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Union: **Western Suffolk BOCES Clerical Personnel Unit IV, CSEA, AFSCME, AFL-CIO**

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WC / 7969

Between the Board of Cooperative Educational Services
of the Second Supervisory District, Suffolk County, New York

Agreement

and The Civil Service Employees Association, Inc.
Local 1000 AFSCME AFL-CIO
and its CSEA Western Suffolk BOCES Clerical Personnel Unit IV

July 1, 2007– June 30, 2010

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RELATIONS BOARD



104 Members

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PREAMBLE

This agreement is entered into this 14th day of September 2006, by and between the negotiating representatives of the BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF THE SECOND SUPERVISORY DISTRICT SUFFOLK COUNTY, NEW YORK (hereinafter referred to as the BOCES) AND THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000 AFSCME AFL-CIO AND ITS CSEA WESTERN SUFFOLK BOCES CLERICAL PERSONNEL – UNIT IV (hereinafter referred to as CSEA).

The CSEA recognizes that the BOCES has the legal authority and responsibility to make final decisions in the educational and fiscal affairs of this BOCES pursuant to the Education Laws, and other general laws of the State of New York.

The CSEA and the BOCES agree that the Public Employee's Fair Employment Law, Article 14 of the Civil Service Law, Chapter 392 of the Laws of 1967, as amended to date, serves as a legal and constructive approach to public employee negotiations.

Accordingly, both parties agree that the letter and the spirit of this Contract, as well as all other working relationships which evolve during the course of the Contract, shall be observed within the provisions and rules of the Public Employee's Fair Employment Law.

FURTHERMORE, the CSEA and its unit agree not to engage in a strike and agree not to cause, instigate, encourage, or condone a strike.

The CSEA and the BOCES agree that, through a spirit of cooperation and mutual respect, the highest quality services and educational programs can be obtained for the member school districts of this BOCES.

In consideration of the foregoing and in order to effectuate the provisions of Chapter 392 of the Laws of 1967, as amended, the BOCES and the Union do hereby agree as follows:

ARTICLE I **RECOGNITION**

The BOCES recognizes the Civil Service Employees Association, Inc. Local 1000 AFSCME, AFL-CIO as the exclusive representative of all clerical personnel, as defined in a resolution of the BOCES dated December 19, 1967 and further agreed to in a letter dated December 21, 1971 and February 2, 1988, in negotiations and representations with the BOCES concerning the terms and conditions of their employment and the administration of grievance procedures as provided herein. Such recognition shall continue up to and including the day seven months prior to the expiration of this agreement.

ARTICLE II
DEFINITION – UNIT IV PERSONNEL

Unit IV personnel are defined as all clerical, secretarial, and technical personnel within the classified Civil Service structure, exclusive of those personnel defined by the December 19, 1967 BOCES resolution, amended on February 2, 1988, which exclusion shall include but shall not be limited to the Clerk of BOCES, the Secretarial Assistant, Executive Secretary to the BOCES, the Central Office Principal secretaries to members of the Administrative Council (exclusive of division level secretarial personnel), the benefits clerk, the principal payroll clerk, the internal auditor, and the district treasurer.

ARTICLE III
GRIEVANCE PROCEDURE/LABOR MANAGEMENT

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of the hereinafter defined employee group as related to the interpretation, meaning or application of any of the provisions of this agreement.
2. For purposes of this procedure the term "defined employee" includes all clerical personnel embraced by Unit IV represented by the CSEA Unit.
3. A "party of interest" is the person or persons making the claim and any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.
4. The District Superintendent is the Executive Officer of BOCES.
5. The "Administrator" shall mean the person to whom the employee is directly responsible on the administrative and/or supervisory personnel level, i.e., District Superintendent, Deputy Superintendent, Associate Superintendent, Executive Director, Assistant Director, Administrative Assistant, Principal, Assistant Principal and/or Coordinator/Supervisor.
6. The term "days" when used in this article shall mean, except where otherwise indicated, working days; thus, weekend or vacation days are excluded.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest reasonable administrative level, equitable solutions to grievances of the parties as defined above.

2. Nothing herein contained shall be construed as limiting the right of any defined employee having a grievance to discuss the matter informally with any appropriate member of the administration.

C. Procedure

1. A summary chart of grievance timeline is attached hereto as Appendix A.
2. In the event a grievance is filed so that sufficient time as stipulated under all levels of procedure cannot be provided before the termination of this Agreement, then said grievance shall continue to be resolved under the terms of this Agreement and not under the terms of any succeeding agreement.

D. Basic Principles

The function of these procedures is to assure equitable and proper treatment under existing laws, rules, regulations and policies which relate to or affect the defined employee in the performance of their assignment. The resolution of a grievance at the earliest possible time is encouraged.

1. A defined employee shall have the right to present grievances in accordance with these procedures free from coercion, interference, restraint, discrimination or reprisal.
2. The defined employee instituting a grievance shall have the right at all stages to proceed personally, through the CSEA representative, through an attorney or any other representative of employee's choice.
3. It shall be the responsibility of the Executive Officer of the BOCES to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to them and to make a determination within the authority delegated to the administrator within the time specified in these procedures.
4. Each party to a grievance shall have the right of access to all written statements and records pertaining to such case.
5. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

E. Initiation and Processing

1. Level One

- a. A defined employee with a grievance shall discuss it first with the employee's immediate supervisor with the object of resolving the matter informally. If the matter is not resolved, it will be discussed with the responsible Executive Director, if there is one in direct line of responsibility, before it is processed at **LEVEL TWO**. In the event the grievance is not resolved at this level, the administrator will be so advised by the grievant. The administrator will then forward a formal report on the matter to the District Superintendent within five (5) days of said notification by the grievant.

2. Level Two

- a. In the event that the defined employee is not satisfied with disposition of the employee's grievance at **LEVEL ONE**, or in the event that no decision has been rendered within five (5) days after presentation of the grievance to the appropriate supervisor or program director and subsequent discussion with the applicable Executive Director, the employee may file the grievance in writing with the District Superintendent.
- b. The District Superintendent or his designated representative shall meet within ten (10) days of receipt of the written grievance with the grievant and the grievant's representative, if any, in an effort to resolve the grievance.

