u>	56,650	58,100	59,650	97,500
g) <u>Data Base Manager</u>	57,650	59,100	60,650	98,500
g) <u>Principal Management Analyst</u>	58,650	60,100	61,650	99,500
h) <u>Network Communications Manager</u>	58,650	60,100	61,650	100,000
i) <u>Principal Programmer Analyst</u>	59,650	61,100	62,650	100,500

2) Salary Increases

BOCES agrees to increase each unit member's base salary as follows:

Effective July 1, 2002 - \$3,000

Effective July 1, 2003 - \$2,900

Effective July 1, 2004 - \$3,100

Unit members will receive the above increase, but not to exceed the maximum allowable for their base salary.

On June 30, 2005, unit members who received less than \$3,100 on July 1, 2004 because they had reached the maximum for their position shall receive the difference between their increase of July 1, 2004 and \$3,100, up to a maximum of \$1,000. This is a one-time bonus payment that shall not become part of their base salary.

3) Overtime

Normally, the members of the unit have a work week consisting of Monday-Friday, 8:00 a.m. to 4:00 p.m. (or as otherwise adjusted by the Superintendent for the agency). However, occasions may arise where a unit member realizes an obligation to remain on the job or to come in after normal working hours and does so with management approval. In such instances, the member(s) serving this extra time shall be entitled to similar compensatory time within the following 10 working days. If the Executive Director of PTIS determines this is not possible, payment will be authorized for each half or full day at the member(s)' per diem rate.

4) Longevity

a. Unit members are eligible for longevity increases to salary according to their years of service with Eastern Suffolk BOCES. The increases shall be received during the fiscal year following the anniversary date of employment. Once awarded, these amounts become permanent. Longevity awards are cumulative.

b. All members hired on or after July 1, 1998 will not be eligible for a five year longevity increment.

The longevity awards are:

Years Completed With Eastern Suffolk BOCES

Effective July 1, 2002

5 years	-	\$800 (\$500 for employees hired 7/1/95 - 6/30/98)
10 years	-	\$1,000
15 years	-	\$1,000
20 years	-	\$1,000
25 years	-	\$2,000

Effective July 1, 2003

5 years	-	\$800 (\$500 for employees hired 7/1/95 - 6/30/98)
10 years	-	\$1,000
15 years	-	\$1,000
20 years	-	\$1,500
25 years	-	\$2,000
30 years	-	\$2,000

5) Salary Review

The unit or management can initiate a request to review the salary of a unit member(s), and upon mutual agreement, initiate a salary increase.

B. ASSIGNMENTS AND CORRELATIVES

1) Notification

Unit members shall be notified, in writing, of their salary for the coming school year as soon as practicable after ratification of the Agreement reached by the parties thereto and, under normal circumstances, not later than June 1. All notices of salary are to conform to the schedules contained in the Regional Data Processing Management and Supervisory Unit Agreement with Eastern Suffolk BOCES, for the current school year.

2) Use of Personal Vehicles

Unit members will be compensated for the use of their personal vehicles on Board business at the per mile rate currently allowed by the IRS on July 1 of each contract year. If a unit member suffers a monetary loss as a result of automobile damage while on official business which can be documented, BOCES shall reimburse the employee for the amount of uninsured loss up to \$500. Claims must be accompanied by a police report documenting the incident.

C. TUITION REIMBURSEMENT

The Board shall reimburse unit members 100% tuition cost for all management pre-approved relevant course work completed with a minimum grade of "C". Reimbursement shall be paid upon BOCES receipt of an official transcript.

An employee who voluntarily resigns (excluding retirement) within five years of receiving a tuition reimbursement will repay BOCES as follows:

Less than two years:	100%
Two - three years:	75%
Three - four years:	50%
Four - five years:	25%
After five years:	No reimbursement required.

The calculations will be based on course completion dates.

D. TRAINING REIMBURSEMENT

Any BOCES provided training costing the agency tuition in excess of \$5,000 per five year period of time will be reimbursed to BOCES on a sliding scale if the unit member resigns (excluding retirement) within five years. The reimbursement period shall be calculated beginning the date the training was completed. The reimbursement rate is as follows:

Within one year:	100%
One to two years:	75%
Two to three years:	50%
Three to four years:	25%
Four to five years:	10%
After five years:	No reimbursement required.

The calculations will be based on training completion dates.

Reimbursement will be withheld from final compensation. If sufficient funds are not available, any monies due shall be paid by the unit member to the Agency.

