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Contract Database Metadata Elements

Title: **Eastern Suffolk County BOCES District and BOCES Regional Data Processing Management and Supervisory Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Suffolk Educational Local 870 (2005)**

Employer Name: **Eastern Suffolk County BOCES District**

Union: **BOCES Regional Data Processing Management and Supervisory Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Suffolk Educational 870**

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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, 2005 - June 30, 2008

RECEIVED

AUG 01 2007

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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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, 2005, 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 unit members 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 unit members 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 4 - COMPENSATION

A. SALARIES

1) Starting salary for the unit members shall be:

	<u>2005/06</u> Min/Max	<u>2006/07</u> Min/Max	<u>2007/08</u> Min/Max
a) <u>Programmer Analyst</u>	59,550/96,390	62,550/98,318	65,650/100,284
b) <u>D.P. Operations Supervisor</u>	61,550/98,430	64,550/100,399	67,650/102,407
c) <u>Senior Programmer Analyst</u>	61,550/98,430	64,550/100,399	67,650/102,407
d) <u>Systems Programmer</u>	61,550/98,430	64,550/100,399	67,650/102,407
e) <u>Data Processing Systems Coordinator</u>	62,550/99,450	65,550/101,439	68,650/103,468
f) <u>Micro Computer Audio Visual Repair Supvr.</u>	62,550/99,450	66,550/101,439	68,650/103,468
g) <u>Data Base Manager</u>	63,550/100,470	66,550/102,479	69,650/104,529
h) <u>Principal Management Analyst</u>	64,550/101,490	67,550/103,520	70,650/105,590
i) <u>Network Communications Manager</u>	64,550/102,000	67,550/104,040	70,650/106,121
j) <u>Principal Programmer Analyst</u>	65,550/102,510	68,550/104,560	71,650/106,651

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 fiscal year.

2) Use of Personal Vehicles

Unit members will be compensated for the use of their personal vehicles on Board business at the maximum mileage allowance then in effect that is set forth in the rules of the United States Internal Revenue Service. 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 "B". Reimbursement shall be paid upon BOCES receipt of an official transcript. One Hundred percent (100%) reimbursement will be capped at the amount that would be expended if attending a SUNY University or College.

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.

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 unit members, individual or family coverage, whichever applies in the particular case for each unit member.

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 for Part-Time Employees hired on or after July 1, 2006:

Part-time employees hired after July 1, 2006 will contribute towards their health insurance premiums based on their FTE (a minimum of 10% to a maximum of 25%). Example: A member who works as .50 FTE would pay 25% of their health insurance premiums; a member who works as .75 FTE would pay 25% of their health insurance premiums; a member who works as .80 FTE would pay 20% of their health insurance premiums; a member who works as .90 FTE would pay 10% of their health insurance premiums.

C. Term Life Insurance

1) BOCES will pay 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.

2) Employees hired after July 1, 2006, subject to approval of the insurance carrier, who retire will be permitted to purchase group life insurance and the supplemental life insurance by paying the applicable premium (group rate).

D. Tax Sheltered Annuity

The opportunity for unit members to participate in the voluntary tax sheltered annuity programs offered by BOCES 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

BOCES will allocate \$500 per unit member for each contract year for a flexible benefits plan. Unit members may submit bills for un-reimbursed medical coverage, health insurance premiums, membership in professional organizations (employee only) related to their positions, and tuition reimbursement (employee only) for work related courses. Tuition reimbursement can only be used for tuition not already reimbursed under Article 4, Sec. C.

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.

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) unit member 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. A unit member 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 unit member will be placed on the next higher step of the salary schedule if he/she has worked for a period of six months in the fiscal year preceding the leave.

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 unit member 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 a unit member was entitled at the time the leave of absence commenced, including unused accumulated leave, will be restored upon the employee's return. The unit member 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.

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.

5) 457 Account Option

Terminal Leave will be deposited into a 457 account provided that the employee has notified the 457 company of the election of this option within the time frame required by the carrier.

6) Death after Notice of Intended Retirement

Upon the death within two years of the intended date of resignation of an active member, who has declared his/her intention to resign for retirement purposes, payment for unused sick leave shall be made to the member's estate under the terms and restrictions of the contract provision.

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

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.

b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within ten (10) working days after the written grievance is presented to him, the supervisor shall render a decision therein, in writing, and present it to the member, his/her representative and the CSEA Unit 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) working 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 CSEA Unit 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) working 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) working days after receipt of the appeal, the Chief Executive Officer or duly authorized representative shall hold a hearing with the member and the CSEA Unit 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 CSEA Unit Grievance Committee and its representative within ten (10) working days after the conclusion of the hearing.

4) Stage 3 - Board of Cooperative Educational Services

a. If the member and the CSEA Unit Grievance Committee of the Unit are not satisfied with the decision at Stage 2, the CSEA Unit Grievance Committee will file an appeal in writing with the Board of Cooperative Educational Services within fifteen (15) working 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 thirty (30) working 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.

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 7/1/2005 - 6/30/2008 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.

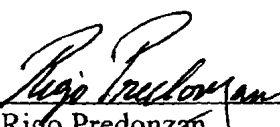
ARTICLE 17

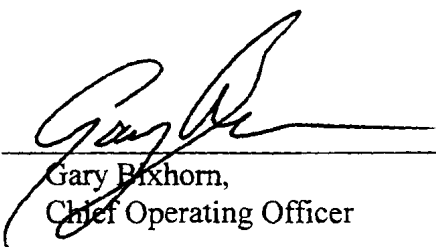
DURATION OF AGREEMENT


This contract shall be effective as of July 1, 2005 and shall continue in effect through June 30, 2008.

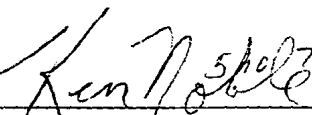
FOR THE REGIONAL DATA PROCESSING
MANAGEMENT AND SUPERVISORY
NEGOTIATING UNIT

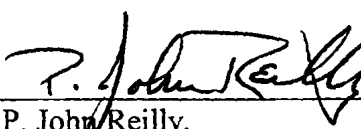
FOR THE BOARD OF COOPERATIVE
EDUCATIONAL SERVICES
FIRST SUPERVISORY DISTRICT

BY: 
Rigo Predonzan,
CSEA Labor Relations Specialist

BY: 
Gary Bixhorn,
Chief Operating Officer

BY: 
Kathleen Wunsche,
President

BY: 
Ken Noble,
Vice President

BY: 
P. John Reilly,
Secretary

DATED THIS 6th DAY OF June, 2007



APPENDIX A

CONTRACT BETWEEN EASTERN SUFFOLK BOCES

AND

(Member Name)

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 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 and as an employee who possesses the contractual required service to Eastern Suffolk BOCES, you are entitled to health insurance coverage into retirement, under the terms of the July 1, 2005 through June 30, 2008 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 2005-2008 collective bargaining contract provision, which provided for the commitment of Eastern Suffolk BOCES to maintain health insurance coverage throughout the term of your retirement years. The rate shall be the same as your contribution requirement during your last year of service as an active employee. (Art. 5, Sec. 6)

(Human Resources Administrator)
Eastern Suffolk BOCES

Date