3. Level Three

- a. If the grievance is not satisfactorily resolved by **LEVEL TWO** proceedings, the grievant may make, within five (5) days after the District Superintendent's decision, a written request to the Board for review and final determination. All written statements and records of the case shall be submitted to the President of the Board, by the District Superintendent or his designee.
- b. The Board shall hold a hearing to obtain further information regarding the case within fifteen (15) days of receipt of a request for review by the grievant.
- c. The Board shall render a decision in writing within ten (10) days after its hearing. The parties recognize that the Board of Cooperative Educational Services is charged legally with the responsibility of operating the school system; therefore, its decision in any grievance matter shall be final.

F. Rights of Employees

No reprisals shall be taken by any persons against any participant in the grievance procedure, whether a party of interest or otherwise, by reason of such participation.

G. Other Provisions

1. Subject to the terms of this sub-paragraph, if, in the judgment of the CSEA, a grievance affects a group or class of designated employees, the CSEA may submit such grievance in writing to the District Superintendent directly, and the processing of such grievance shall be commenced at **LEVEL TWO**. No such grievance shall relate to a hypothetical case and, in bringing such a grievance, the **UNION** shall identify the members of the group allegedly adversely affected. Such a grievance may be processed at the **LEVEL ONE** stage if all the involved employees have a common supervisor or program director.
2. Decisions rendered at **LEVELS TWO** and **THREE** of the grievance procedure shall be in writing setting forth the decision and the reasons therefore, and shall be promptly transmitted to all parties in interest and to the President of the CSEA.
3. Grievances shall be initiated within thirty (30) days of the time when an employee knows or should have known of the grievance. Any grievance filed beyond the thirty (30) day limit shall not be valid.

H. Labor Management Committee

A labor/management committee consisting of representatives of CSEA and the Administration shall be formed and meet monthly for the purpose of discussing matters of mutual concern and interest. Decisions and/or action of the committee are not subject to grievance, arbitration or litigation.

ARTICLE IV **WORK CALENDAR, STANDARD WORKDAY/ WORKWEEK AND OVERTIME**

A. Work Calendar

1. For all Unit IV members there shall be 18½ paid holidays.
2. Fifteen (15) of these holidays shall be scheduled.
3. Three and one-half (3½) of these days shall be designated as floating holidays and shall be determined at the option of the employee with the agreement of the supervisor.

4. A calendar will be developed in consultation with the Unit president.
5. It is possible that there will be a BOCES Superintendent's Conference Day and that appropriate programs will be developed for Unit IV personnel. Subject to development of this conference program, the BOCES facilities will be closed for participation in the conference activities.

B. Workday – Standard

1. The standard workday for all Unit IV personnel will commence during the period September 1 through June 30 at 8:45 a.m. prevailing time and terminate at 4:30 p.m. and shall be considered as Monday through Friday. Such employees shall be entitled to one hour for lunch and two fifteen minute breaks, one in the morning and afternoon in accordance with approved schedules.
2. For the convenience of the BOCES and/or with the consent of the District Superintendent, certain employees may be requested and/or permitted to commence the workday at an earlier or later hour, with the termination time accordingly adjusted.
3. It is understood that the lunch period for the above employees should not be interrupted for duty assignments except in cases of real and serious emergencies.
4. If it is deemed necessary by the District Superintendent that the switchboard is kept in operation after the normal closing hour, adjustments of assignments of appropriate personnel may be made.

C. Workday – Summer

1. Summer hours shall begin the Monday following the last day of school and end the Friday preceding the last full week before the opening of school in the Fall.
2. The standard workday for summer hours will be:

Monday thru Thursday - 8:00 a.m. to 2:30 p.m.
One 15 minute break in the a.m. and 45 minute lunch period.

Fridays - 8:00 a.m. to 2:15 p.m.
One 15 minute break in the a.m. and 45 minute lunch period.
3. Clerical personnel (Unit IV) with the prior approval of the appropriate Executive Director and the District Superintendent may have summer starting time coincide with the regular school year starting time.

4. If deemed necessary by the District Superintendent that the switchboard is kept in operation after the normal closing hour, adjustments of assignments of appropriate personnel may be made.

D. Workweek - Standard

The standard workweek shall be considered as Monday through Friday.

ARTICLE V
LEAVES AND ABSENCES

All employees covered under the terms and conditions of this Agreement must apply, in writing, for a leave of absence where an absence will continue following the exhausting of all sick, vacation or other leave time approved for a particular period. This provision does not apply in cases of Workers' Compensation. Such requests for leaves of absence without pay will be given reasonable consideration by the District Superintendent and the Board. Employees serving more than a semester (i.e., ½ year) during the school year before their leave or after their return from leave shall receive salary step credit for the full year. Individuals who fail to request a leave under conditions as outlined above and within five (5) days following the exhausting of approved leaves will be considered to have abandoned their jobs.

A. Sick Leave

1. Full-Time Employees

- a. Staff hired before July 1, 2004 will earn 1.25 sick days per month.
- b. Staff hired after July 1, 2004 will earn 1 sick day per month.
- c. Sick time will be earned on the first of each month.

2. Part-Time Employees

Part-time employees working 50% or more of the established time for the full time position will have sick leave allowance time pro-rated in accordance with the percent of regular time worked. This benefit will not apply to part-time employees regularly employed for less than 50% of the established time for the full time position.

3. Family Sick

Sick leave may be charged for absence due to illness of a spouse, dependent child or dependent parent living in the immediate household of the employee.