ARTICLE 5 - INSURANCES

A. HEALTH INSURANCE

1) Health Insurance for Unit Member's hired before September 21, 1992

a. The BOCES shall pay one hundred percent (100%) of the health insurance premium of the policies currently available to administrators, individual or family coverage, whichever applies in the particular case for each administrator.

2) Health Insurance for Unit Member's hired on or after September 21, 1992

a. Unit member's shall be entitled to receive fully paid health insurance, either individual or family, so long as they do not receive comparable coverage from another source. Comparability will be decided by the 90% rule governing benefits and employee cost.

b. Unit members who lose coverage from the other source shall be entitled to inclusion in the BOCES health plan effective the 1st day of the following month.

c. A unit member who gains alternative coverage during employment, i.e.: through marriage, will not be eligible for BOCES coverage provided, however, that such coverage meets the ninety (90%) percent comparability rule.

d. The intent is to provide unit members with health insurance coverage, but not dual coverage.

3) Health Insurance for Unit Members hired between July 1, 1995 and June 30, 1998:

For unit members eligible to receive health insurance, as determined by the ninety percent (90%) comparability rule, there will be a 5% (of premium) employee contribution towards health insurance.

4) Health Insurance for Unit Members hired on or after July 1, 1998:

For unit members eligible to receive health insurance, as determined by the ninety percent (90%) comparability rule, there will be a 10% (of premium) employee contribution towards health insurance.

5) Health Insurance Into Retirement

a. Employees hired on or before June 30, 1995:

BOCES will provide each retiree who has served a minimum of five years with BOCES, with an individual contract assuring them that BOCES will maintain their health insurance coverage (family or individual), and the total cost of the premium is to be paid by BOCES. Such agreement will be in effect for the life of the retiree. The health insurance plan to be offered to retirees will be the same plan as the one offered to active employees. A retiree will be defined as a member of the bargaining

unit who leaves BOCES' service and retires under the terms of the New York State Employees' Retirement System. See Appendix A.

b. Employees hired on or after July 1, 1995:

All unit members eligible for health insurance into retirement who retire after 7/1/02 will be required to contribute towards health insurance. The rate shall be based on the unit member's contribution requirement during his/her last year of service as an active employee.

All unit members hired on or after July 1, 1995, must have ten years of service with BOCES to be eligible for individual health insurance into retirement, at the same percentage rate of contribution, and twenty years of service with BOCES to be eligible for family health insurance into retirement, at the same percentage rate of contribution.

B. DENTAL INSURANCE

1) Dental Insurance for Unit Members hired on or before June 30, 1998:

One hundred percent (100%) of the insurance premium of a dental policy. This dental coverage is to include the employee of the Board of Cooperative Educational Services and his/her dependents.

2) Dental Insurance for Unit Members hired on or after July 1, 1998:

One hundred percent (100%) of the insurance premium of a dental policy for individual coverage. Employees hired on or after July 1, 1998 who elect family dental will be required to contribute 50% towards the premium for family coverage.

C. Term Life Insurance

One hundred percent (100%) of a \$150,000 term life insurance policy. This insurance shall be carried into retirement and reduced according to the terms established by the insurance company. The Board shall make possible the acquisition of an additional \$15,000 or \$30,000 of insurance under the same plan to unit members who so desire. The premium for the supplemental insurance will be paid by the administrator requesting the insurance, but it shall be based on the same rate as the unit purchased by the Board who shall provide documentation of such to each unit member.

D. Tax Sheltered Annuity

The opportunity to participate in a Tax Shelter Annuity (403b) program shall continue.

E. Long Term Disability

A long term disability insurance policy will be provided by BOCES for all full time employees, as defined by the policy, which will compensate the disabled employee at a rate of two thirds of his/her salary with a maximum total income of \$7,000 per month for a period beginning 90 days following disability until the age the employee qualifies for retirement. Some exceptions may present themselves for certain types of illness such as psychological disorders as determined by the policy.

F. Travel Insurance

The Board shall provide travel insurance for unit members while on BOCES business approved by the Board or the Executive Officer (or designee).

G. Flexible Benefits Plan

\$150 per unit member will be allotted in 2002/03, \$150 per unit member in 2003/04, and \$500 per unit member in 2004/05 for a flexible benefits plan. Unit members may submit bills for unreimbursed medical coverage, health insurance premiums, membership in professional organizations (employee only) related to their positions, and tuition reimbursement (employee only) for work related courses.

