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Title: **Nassau County BOCES and Nassau County BOCES Non-Instructional Unit, CSEA Local 1000, AFSCME, AFL-CIO, Local 830 (2009)**

Employer Name: **Nassau County BOCES**

Union: **Nassau County BOCES Non-Instructional Unit, CSEA, AFSCME, AFL-CIO**

Local: **830, 1000**

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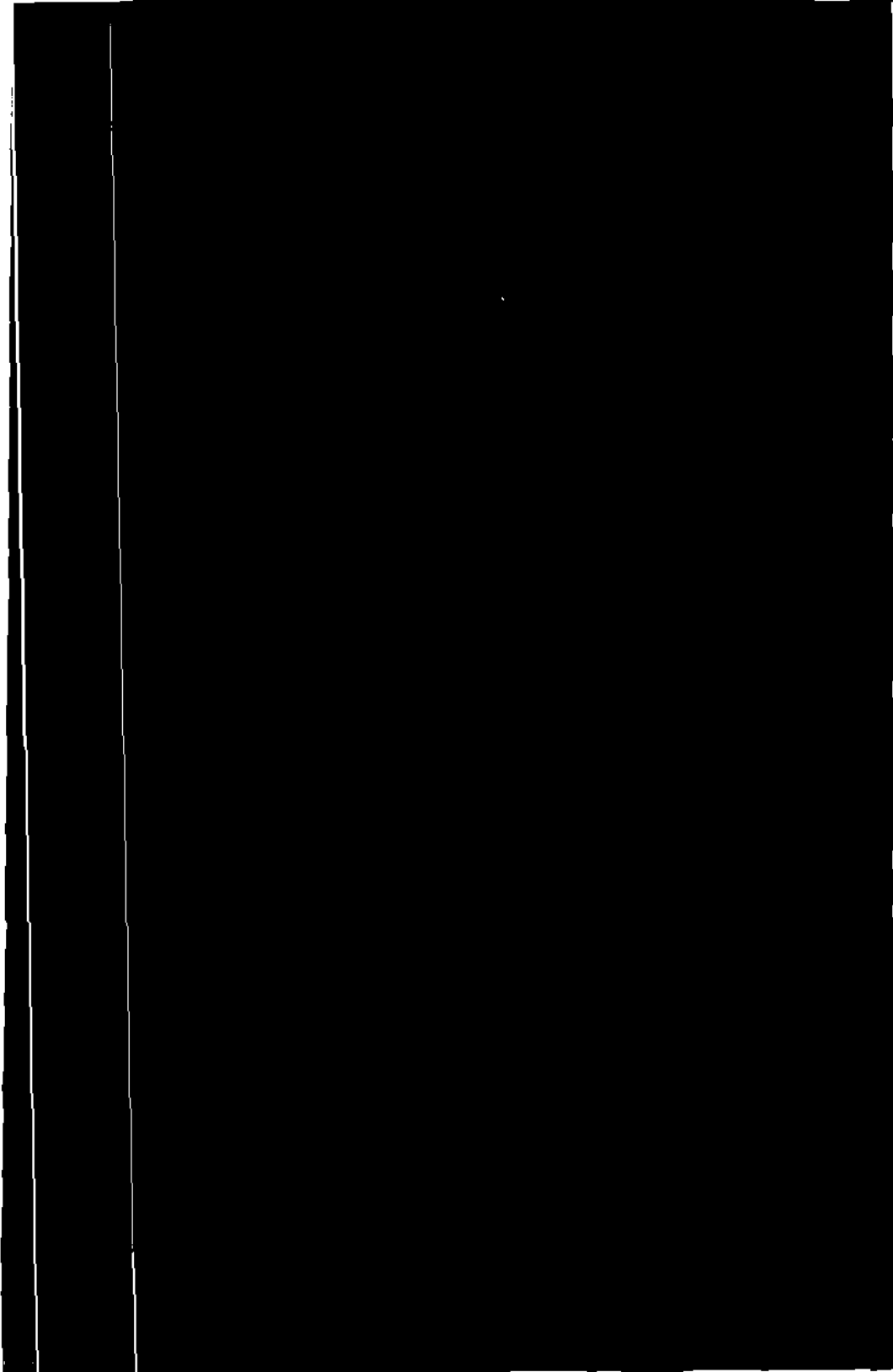
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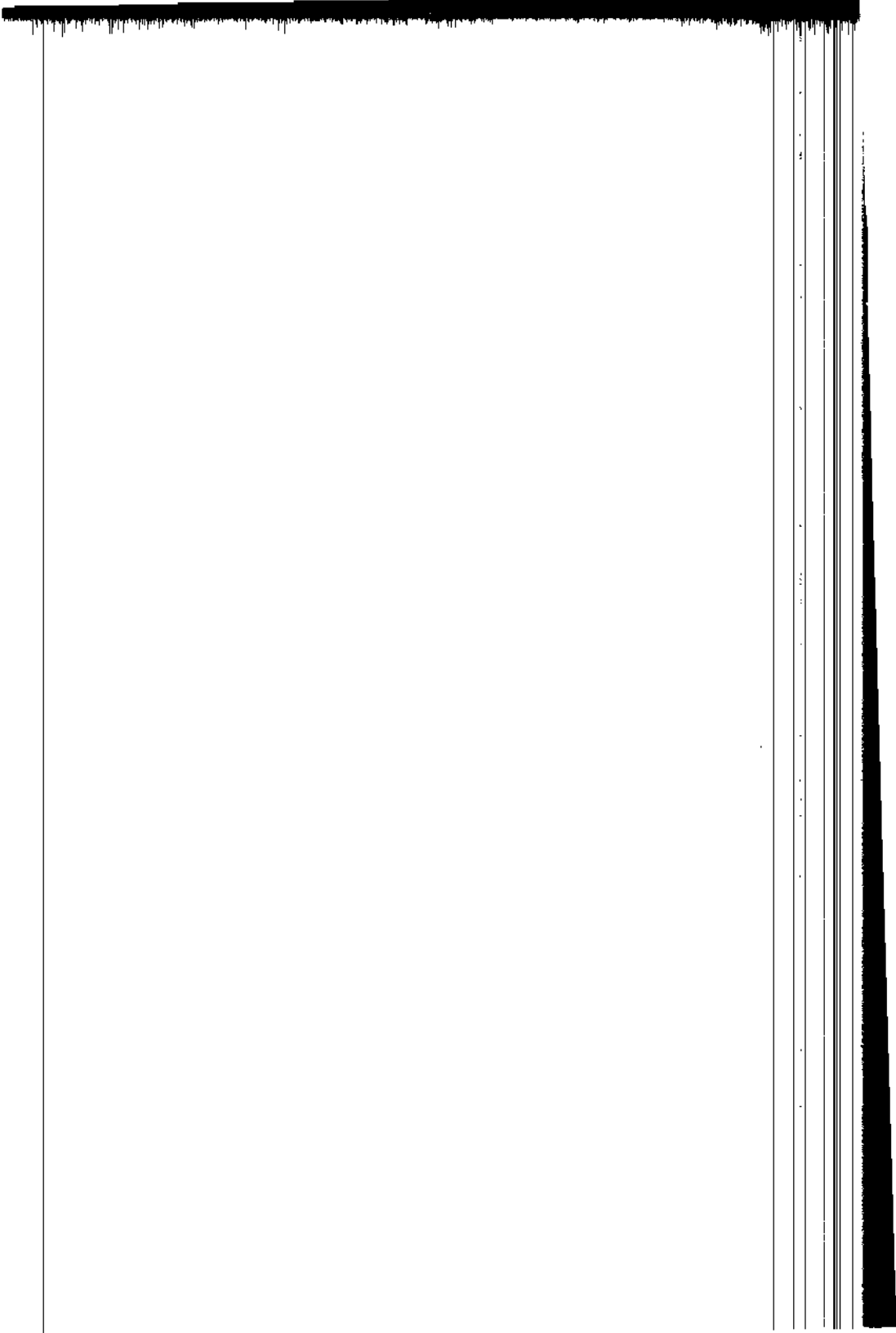


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WITNESSETH:

ARTICLE 1 – RECOGNITION OF UNIT

Section 1.1 Recognition.