4. Suspected Abuse of Sick Leave

- a. A medical certificate may be required by the District Superintendent when it appears that the employee has engaged in abuse of sick leave, including but not limited to:
 - excessive use of sick leave;
 - repeated utilization of sick leave on a short term basis prior to or after a weekend, holiday or school recess period.
- b. In cases where abuses of sick leave is indicated:
 - The employee shall be called to an informal conference with employee's immediate supervisor to discuss the circumstances surrounding the use of sick leave.
 - Should continued problems with use of sick leave persist, the employee shall be called to a formal supervisory conference to discuss the matter.
 - The employee shall be notified at this supervisory conference that further absences will require a medical certificate. The employee shall be permitted an opportunity to meet with the District Superintendent or his designee to discuss the same. The affected staff member may be represented by the CSEA at said conference. The requirement of a medical certificate shall remain in effect for six (6) months following the date of the supervisory conference.
 - The CSEA agrees that if a member of Unit IV is docked for exceeding accumulated sick leave during any three (3) pay periods within one (1) fiscal year (July 1 thru June 30), the BOCES has the right to investigate the circumstances surrounding the use of sick leave. If it is determined that there has been abuse of sick leave, the BOCES will withhold five (5) percent of the gross amount of each paycheck for the remainder of the fiscal year. The amount withheld will be returned to the employee in the final paycheck of that fiscal year.

5. Extension of Sick Leave

- a. A full time employee who has exhausted their available sick leave may apply to the District Superintendent for an extension of such paid leave. Any such extension must be approved by the BOCES and the right is reserved to the District Superintendent to recommend extensions at full or part pay in unusually deserving circumstances.

- b. The length of service with the BOCES and circumstances surrounding the need for additional leave will be considered.
- c. The District Superintendent may require, incident to the use of sick time, a statement from the employee's doctor or an examination by a BOCES physician.

6. Miscellaneous Provisions

- a. At the request of the District Superintendent or their designee, employees will furnish a statement from a licensed doctor or chiropractor or a licensed osteopath indicating the nature of the illness or disability when more than three (3) consecutive days of sick leave are used on a single occasion.
- b. Sick leave will be charged on a pro-rated basis for each part of the day used.

7. Catastrophic Sick Bank

A Catastrophic Sick Bank may be established by mutual agreement. Contributions to the sick bank will be by employee only.

8. Employees may accumulate unused sick leave without limit for the sole purpose of using said accumulated sick leave in the event of personal illness or injury (not for payout pursuant to Article XI - F).

B. Personal Business Matters

Employees are expected, when possible, to schedule personal business during other than working hours. Business which can be conducted only during working hours should be scheduled for less than a full day, if possible. In no instance will personal leave be granted for the purpose of personal financial gain or vacation. Failure of the employee to observe the intent and purpose of this leave may result in disciplinary action.

1. A total of three (3) days per year can be used for personal business for full time staff. Part-time staff are eligible for a pro-ration of this number.
2. A fourth (4th) day may be approved by the District Superintendent in the event of an extreme emergency.
3. Personal days will be charged against accumulated sick leave.
4. Employees are expected to give notice of their intent to use a personal day as soon as it is known.
5. BOCES will not include the use of Personal Days when it considers attendance issues and evaluations.

C. Bereavement

1. Employees shall be permitted to use a maximum of five (5) work days per separate and distinct occasion in the event of death in the family. Such leave shall be only for those work days affected by death in family.
2. Those relatives for whom bereavement days may be used include:
 - Spouse
 - Parent
 - Child/Grandchild
 - Brother/Sister
 - Grandparent/Great Grandparent

These relatives may be related biologically, or in the following relationship to the employee:

- Adopted
- Step
- Foster
- In-law

Also included is any other relative who at the time of death was living in the immediate household of the employee.

3. Bereavement days shall not be charged against accumulated sick leave.
4. It is mutually agreed that this provision is not to be used in lieu of sick leave, personal leave or vacation.

D. Emergency Unpaid Leave

An emergency unpaid leave may be requested for critical and substantial purposes by specific written application through the program administrator to the District Superintendent.

1. The granting of such leaves and their lengths will be based upon the recommendation of the District Superintendent and confirmation by the Board, and will involve a review of the applicant's employment record with BOCES.
2. Leaves shall be considered terminated automatically within three (3) working days after the conclusion of the emergency for which granted, unless extended specifically by the District Superintendent or unless terminated earlier by mutual agreement.

3. Failure of an employee to return to employment promptly as required at the end of such leave will be considered as abandonment of the position and will result in termination of employment.
4. Vacation and sick time shall not accrue during the period of any unpaid leave.

E. Military Leave

Personnel who must fulfill a military obligation during the year are entitled to military leave as provided by the Military Law, and as hereinafter specified:

1. Military Leave as hereinafter defined shall not be charged against accumulated Sick Leave.
2. The Board will grant Military Leave each year in accordance with the Military Law as follows:
 - a. Leave for training, emergency duty or required physical examinations: Such leave will be compensated at full pay up to thirty (30) calendar days per calendar year, but not exceeding thirty (30) calendar days in any one continuous period of such absence.
 - b. Persons on Military Leave for active duty shall be entitled to return to their positions and receive compensation as provided by Military Law.
3. Personnel are expected to request a change of required temporary military duty if the stated time tends to interfere with critical work responsibilities. Such a request will not be required if it will be detrimental to the employee's military status and the employee can provide evidence from his military superior that such change, in fact, will be detrimental.
4. Application for Military Leave must be made two weeks prior to the beginning of such leave when such notice can be given. The request must be made in writing to the immediate director or supervisor of the person involved who will forward the same to the District Superintendent, with a copy to the Personnel Administrator.

F. Predictable Disabilities

1. An employee shall be entitled to use accumulated sick leave for absence resulting from predictable disabilities such as elective surgery, rhinoplasty, bunionectomy and maternity.
2. The Personnel Office should be notified through the Executive Director's office as soon as the period of disability is known by the employee.

3. A physician's statement giving the nature of the disability and the estimated period of its duration must be furnished for all predictable disabilities.
4. BOCES may at any time have a medical examination conducted to verify disabilities claimed under Item 3 above.