ARTICLE 6 - LEAVES

A. SICK/PERSONAL LEAVE

1) Sick Days

All unit members shall be entitled to 15 sick leave days each school year as of the first official day of the school year. In the case of a new administrator who reports for duty on the first day, but is then absent, a physician's verification of illness will be required for successive days absences during the first week of the new school year. Unit members starting after the first day of the year shall be given a pro-rated share of sick days.

2) Accumulated Sick Days

Sick leave days may be accumulated from year to year up to 200 days. In cases of merit, the Board may allow sick leave beyond the above limit. Official records shall be maintained in the appropriate BOCES office.

3) Abuse of Sick Leave

In the event of absence of a unit member for illness in excess of four (4) consecutive working days, the Board may, if it has reasonable cause to believe that there is an abuse of sick leave policy, require an examination by an independent physician, such examination to be at the Board's expense.

4) Sick Leave Sell Back

a. Following an accumulation of 90 sick days, a member of this unit has the option to be compensated for unused sick leave for the current year on an annual basis at .5 of 1/260 of the Administrators 1997/98 salary rate for a maximum of 10 days.

b. All days for which the employee received compensation will be considered used and not reflected in individual accumulated totals. A letter of intent to request payment must be submitted to the Exec. Dir. of Personnel no later than May 1st.

c. Employees hired on or after July 1, 1998 will not be eligible for this provision.

5) Personal Days

Each unit member shall be eligible for a total of five (5) personal days each contract year, which may be used according to policies and procedures in effect for BOCES employees. A total of two (2) of these days may be taken without reasons given for the absence. Unused personal days will be added to accumulated sick leave on July 1, of the following year.

B. VACATION

1) Vacation Allowance

After one full fiscal year of employment, all unit members who are on a twelve (12) month salary agreement effective July 1 to June 30 will be entitled to twenty-five (25) vacation days each school year. These days will be awarded on July 1 of each year.

2) Notification of Vacations

Vacation time planning shall be submitted for approval as early in each year as conditions permit to the unit member's immediate supervisor.

3) New Employees' Transitional Vacation Days - First Partial Fiscal Year

When a unit member is appointed by BOCES, he/she shall receive one "transitional" vacation day for each full month employed in the first fiscal year; that is until the first July 1st.

Examples: A unit member who starts work August 1st, receives 11 transitional days; a unit member who starts work April 4th, receives 2 transitional days; a unit member who starts work on July 1st, receives 12 transitional days in his/her first year.

Note: Transitional days do not accumulate and must be used prior to July 1st.

4) Vacation Days - First Full Fiscal year

On July 1st after a unit member is hired, he/she shall be credited with 13 vacation days plus 1 day for each complete month of employment during the previous, partial fiscal year.

Examples: A unit member who begins work on July 1st receives 12 transitional days for the first year and on the next July 1st receives 13 plus 12, or 25 vacation days. A unit member who begins work on February 14th receives 4 transitional days and on the next July 1st receives 13 plus 4 or 17 vacation days.

5) Vacation Days - After First Full Fiscal Year

a. After the first full fiscal year of employment, the unit member shall receive twenty-five (25) vacation days per year.

b. All currently accumulated vacation days (not transitional days) shall be eligible for full payment upon separation from BOCES. In addition, a pro-rated share of accumulated vacation that would normally be awarded the next July 1st, shall also be

eligible for payment.

Example: A unit member who leaves BOCES January 1st and has remaining 10 accumulated vacation days shall receive payment for these 10 vacation days plus 6/12 of the 25 vacation days he/she would normally be credited with the following July 1st.

6) Carry Over of Vacation Days

Up to a maximum of twenty (20) unused vacation days may be carried over from one year to the next. If management denies a unit member(s) vacation request, the employee may roll over more than the maximum or be compensated for the time at the per diem rate by mutual agreement.

C. TEMPORARY LEAVES OF ABSENCE

1) Temporary Leave of Absence

Administrators will be entitled to the following temporary leaves of absence with pay each school year:

- a. With due regard for equal opportunity of designation, upon recommendation by and approval of the Executive Officer or designee, days may be granted for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
- b. Time necessary for appearances in any legal proceeding connected with the administrator's employment with the school system.
- c. Absence because of childhood communicable disease traceable to contact made in school.
- d. Up to five (5) days at any one time in the event of death of an administrator's spouse, child, or parent and up to three (3) days for close relatives. Close relatives are defined as brother, sister, aunt, uncle, grandparent, niece, nephew, mother-in-law, father-in-law, sister-in-law, brother-in-law, and other persons residing in the member's immediate household.
- e. In the event of serious illness of such relatives and the need for extended time in the case of death, this temporary leave may be extended without pay upon approval of the Executive Officer.