The Board of Cooperative Educational Services of Nassau County (hereinafter referred to as the "Board" or "Nassau BOCES") recognizes the Civil Service Employees Association (hereinafter referred to as "CSEA" or "Association") as the sole and exclusive representative of the employees defined in Section 1.2 of this Article in accordance with the provisions of the Civil Service Law for the term of this Agreement. The parties agree that the CSEA shall, in accordance with the Civil Service Law, have unchallenged representation status for the same period.

Section 1.2 Collective Bargaining Unit and Definition of "Employee."

Whenever used in this Agreement, the term "employee" or "employees" shall mean all personnel engaged in the maintenance of buildings and grounds in the agency, including cleaners, custodians, maintenance personnel, and head custodians, except for administrative and supervisory personnel such as, but not limited to, the manager of buildings and grounds and his/her assistants, and to include all office, secretarial, and clerical employees, teacher aides, monitors, motor vehicle operators, bus drivers, food service personnel, and all other Civil Service employees who are not in any other unit, except for confidential, administrative, and supervisory employees and occupational and physical therapists employed in the school system.

Part-time employees working a minimum of twenty (20) hours per week and at least forty (40) weeks per year are included in the unit. Part-time employees, including, but not limited to, part-time teacher aides working less than twenty (20) hours per week and/or less than forty (40) weeks per year shall be a part of the unit, but shall be excluded from provisions of this contract relating to wages, hours, fringe benefits, etc., unless expressly included. Said wages, hours, fringe benefits, etc. of part-time employees working less than twenty (20) hours per week and/or less than forty (40) weeks per year shall be established in the discretion of the Nassau BOCES. The unit shall not include substitute personnel.

Section 1.3 Quarterly Listing of New Hires.

The Nassau BOCES shall supply the CSEA, on a quarterly basis, with a list of newly hired employees who fall within the defined bargaining unit.

Section 1.4 Union Application Card.

The Nassau BOCES shall include the *Union Application Card* in the benefits packet given to new employees, provided the union provides the cards to the Nassau BOCES for that purpose.

ARTICLE 2 – CSEA DUES

Section 2.1 Payroll Deduction Authorization.

The Board shall deduct from the wages of employees and remit to the CSEA (143 Washington Avenue, Albany, NY 12224), regular membership dues for those employees who sign authorizations permitting such payroll deductions. An employee may revoke his/her dues deduction authorization by submitting a revocation, in writing, to the Department of Human Resources at least five (5) days prior to the end of the payroll period after which the revocation is to become effective.

ARTICLE 3 – COMPENSATION

Section 3.1 Purpose of Article.

The sole purpose of this article is to provide a basis for the computation and payment of straight time and overtime wages. Nothing in this Agreement shall be construed as a guarantee by the Board of hours to be worked per day, per week, or per year. The Board's pay practices and procedures shall govern the calculation and computation of all wages.

Section 3.2 Regular Rate.

"Regular rate" of pay is defined as the straight time rate of pay per hour or per annum for an employee's pay within the salary range assigned to the employee's regular job classification as set forth in Appendices I - IV, which are attached hereto and hereby made a part of this Agreement.

Section 3.3 Salary Increases.

The salary system shall provide, effective on each July 1st, that new full-time employees with two and one-half (2 1/2) years of service at the Nassau BOCES who receive two (2) years of satisfactory evaluations from the Nassau BOCES will have their salary adjusted (if necessary) to be paid at the eighth point of the salary range for their position. After five (5) years of satisfactory evaluations from the

Nassau BOCES, full-time employees will have their salary adjusted (if necessary) to be paid at the quarter-point of the salary range for their position. After ten (10) full-time years of satisfactory evaluations, each employee's salary will be adjusted (if necessary) to the mid-point of the salary range for their position. After fifteen (15) full-time years of satisfactory evaluations, each employee's salary will be adjusted (if necessary) to the three-quarter-point of the salary range for their position.