G. Child Care Leave

1. In the case of a new birth and/or adoption of a child, an employee may request an unpaid child care leave of absence not to exceed two (2) years.
2. The child care leave is to be requested a minimum of thirty (30) days in advance of commencement of the leave period.
3. The Leave of Absence duration shall be determined by mutual agreement up to a maximum of two (2) years.
4. While on leave, employees shall not accrue seniority or leave credits of any sort. Prior accumulation will be restored upon return from leave.
5. Probationary employees shall have their probationary period extended for the time while they are on leave.
6. Employees working more than the equivalent of one semester (i.e. ½ year) shall receive credit for the full year.

H. Jury Duty

The BOCES and the CSEA recognize that our social system requires from time to time of its citizens, service as a juror in the operation of the judicial system. It is further recognized, however, that there is a hierarchy of responsibility in the accomplishment of one's obligations. The BOCES and the CSEA agree that the supportive roles played by the employees in the educational tasks of this BOCES are very important and, at times critical to the success of our programs. To this end, Unit IV employees agree:

1. To advise the employee's immediate administrator immediately upon receipt of a call to jury duty, and to cooperate with the BOCES in seeking a deferment of service in the event the absence of the employee at a particular time would present unusual difficulties to the BOCES operations.

2. To refrain from any and all volunteering for jury duty which might be scheduled during the periods in which the employee would be reporting for regular work duty. An action by an employee which can be construed as requesting or volunteering for jury duty will negate the application of the employee benefits provisions of this policy.
3. Personnel who are granted leave for jury duty during the work year and assigned working hours shall not have such duty charged against their accumulated Sick Leave.
4. Pay while on jury duty shall be at the regular salary rate. The employee shall turn over to BOCES any amounts received for their services as a juror.
5. If it is determined legally that an employee cannot or should not turn over to the BOCES the money received for services as a juror, then the BOCES will pay only the difference between the regular pay of the employee for the involved working days and the sum received for services as a juror.
6. Amounts received for travel and other costs do not have to be turned over to BOCES.

I. Personal Injury/Workers' Compensation

1. The provisions of this section shall cover an employee who is:
 - a. Injured in the performance of his/her duties.
 - b. Assaulted or injured as a result of the actions of another party.
2. During a period extending for ninety (90) calendar days after an employee suffers an injury as defined above the employee shall receive full pay and benefits without charge to sick leave except for the first five (5) days of such absence which shall be charged to sick leave. For injuries extending beyond the ninety (90) day period an employee may utilize sick leave to the extent available.
3. The injured employee must file the required incident reports with the Executive Director no later than twenty-four (24) hours after the incident. Exception based upon extenuating circumstances will be authorized by the District Superintendent.
4. Both the CSEA and the BOCES expressly indicate their willingness to assist in monitoring this benefit against possible abuse.

5. The CSEA recognizes that the return of the first five (5) days to the employee has been expressly waived in exchange for the extension of benefits to ninety (90) days.

ARTICLE VI
VACATION POLICY

1. 10 month and 200 day employees will follow the adopted school calendar in lieu of vacation time.
2. For 12 month employees, vacation will be earned and credited on the first of the month as follows:
 - Months 1 – 48 .83 days/month
 - Months 49 – 109 1.25 days/month
 - Months 110 and beyond 1.67 days/month
3. Employees may make application to the appropriate Executive Director and the District Superintendent to take earned vacation at any time during the twelve (12) month work year.
4. The time at which vacation is to be taken shall be subject to the prior approval of the Executive Director to whom the employee reports and the District Superintendent. A cut-off date shall be established on or about May 1 for personnel to express preferred vacation periods within the scope of the described vacation policy.
5. Supervisors/administrators shall recommend approval of the requested vacation schedule taking into account the personnel requirements of the operation. Where vacation periods cannot be recommended as reasonable for the requested times, notice shall be given to the employee within three (3) weeks of the cut-off date. Where scheduling conflicts preclude granting of vacation, preference shall be given on a seniority basis, providing a special skills problem is not involved.
6. It is understood that all approvals for such vacation days will be contingent upon proper coverage of the office(s) involved and of needed job duties of the individual applicants. Request for vacation must be submitted not less than three (3) full weeks prior to the requested dates.
7. All employees hired after July 1, 1995 will be required to take a minimum of four (4) vacation days during close down periods; to wit:
 - December vacation
 - Winter recess
 - Spring recess

8. A maximum of twenty-five (25) days of accumulated vacation time may be carried over to the following year on July 1.
9. Members of Unit IV may request payment for up to ten (10) vacation days in lieu of taking vacation or may purchase up to five (5) days. Employees requesting such payment must make application thirty (30) days prior to the close of the fiscal year (June 30).
10. If denial of vacation time by BOCES would cause the year end accrual to be over twenty-five (25) days, BOCES will pay all days in excess of twenty-five (25).
11. In the event of the resignation of a Unit IV employee of this BOCES covered by this policy, such person shall receive terminal compensation for any earned and unused vacation credited in accordance with the foregoing policy.
12. There will be a uniform anniversary date of July 1 for all vacation accrual purposes.

ARTICLE VII
SALARY/OTHER COMPENSATION

A. Regular Salary

1. Pay days will be bi-weekly on Friday or on the last working day prior thereto if such a day is a bank holiday. 200 day employees may have the option of twenty-two (22) or twenty-six (26) payments. The actual number of pay days may vary from year to year based on the work calendar and will be in accordance with the published payroll schedule.
2. There will be a uniform anniversary date of July 1 for all placement and advancement purposes.
3. Salary Schedule will be Steps 10 through 20 with new hires starting on Step 10.
4. Reinstate steps for all unit member July 1, 2007 (at least 50% FTE).
5. Salary schedules for the three (3) years are attached as Appendices B, C, and D.