2) Full-Time Military Leave

Military leave shall be granted, and protection related therefore shall be provided, to the fullest extent required by applicable law.

3) Jury Duty

Personnel who are called for jury duty will be paid in full by the Board during the period of their jury service. Any compensation for jury service must be turned over to the Board of Cooperative Educational Services, unless the administrators are not reimbursed in full for travel expenses and other necessary expenses. Expenses in excess of the County reimbursement for jury duty may be retained from jury duty pay and the balance that is left, if any, paid to the Board. Jury service will not be charged against any approvable sick leave allowance.

4) Timeliness of Leave Notice

Notice of leaves taken pursuant to this Article shall be given as soon as the need for such absence is known by the unit member or as soon thereafter as is reasonably possible.

D. EXTENDED LEAVES OF ABSENCE

1) Association Leave

The Board agrees that one (1) administrator designated by the Association will, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Association (local, state or national) activities.

2) Child Rearing Leave

Unit members will be granted child rearing leave upon written application. Such leave shall continue for a period not exceeding two (2) years for each occurrence. Such leave may be extended by the Board. An administrator will not accumulate additional leave days during child rearing leave. However, upon return from such leave, prior accumulated leave days will be restored and the administrator will be placed on the next higher step of the salary schedule if he/she has worked for a period of a full semester.

3) Leave of Absence

A leave of absence without pay or increment of up to one (1) year may be granted for personal reasons upon Board approval. Additional leave may be granted at the discretion of the Board.

4) Leave Without Pay

The Board shall grant a leave of absence without pay or increment to any administrator to campaign for or serve in public office. The minimum leave shall be one (1) school year and a maximum of two (2) years.

5) Other Leaves

Other leaves of absence without pay may be granted by the Board, upon Board approval.

6) Restoration of Benefits

All benefits to which an administrator was entitled at the time the leave of absence commenced, including unused accumulated leave, will be restored upon the employee's return. The administrator will be assigned to the same position which was held at the time said leave commenced, if available; or if not, to a substantially equivalent position.

7) Notice of Leaves

Notice of leaves taken pursuant to this Article shall be given, in writing, to the Executive Director of Personnel as soon as the need for such leave is known to the unit member or as soon thereafter, as is reasonably possible.

8) Request for an Extension

At least sixty days prior to the Board-approved termination date of any of the leaves described in this Article, an employee on leave shall notify the Executive Director of Personnel of his/her intent to return to active duty on such date. Failure to so notify BOCES shall be construed as constituting voluntary termination of employment. In the event an employee on leave wishes to request an extension of the leave, a written request must be submitted to the Executive Director of Personnel at least sixty days prior to the Board-approved termination date of the leave.

E. RETIREMENT / TERMINAL LEAVE

1) Non-Contributory Benefit

Unit members shall receive a benefit of the non-contributory retirement plan through the New York State Employees' Retirement System. Tier I and Tier II members shall be entitled to benefits of 75i of the New York State Employees' Retirement System.

2) Request for Terminal Leave

All requests for terminal leave must be submitted to the Executive Officer no later than November 15 of the school year preceding the year of the leave. In extenuating circumstances, this requirement may be waived at the discretion of the Executive Officer. All requests must be accompanied by a written notice of resignation and retirement.

3) There shall be a five (5) year window period to receive Terminal Leave from the date of first eligibility to retire with full pension benefits under ordinary circumstances from the NYS Retirement System. "Ordinary circumstances" are not intended to include early retirement dates pursuant to New York State Retirement Incentive Plans.

4) Terminal Leave Options

Unit members hired on or before June 10, 1983 have the option of selecting Option I or Option II. Such choice will be made at the time the letter announcing the retirement is submitted. Unit members hired between June 11, 1983 and June 30, 1995 will qualify for Option II only. Terminal leave will not be available to employees hired after July 1, 1995.

a) OPTION I

1. At the year before retirement, any unit member with up to 165 days of accumulated sick leave will be granted terminal leave. The computation of this benefit shall be at the rate of 1/200th of salary X the number of accumulated sick days up to the maximum of 165 days.