Effective July 1, 2006, full-time employees with seven and one-half (7 ½) years of service at the Nassau BOCES who receive seven (7) years of satisfactory evaluations from the Nassau BOCES will have their salary adjusted (if necessary) to be paid at the three-eighths point of the salary range for their position.

Effective November 1, 2009, unit members, including part-time employees working less than twenty (20) hours per week, shall be granted an across-the-board increase of three percent (3.00%) or an increase based upon continuing implementation of the eighth-point/quarter-point/three-eighths-point/mid-point/three-quarter-point system described above, whichever is greater. Said increase shall be based upon each unit member's total regular salary in effect on October 31, 2009, or regular hourly wage, if applicable, but not including any longevity amounts received.

Effective July 1, 2010, unit members, including part-time employees working less than twenty (20) hours per week, shall be granted an across-the-board increase of two percent (2.00%) or an increase based upon continuing implementation of the eighth-point/quarter-point/three-eighths-point/mid-point/three-quarter-point system described above, whichever is greater. Said increase shall be based upon each unit member's total regular salary in effect on June 30, 2010, or regular hourly wage, if applicable, but not including any longevity amounts received.

Effective January 1, 2011, unit members who are twelve (12) month employees, including part-time employees working less than twenty (20) hours per week, shall be granted an across-the-board increase of one percent (1.00%) or an increase based upon the continuation of the eighth-point/quarter-point/three-eighths-point/mid-point/three-quarter-point system described above, whichever is greater. Said increase shall be based upon each unit member's total regular salary in effect on December 31, 2010, or regular hourly wage if applicable, but not including any longevity amounts received.

Effective February 1, 2011, unit members who are ten (10) month employees, including part-time employees working less than twenty (20) hours per week,

shall be granted an across-the-board increase of one percent (1.00%) or an increase based upon continuing implementation of the eighth-point/quarter-point/three-eighths-point/mid-point/three-quarter-point system described above, whichever is greater. Said increase shall be based upon each unit member's total regular salary in effect on January 31, 2011, or regular hourly wage, if applicable, but not including any longevity amounts received.

All increases regarding the eighth point/quarter-point/three-eighths-point/mid-point/three-quarter-point system will occur, consistent with the foregoing, on the July 1st, January 1st or February 1st, whichever is applicable, next following the completion of two and one-half (2½), five (5), seven and one-half (7½), ten (10) or fifteen (15) years of annualized service. Point increases will be based on the employee's full-time equivalent status at the time of reaching a milestone.

Section 3.4 Forms and Procedures for Employee Evaluation.

The Nassau BOCES shall have the right to modify the forms used for employee evaluation provided that the Nassau BOCES consults with the CSEA prior to implementation of the new forms.

Employees who receive "unsatisfactory" evaluations may appeal that evaluation to the next level of supervisor.

Section 3.5 Salaries of New Hires.

In general, new hires will be appointed at salaries not exceeding the mid-points of the applicable salary ranges as set forth in Appendix I. However, the parties agree that it shall be within the discretion of the District Superintendent to appoint persons at salaries which exceed the mid-points, based on labor market conditions.

Based upon performance, the Nassau BOCES will have the right to adjust upward in the appropriate range the salary of a probationary employee in the clerical/support cluster and information technology cluster, only at the point that the employee receives Civil Service tenure (26 weeks for competitive positions). Said adjustments shall be in the amount of \$1,000.00 - \$5,000.00. Such increase shall not result in salaries greater than the mid-point of the applicable range.

Section 3.6 Longevity Salary Increments.

Longevity salary increments shall be awarded to employees who reached the