6. These schedules include the following:

2007 – 2008	+2.75% (not including step). Employees at top step as of June 30, 2007 +3.4%
2008 – 2009	+2.75% (not including step). Employees at top step as of June 30, 2008 +3.5%
2009 – 2010	+2.75% (not including step). Employees at top step as of June 30, 2009 +3.5%

7. Employees reaching the top step (step 20) after June 20, 2009 will not be eligible to advance above that step.
8. Effective July 1, 2007, employees will advance one (1) step each year during which the employee has been actively at work for at least 50% FTE of the prior fiscal year.
9. The District Superintendent or his/her designee, may, at its sole discretion:
 - a. Appoint new employees at any step of the salary schedule.
 - b. Place present employees on any step of the salary schedule as long as it does not result in a loss of salary.
 - c. Give year for year step placement for appropriate experience when placing an employee in a new job title.

B. Overtime

1. Overtime will be paid to full-time employees at the rate of one and one half (1½) times regular pay after the regular number of hours in any workday or workweek and for work on Saturdays, Sundays or holidays.
2. For purposes of determining the hourly pay rate for overtime, the annual salary shall be divided by 1820 hours.
3. Part-time personnel employed one half (½) time or more will be paid at one and one half (1½) time regular pay for work on Saturdays, Sundays or holidays.

C. Compensatory Time

1. Supervisors, with the agreement of the clerical employee, may adjust the established work schedule on an incidental basis for a period not to exceed two (2) hours without incurring either overtime or loss of pay.
2. Such adjustment in time shall be offset by time off or additional work time within five (5) working days.

D. Longevity

1. Employees will be eligible for longevity payments as follows:

- At the conclusion of 10 full years of service \$1,000
- At the conclusion of 15 full years of service \$3,000
- At the conclusion of 20 full years of service \$3,500

2. The amounts are pro-rated for employees who are less than full time.

E. Working Out Of Title

1. Whenever the BOCES shall temporarily assign a Unit IV employee to work in a higher established job title for a period of more than thirty (30) days, the employee will be paid retroactive to day 1 (one) at the rate of the higher title, on the employee's step in accordance with the current Salary Schedules, for the duration of the temporary assignment.

2. In no event shall an employee lose salary as a result of a temporary assignment.

F. Emergency Call-In Pay Guarantee

1. When a full-time employee is called in on an emergency basis outside employee's regular working hours, the employee shall be guaranteed a minimum of three hours for such time at time-and-one-half pay.

2. This provision shall not apply to employees who, from time to time to meet personal commitments, may request the opportunity of reporting to regular duty early or late to compensate for an earlier or later departure time.

ARTICLE VIII
PAYROLL

A. Payroll Deductions

1. The BOCES agrees to payroll deductions for dues of the State and Suffolk County CSEA and WESTERN SUFFOLK BOCES Unit IV – CSEA organizations, together with additional deductions for tax sheltered annuities, credit union and U.S. savings bonds upon application by the employee on the forms supplied by the BOCES for the appropriate agency.

2. BOCES will, through payroll deductions, deduct CSEA dues on a twelve (12) month basis from July 1 to June 30 of each year. The CSEA will deliver to the BOCES business office any assignments signed by CSEA members authorizing the deduction of CSEA dues. Such deduction forms

will remain in effect unless written revocation of said authorization is submitted to the BOCES business office by August 1 of each year.

3. In the case of garnishee or withholding of salary for any employee, notice of such shall be furnished to the employee one week prior to such action, where practical, with reason for withholding.

B. Agency Shop Fee Deduction

1. Pursuant to Chapter 677 of the Laws of 1977, as amended, BOCES agrees to deduct from the salary of employees represented by CSEA who are not members of CSEA an amount equivalent to the dues payable by a member.
2. This fee will be deducted in equal payments commencing in July and extending through June.
3. This fee will be transmitted to the CSEA treasurer within five (5) working days following each pay period.
4. The CSEA agrees to save BOCES harmless from any claim, cost, grievance, litigation or judgment arising from the agency shop fee deduction or the application of the provision of the agency shop fee deduction item.
5. The CSEA agrees to continuously maintain a procedure to process employee claims concerning the agency shop fee deduction.

C. Recovery of Overpayment

The members of the CSEA each acknowledge their liability for return of monies paid to them for services not rendered.

1. BOCES is authorized to deduct any overpayment from future paychecks. Notice of overpayment will be given prior to any deduction from gross pay.
2. The schedule of deductions for overpayments will be mutually agreed upon.

D. Electronic Transfer Payroll Option

All employees will be paid on Electronic Transfer Payroll.

E. Retirement

1. The BOCES agrees to continue its participation, which was effective July 1, 1970, and amended by resolution on May 12, 1987, in the "New Career Plan" provided for under Section 75i of the Retirement and Social Security Law of the Consolidated Laws of New York State and administered by the New York State Employees Retirement System.
2. The BOCES will also continue its election of participation in the "guaranteed ordinary death benefit" as provided under Section 60-b of the same law.

F. Salary Adjustment at Retirement

1. All full-time clerical staff shall be eligible to request a lump sum salary adjustment upon regular retirement based upon unused, accumulated sick leave.
2. Regular retirement means having reached the eligible age and having an unqualified intention of applying to receive a retirement allowance according to the rules and regulations of the retirement system plan.
3. Such lump sum salary adjustments will be paid at the rate of one (1) day for every two (2) days of accumulated sick leave up to a total of two-hundred (200) days accumulated.
4. In no event will payment exceed one-hundred (100) days of pay.
5. Employees anticipating requesting this retirement adjustment shall be expected to make their intention to retire known to the District Superintendent a minimum of three (3) months prior to the effective date of resignation.

ARTICLE IX
INSURANCE

A. General

1. The parties agree that the benefits provided below are provided for full-time employees.
2. Part-time employees working more than 17½ hours per week are entitled to receive such benefits on a pro-rata basis except where policy's provisions limit participation.