2. The unit member may request a lump-sum payment.

b) OPTION II

1. Option II shall compensate unit members upon qualification for retirement and actual retirement from the New York State Employees Retirement System according to the following formula: For the first 100 days, or part thereof, of accumulated sick leave, compensation will be at the rate of one-half of 1/260 of final year's salary for each day. For the second 100 days, or part thereof, of accumulated sick leave, the compensation will be at the rate of 1/260 of the final year's salary per day.

2. If Option II is elected, the payment method will be either: A) full lump-sum payment in the year of retirement, or; B) full lump-sum payment in the fiscal year following retirement, or; C) payment in 3 equal installments over a three year period.

3. The option for payment method will be at the discretion of BOCES as determined by fiscal constraints.

ARTICLE 7 - WORK DAY/WORK YEAR

A. HOLIDAYS

Fifteen and one-half (15 1/2) days will be set aside as holidays. The Executive Officer will determine the schedule with advice from unit's representatives.

B. SUMMER SCHEDULE

1) Summer Hours

a. The summer schedule for all unit members shall be July 1 through August 31.

b. The summer day and week shall consist of a total of seven and one-quarter (7 1/4) hours per day and thirty six and one-quarter hours (36 1/4) per week. Unit members shall be entitled one (1) fifteen (15) minute break and a forty-five (45) minute lunch period.

2) Recess Periods

During the Christmas, mid-winter, and Easter/Passover recess periods, unit members shall work the summer hours stated above.

ARTICLE 8 - TRANSFERS AND PROMOTIONS

A. TRANSFERS AND VACANCIES

1) Voluntary Transfers

a. Unit members who desire a change in responsibility or who desire to transfer shall file a written statement of such desire with the Executive Officer.

b. Every unit member seeking a new assignment will be advised of a vacancy occurring or being planned. Seniority will be one of the prime considerations in selecting the applicant.

2) Involuntary Transfers

In the event that a member is involuntarily transferred and wishes to return to his/her previous assignment, every effort will be made to accommodate this request if there is such a vacancy or need.

B. PROMOTIONS/VACANCIES

1) Notice of Vacancies

Notice of all vacancies at Eastern Suffolk BOCES in promotional and open competitive positions shall be posted in a central location at all BOCES facilities at least five (5) business days before the expiration of the application deadline.

2) Applying for Vacancies

Unit members who desire to apply for such vacancies shall submit their applications, in writing, to the Executive Director of Personnel within the time limit specified in the notice.

3) Promotional positions are defined as follows:

a. Positions paying a salary differential and/or positions on the administrator/supervisor level, including positions as Asst. Superintendent, Director, Assistant Director, Systems Analysis Supervisor, Senior Systems Analyst, Systems Analyst, or such other positions that may develop.

b. Each applicant for such a position who is not selected will be notified in writing.

ARTICLE 9 - EXCESSING AND RECALL

A. ABOLITION OF POSITIONS

1) Excessing

In a situation where a staff member is excessed as a result of the abolition of a position and no other position is available, a maximum of sixty (60) days sick leave accumulated by the staff member may be used for eligible paid leave. Deducted from the amount of paid sick leave shall be the amount which the staff member is entitled to under unemployment insurance compensation.

For example:

60 sick days	= 12 weeks @ \$500 per week =	6,000
Unemployment	= 26 weeks @ \$125 per week =	<u>3,250</u>
Maximum payable by BOCES under this example		2,750

Thus, the staff member would be paid at a weekly rate of \$500 until either the paid sick leave is depleted or employment is secured. All fringe benefits are in effect during this period.

2) Eligibility

All unit members hired after June 10, 1983 will not be eligible for this benefit.

ARTICLE 10 - PROFESSIONAL CONDITIONS

A. JOB DESCRIPTION

1) Duty Statements

When new positions are created or the duties of existing positions are revised by the Board, the Board shall prepare a duty statement for such new or revised positions. Each duty statement shall indicate what work is done on the job and, in general what equipment is to be used. Each employee shall, upon request, be furnished with a copy of his or her duty statement and job description. Should a dispute arise as to whether or not the duty statement properly describes the job, the unit member may appeal the matter to the Civil Service Commission and may be represented by the negotiating unit if he/she so wishes.

2) Priority of Shifts

Priority or choice of shifts (where pertinent) will be based on seniority and other factors.