B. Health Benefits

1. Employee Health Insurance Contribution – Family Plan – Active Employees:

January 2008 - \$1,175 base + 20% of first 10% rate increase
January 2009 - \$1,250 base + 20% of first 10% rate increase
January 2010 - \$1,500 base + 20% of first 10% rate increase

2. Employee Health Insurance Contribution – Individual Plan – Active Employees:

January 2009 - 50% of family base + 20% of first 10% rate increase
January 2008 - 50% of family base + 20% of first 10% rate increase
January 2010 - 50% of family base + 20% of first 10% rate increase

3. Retirees will pay same contribution as active employees pay.
4. Employees hired on or after July 1, 2007 must have twenty (20) years of full time service to qualify for health insurance into retirement.
5. Health plan options will be limited to Empire and HIP.
6. The BOCES will annually pay \$80 (family and individual) for extended Major Medical/Optical Plan coverage for all enrolled employees.

C. AFLAC Insurance

AFLAC Insurance will be offered at the employee's expense

D. Dual Enrollment/Waiver of Health Insurance

1. Employees will be offered the opportunity to waive dual enrollment individual or family health insurance and to receive in lieu of that enrollment \$3,682 annually (2007 base) towards deductibles, other benefits or as a cash payment contained in the waiver agreement mutually developed between the parties.
2. This reimbursement will be adjusted each year by 50% of the change in cost of individual health insurance above the 2000 – 2001 base.
3. All money remaining shall be given to the employee or the estate of the employee upon employee's separation from BOCES.

E. Health Insurance For Retiring Employees

1. Employees may qualify to receive health benefits in retirement if they are 55 years of age and qualify for ordinary service retirement benefits from the New York State Employees Retirement System.
2. Employees who retire after July 1, 2004 shall receive individual contracts: Eligibility for Health Benefits for Retirees Employed Prior to July 1, 1990 (Appendix E); Eligibility for Health Benefits for Retirees Employed after July 1, 1990 (Appendix F); Eligibility for Health Benefits for Retirees Employed on or after July 1, 2007 (Appendix G) (copies attached).

F. Dental Insurance

For each year of the Agreement, the BOCES will pay a maximum of \$89.74 a month for family coverage and \$29.62 a month for individual coverage.

G. Long Term Disability Insurance

1. The BOCES will contribute \$7.65 per participant/month to the annual cost of Long Term Disability Insurance.
2. Participating employees shall bear all cost above the \$7.65 per participant/month toward the premium cost.

H. Life Insurance

The BOCES will provide 100% of premium annually for a \$20,000 term life insurance policy.

ARTICLE X
PERSONNEL

A. Personnel Records

1. The BOCES will supply data in writing to each employee at the start of the employee's work year regarding salary, vacation leave and sick leave.
2. It is further agreed that any complaint or evaluative material which is to be placed in the employee's file will be discussed first with the employee and a copy of the final comments given to the employee.
3. Should certain statistical data be available in an employee's record of which the employee has no record, or cannot recall, such data will be made available on a timely basis to the employee upon written request to the District Superintendent or his representative.

4. No items positively or negatively commenting upon the employee's performance will be included in the employee's personnel file without the knowledge of the employee.

B. Seniority and Abolition Of Position Rights

In the event there is a retrenchment with respect to positions in the classified Civil Services within the BOCES organization, the BOCES recognizes the rights which accrue to incumbent employees under Civil Service Law, as applicable statutes and valid judicial decisions.

C. Promotional Opportunities and Salary Advancements

1. Promotions/Vacancies

- a. BOCES will provide the Association President with sufficient copies of all vacant positions within Unit IV including Division location and salary.
- b. Notice(s) of vacancies will be posted in each program and facility.
- c. The existence of promotional advancement opportunities within job titles encompassed by the Unit IV representation area shall be posted at all reasonable BOCES locations when determined to be present or reasonably expected.
- d. Whenever qualifications and skills of eligible and reachable candidates shall be equal, preference for appointment shall be given to such candidates as may already be members of the BOCES staff.
- e. Any BOCES staff member so appointed must complete, however, successfully and competently any required probationary term or shall be subject to re-transfer to their previous position, providing the individual has residual legal rights to that position.
- f. Upon movement from one job title to a higher paying job title, the employee will retain their prior step on the salary schedule.
- g. Whenever an employee shall have tenured status in a position which is reclassified to higher classification, and in accordance with Civil Service regulations shall have continued employment rights to the new position, such employee shall receive the salary payment of the new position on a provisional basis, but shall be reduced to the appropriate step and salary grade of the original title if the employee fails to qualify within the applicable Civil Service regulations for regular permanent appointment to the higher title.

- h. For vacancies and new positions, BOCES may establish or designate 200 day clerical positions (no vacation accrual) with salary to be prorated accordingly.
- i. Based on the recruitment needs of BOCES, the District Superintendent, at the time of employment, may grant by exception prior service credit for BOCES credit under Appendix F(3b). Such credit shall become effective at the completion of ten (10) years of active service with WESTERN SUFFOLK BOCES.
- j. Benefit level may be provided through an insured program, or BOCES self funded and/or in combination with Medicare, where applicable.

D. Creation of New Classified Civil Service Positions

1. New Positions

- a. The BOCES, through the District Superintendent or his designated representative, shall advise the President of the CSEA in writing as to potential creation of new job titles within the general personnel classifications encompassed by Unit IV whenever the creation of such a new title appears imminent. It is understood that the actual designation of any such title remains the statutory function of the Suffolk County Civil Service Department.
- b. The establishment of the initial salary schedule for any such title, if not pending during the period of negotiations in conjunction with a new agreement which shall become effective at the same time as the new title becomes operative, shall be the prerogative of the BOCES after consultation with CSEA.
- c. Whenever the BOCES exercises such prerogative it shall be guided in its decision by the relationship of the skills and responsibilities of the new title vis-à-vis existing comparable BOCES titles and any appropriately similar titles in the Suffolk County Civil Service structure.
- d. Existing staff members will be given priority consideration over outside applicants for any new job openings.

E. Probationary Appointments

- 1. Appointments from appropriate Civil Service lists to probationary job status in the employment of this BOCES shall be for a twenty-six (26) week period.
- 2. Such notification shall be given to each affected employee at the time of the appointment.

ARTICLE XI
OFFICE CLOSINGS

1. Snow, other hazardous weather and emergency closings will apply generally to Unit IV personnel and will conform to central office announcements.
2. The right is reserved to the District Superintendent and/or his representative to make limited exceptions to the general policy in recognition of the wide territory encompassed by BOCES facilities locations and the occasions on which storms may be peculiarly localized. Special exceptions may apply also wherein the services of any individual building may be impaired.
3. It is the professional and ethical responsibility of each employee to report for duty when the offices are open during the inclement weather, even if such arrival may be on a delayed basis.
4. Lack of normal transportation should not, per se, be a deterrent.
5. The BOCES reserves the right to request individual reports relative to the reasons for personnel not reporting on such occasions.
6. On its part, the BOCES assumes a responsibility for considering compensatory time off for those employees reporting to work when offices are not closed at the start of the day but are declared closed after they have reported to work.
7. The following procedure shall be used in cases of emergency closings:
 - a. In the event that Western Suffolk BOCES implements a two (2) hour delay in the opening of schools, members of the Clerical Unit will be permitted to arrive at their office one (1) hour after the start of their regular work day.
 - b. Should schools be declared closed, office opening will be delayed until 10:00 a.m.
 - c. Clerical employees will be notified prior to 10:00 a.m. by emergency snow chain if the offices are to be closed.
 - d. Any employee called in when offices are closed shall receive one additional vacation day or overtime for the day at the employee's option.

- e. Any clerical employee calling in for sick or personal reasons shall call prior to their normal starting time.
- f. Once an employee has been recorded for a sick or personal day, credit will not be given should offices be closed.

ARTICLE XII
UNION BUSINESS

- 1. A total of seven (7) paid leave days for each year of the contract are available for official representative personnel of the CSEA to attend to CSEA official business including conference attendance.
- 2. Prior approval of the District Superintendent is required.
- 3. It is expected that such days will be utilized, insofar as possible, by more than one individual.
- 4. All expenses of attendance at such CSEA Conferences shall be borne by the individuals, the CSEA, or such affiliated organizations as might wish to bear such expense.
- 5. Such days shall be used in increments of not less than one-half day ($\frac{1}{2}$ = three (3) hours) except for attendance at Labor-Management meetings.

ARTICLE XIII
OFFICIAL TRAVEL

- 1. Travel required by and on behalf of the BOCES using personal vehicles of employees shall be reimbursed at the Board approved rate, plus necessary tolls and parking costs as substantiated by official receipts.
- 2. Employees are expected to maintain proper and adequate insurance to cover their own interests in such situations.
- 3. Where official travel requires lodging, meals, registration fees and the like, the cost of the same will be borne by the BOCES within reasonable amounts and statutory limitations.
- 4. The CSEA President will be included in the annual review of mileage reimbursement as conducted with both teaching and administrative groups.

ARTICLE XIV
OFF DUTY IN-SERVICE EDUCATION OPPORTUNITIES

1. The opportunity will be available to Unit IV personnel to register for and attend courses offered to adults by this BOCES on an "open enrollment basis" where the Executive Director of the particular program certifies that there is student space available and the interested persons have the basic qualifications needed for attendance.
2. Should there be more interested applicants than openings, the CSEA shall have the responsibility for reducing the eligible applicant list to coincide with the number of opportunities.
3. Any required tuition charges involved shall be waived, but charges for books, supplies, materials, field trips and the like will be borne by the individual.

ARTICLE XV
MISCELLANEOUS PROVISIONS

A. Employee Day Care

BOCES and the CSEA mutually agree that the proposed WESTERN SUFFOLK BOCES employee child care program is beneficial to employees and the organization and the parties therefore endorse the participation by Labor and Management alike.

B. Retirement Incentive

The parties agree that during the duration of this agreement the merits of implementing a Retirement Incentive will be examined and if advantageous to both parties the plan will be recommended to the Board of Education.

C. Distribution of Contract

Copies of this Agreement shall be duplicated at the expense of the BOCES and given to all Unit IV personnel then employed or thereafter employed, within thirty (30) days after its execution or their employment, if that occurs later.

ARTICLE XVI
DURATION AND IMPLEMENTATION OF AGREEMENT

General Conditions

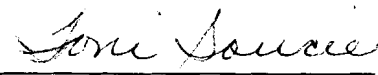
1. This Agreement shall be in effect from July 1, 2007 through June 30, 2010. It is agreed that all negotiations relative to this Agreement shall cease upon the signing of this Agreement, and that the terms and conditions of employment provided in this Agreement shall remain in effect until the termination date of the Agreement unless altered by mutual consent in writing by the BOCES and the CSEA.
2. The provisions of this Agreement shall be incorporated into, and be considered part of an established policy of the BOCES.
3. IT IS AGREED 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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
4. If any provision of this Agreement 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.
5. At any time subsequent to December 1, 2007 and prior to January 4, 2010 either party may give notice of its intention to open negotiations for amending this Agreement.
6. This Agreement is made and entered into by and between the Chief Executive Officer of the BOCES and the CSEA as provided for under subdivision 12 of Sec. 201, Article 14 of the Civil Service Law.

Western Suffolk BOCES

Unit IV Clerical - CSEA


Michael J. Mensch, Ed. D.
Deputy Superintendent


8-28-07
Dated


Toni Soucie
Labor Relations Specialist

8/28/07
Dated


Warren Taylor
Chief Financial Officer

8/8/07
Dated


Eileen Alcus
President

8/1/07
Dated

APPENDIX A
GRIEVANCE CHART

EMPLOYEES

LEVEL ONE

Employee will discuss the grievance informally with immediate supervisor or program director.

If the matter is not resolved it will be discussed with appropriate Executive Director, if there is one in line or responsibility.

If after five (5) working days, there is no answer or resolution, the employee notifies the administrator and then proceeds to **LEVEL TWO**.

LEVEL TWO

Employee files grievance in writing with the District Superintendent. If after ten (10) working days of receipt of written grievance there is no answer or resolution, the grievant proceeds to **LEVEL THREE**.