ARTICLE 11 - ASSOCIATION RIGHTS

A. LIAISON - MEMBER, BOARD, ADMINISTRATION

1) Board Meeting Agenda

The Regional Data Processing Management and Supervisory Unit, as the exclusive representative, shall be given, upon five (5) days written notice by the Unit, a place on the agenda.

2) Research Projects

The Board shall encourage the development and implementation of research projects pertinent to education when and where possible in order to evaluate programs. These findings shall be included on agenda and with Board approval incorporated into official minutes.

ARTICLE 12 - GRIEVANCE AND ARBITRATION

A. GRIEVANCE PROCEDURE

1) Grievance Procedure

a. A "grievance" is a claim based upon an event or condition which affects the welfare and/or the condition of employment of a member of the Regional Data Processing Management and Supervisors Unit and/or the interpretation, meaning, or application of any of the provisions of this Agreement. A grievance must be filed within 30 days of its occurrence or within 30 working days of the employee's knowledge of its occurrence.

b. In actual practice, it shall be incumbent upon the Grievance Committee to determine whether or not an alleged grievance has merit, and such decision shall, in effect, constitute the definition of the grievance.

2) Stage 1 - Immediate Supervisor

a. A unit member having a grievance will discuss it with his/her immediate supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but, in arriving at a decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or the aggrieved party's representative present. If the member submits the grievance through a representative, the member may be present during the discussion of the grievance.

b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within ten (10) school days after the written grievance is presented to him, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision therein, in writing, and present it to the member, his/her representative and the Grievance Committee of the Regional Data Processing Management and Supervisory Unit.

3) Stage 2 - Chief Executive Officer

a. If the unit member initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the unit member shall, within ten (10) school days, present the grievance to the Regional Data Processing Management and Supervisory Unit Grievance Committee for its consideration. The chairperson of the Grievance Committee will call the Committee into session.

b. If the Grievance Committee determines that the unit member has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Chief Executive Officer within ten (10) school days after the member has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

c. Within ten (10) school days after receipt of the appeal, the Chief Executive Officer or duly authorized representative shall hold a hearing with the member and the Grievance Committee or its representative and other parties in interest.

d. The Chief Executive Officer shall render a decision in writing to the member, the Grievance Committee and its representative within ten (10) school days after the conclusion of the hearing.

4) Stage 3 - Board of Cooperative Educational Services

a. If the member and the Grievance Committee of the Unit are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board of Cooperative Educational Services within fifteen (15) school days after receiving the decision at Stage 2. The official grievance record maintained by the Chief Executive Officer shall be available for the use of the Board of Cooperative Educational Services.

b. Within fifteen (15) school days after receipt of an appeal, the Board of Cooperative Educational Services shall hold a hearing on the grievance. The hearing shall be conducted in executive session.

c. Within ten (10) school days after the conclusion of the hearing, the Board of Cooperative Educational Services shall render a decision, in writing, on the grievance.

5) Stage 4 - Commissioner of Education

In the event that the member and/or the Grievance Committee of the Unit are not satisfied with the decision at Stage 3, and the Unit determines that the grievance is meritorious and that appealing it is in the best interest of the school system, it may submit the grievance to the Commissioner of Education for his/her determination.

B. PROTECTION

1) Reporting Of Injury Or Assault

a. Administrators will immediately report all cases of injury and/or assault suffered by them in connection with their employment to their immediate supervisor, in writing, dated and signed.

b. This report will be forwarded to the Board which will comply with any reasonable request from the administrator for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the unit member, the police and the courts.

2) Save Harmless From Financial Loss

a. The Board agrees to save the administrators harmless from any financial loss, including reasonable attorney's fees, arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or omission to act by such administrator within or without the school building, provided such administrator, at the time of the act or omission complained of, was acting within the scope of his/her employment or under the direction of the Board.

b. The Board agrees to save administrators harmless from any financial loss where members are required to handle Board of Cooperative Educational Services' money, provided that it can be proven that the loss was not due to the unit member's negligence.

ARTICLE 13- MISCELLANEOUS

A. MISCELLANEOUS

1) Copies of Agreement

Copies of this agreement will be duplicated at Board expense and a copy given to each unit member now employed or hereafter employed by the Board.

2) Provisions Contrary to Law

If any provision of the Agreement or any application of the Agreement to any unit member or group of unit members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

3) Agreement Constitutes Board Policy

This agreement constitutes Board policy for the term of said Agreement, and the Board will carry out the commitments contained herein and give them full force and effect as Board policy. The Board will amend its personnel policies and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.

ARTICLE 14 - SUBCONTRACTING

It is agreed by and between the Eastern Suffolk Board of Cooperative Educational Services (hereinafter called BOCES) and the Civil Service employees Association, Local 1000, AFSCME, AFL-CIO, Data Processing Management and Supervisory Unit # 4, (hereinafter called CSEA) for the duration of this agreement dated 7/1/2002 - 6/30/2005 as follows:

1. BOCES shall be permitted to subcontract work (hereinafter called "work") or use consultants to do work performed by members of the bargaining unit, within the parameters stipulated below, provided however, no members employed as of May 1, 1998 shall be exceeded as a result of actions in this regard.
2. In such circumstances of using outside contractors or consultants:
 - a. BOCES shall provide written notice to the CSEA of its intent to contract out or consult, and for the duration of time such contract shall be in effect.
 - b. BOCES has an obligation to inform CSEA of its intentions. If the parties cannot agree on these intentions, then a Labor-Management meeting will be held to resolve the issues.
3. Any use of an outside contractor or consultant shall not diminish the exclusivity of the CSEA work.

4. BOCES shall use its best efforts to conduct job training for all current titles in this unit.
5. Any use of a contractor or consultant shall be re-evaluated in the forum of a Labor-Management meeting every six months.
6. The use of outside contractors or consultants shall not result in the displacement of current employees, loss of positions or interfere with the Collective Bargaining Agreement in any way.

ARTICLE 15 – STAFF DEVELOPMENT

Each unit member shall participate in four (4) hours of staff development training activities in Year One of the contract, eight (8) hours in Year Two, and twelve (12) hours in Year Three. Such activities shall be collaboratively designed by the unit member and his/her immediate supervisor and submitted for approval to the employee's Divisional Director. Whenever possible, BOCES will permit members of this unit to participate in agency-provided Staff Development for the Administrators or other agency groups. These hours shall be outside the regular duties of the employee and shall not entitle unit members to additional pay.

ARTICLE 16 - LEGISLATION

It is agreed to by and between the parties that any provision of the Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor shall not become effective until the appropriate legislative body has given approval.

ARTICLE 17

DURATION OF AGREEMENT

This contract shall be effective as of July 1, 2002 and shall continue in effect through June 30, 2005.

FOR THE REGIONAL DATA PROCESSING
MANAGEMENT AND SUPERVISORY
NEGOTIATING UNIT

FOR THE BOARD OF COOPERATIVE
EDUCATIONAL SERVICES
FIRST SUPERVISORY DISTRICT

BY: Cynthia Smalls 2/27/03
Cynthia Smalls,
CSEA LRS

BY: Gary Bixhorn
Gary Bixhorn,
District Superintendent

BY: Kathleen Wunsche
Kathleen Wunsche,
President

BY: Ken Noble
Ken Noble,
Vice President

BY: John Reilly
John Reilly,
Secretary

DATED THIS 3rd DAY OF March, 2003

APPENDIX A

Contract Between Eastern Suffolk BOCES

and
(Name of Member)

The Board of Education and the Administration of the First Supervisory District have agreed with the representatives of CSEA, Local 1000, BOCES Regional Data Processing Management and Supervisory Unit, to provide members, who have given long and faithful service to our Agency, an assurance that they will receive medical insurance coverage at no cost to them during their retirement years. It is for this reason that this contract is provided to you.

As a member who has elected retirement under the terms of the New York State Employees' Retirement System during the period of July 1, 2002 through June 30, 2005, and as an employee who possesses at least five years of service to Eastern Suffolk BOCES, you are entitled to health insurance coverage into retirement, under the terms of the July 1, 2002 through June 30, 2005 negotiated Agreement between the Regional Data Processing Management and Supervisory Unit and Eastern Suffolk BOCES for the term of your life.

If eligible under the terms of this contract, you shall be entitled to family coverage if said coverage was in existence at the time of retirement. Family coverage will be converted to individual when dependents at the time of retirement are no longer eligible.

You are to consider this contract as the assurance cited within the 2002-2005 collective bargaining contract provision which provided for the commitment of Eastern Suffolk BOCES to maintain, at its cost, health insurance coverage throughout the term of your retirement years.

Human Resources Administrator

Date