LEVEL THREE

If an unsatisfactory decision is received at **LEVEL TWO**, the grievant may, within five (5) working days, make a written request to the **BOARD** for review and final determination.

WESTERN SUFFOLK BOCES

LEVEL ONE

If grievance cannot be resolved, the administrator will forward a formal report on the matter within five (5) working days to the District Superintendent.

LEVEL TWO

The District Superintendent or his designee shall meet within ten (10) working days of receipt of the written grievance with the grievant and his/her representative.

LEVEL THREE

All written statements and records of the case shall be submitted to the President of the Board and the District Superintendent or his designee. The Board shall hold a hearing to obtain further information regarding the case within fifteen (15) working days of receipt of a request for review by the grievant. The Board shall render a decision in writing within ten (10) days after its hearing.

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APPENDIX B

WESTERN SUFFOLK BOCES - CSEA UNIT IV SALARY SCHEDULE – 2007-2008

STEP	CLERK/TYPIST	SENIOR CLERK/TYPIST	PRINCIPAL CLERK	STENO	SENIOR STENO	PRINCIPAL STENO	SWITCHBOARD OPERATOR	OFFICE APPLICATIONS SPECIALIST
10	\$34,105	\$38,207	\$38,878	\$36,246	\$39,132	\$40,517	\$34,105	\$40,517
11	34,929	39,283	39,951	37,319	40,205	41,593	34,929	41,593
12	35,750	40,362	41,031	38,398	41,284	42,670	35,750	42,670
13	36,568	41,435	42,105	39,471	42,359	43,745	36,568	43,745
14	37,386	42,514	43,180	40,556	43,437	44,824	37,386	44,824
15	38,203	43,588	44,260	41,632	44,513	45,902	38,203	45,902
16	39,021	44,669	45,339	42,706	45,687	46,978	39,021	46,978
17	39,840	45,747	46,418	43,786	46,854	48,055	39,840	48,055
18	40,658	46,821	47,493	44,863	48,023	49,134	40,658	49,134
19	41,475	47,902	48,573	45,943	49,195	50,213	41,475	50,213
20	42,477	49,168	49,834	47,206	50,551	51,477	42,477	51,477
20+1	42,746	49,479	50,150	47,505	50,871	51,803	42,746	51,803
STEP	ACCOUNT CLERK	ACCOUNT CLERK/TYPIST	SENIOR ACCOUNT CLERK	SENIOR ACCOUNT CLERK STENOGRAPHER	PRINCIPAL ACCOUNT CLERK	CAREER GUIDANCE TECHNICIAN	STOREKEEPER/ MATERIAL CONTROL CLERK	ADMINISTRATIVE ASSISTANT
10	\$38,207	\$38,207	\$41,630	\$42,769	\$42,769	\$34,105	\$42,598	\$42,598
11	39,283	39,283	42,705	43,844	43,844	34,929	43,675	43,675
12	40,362	40,362	43,785	46,064	46,064	35,750	44,754	44,754
13	41,435	41,435	44,861	47,139	47,139	36,568	45,832	45,832
14	42,514	42,514	45,942	48,220	48,220	37,386	46,911	46,911
15	43,588	43,588	47,018	49,297	49,297	38,203	47,981	47,981
16	44,669	44,669	48,093	50,371	50,371	39,021	49,059	49,059
17	45,747	45,747	49,171	51,450	51,450	39,840	50,135	50,135
18	46,821	46,821	50,252	52,531	52,531	40,658	51,214	51,214
19	47,902	47,902	51,328	53,606	53,606	41,475	52,288	52,288
20	49,168	49,168	52,592	54,871	54,871	42,477	53,550	53,550
20+1	49,479	49,479	52,925	55,218	55,218	42,746	53,889	53,889

Longevity: 10+ years = \$1,000 15+ years = \$3,000 20+ years = \$3,500

Note: Step 20 +1 is restricted to staff on Step 20 as of June 30, 2007

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APPENDIX C

WESTERN SUFFOLK BOCES - CSEA UNIT IV SALARY SCHEDULE - 2008-2009

STEP	CLERK/TYPIST	SENIOR CLERK/TYPIST	PRINCIPAL CLERK	STENO	SENIOR STENO	PRINCIPAL STENO	SWITCHBOARD OPERATOR	OFFICE APPLICATIONS SPECIALIST
10	\$35,043	\$39,257	\$39,947	\$37,243	\$40,208	\$41,631	\$35,043	\$41,631
11	35,890	40,363	41,049	38,345	41,310	42,737	35,890	42,737
12	36,734	41,472	42,159	39,454	42,419	43,843	36,734	43,843
13	37,574	42,574	43,263	40,556	43,524	44,948	37,574	44,948
14	38,414	43,683	44,368	41,671	44,631	46,057	38,414	46,057
15	39,254	44,787	45,477	42,777	45,737	47,164	39,254	47,164
16	40,094	45,898	46,586	43,881	46,943	48,270	40,094	48,270
17	40,936	47,005	47,694	44,990	48,143	49,376	40,936	49,376
18	41,776	48,109	48,799	46,097	49,344	50,485	41,776	50,485
19	42,615	49,220	49,909	47,206	50,548	51,593	42,615	51,593
20	43,646	50,520	51,205	48,504	51,941	52,893	43,646	52,893
20+1	43,964	50,889	51,579	48,858	52,320	53,279	43,964	53,279
20+2	44,242	51,211	51,905	49,168	52,651	53,616	44,242	53,616
STEP	ACCOUNT CLERK	ACCOUNT CLERK/TYPIST	SENIOR ACCOUNT CLERK	PRINCIPAL ACCOUNT CLERK	SENIOR ACCOUNT CLERK STENOGRAPHER	CAREER GUIDANCE TECHNICIAN	STOREKEEPER/MATERIAL CONTROL CLERK	ADMINISTRATIVE ASSISTANT
10	\$39,257	\$39,257	\$42,775	\$43,945	\$43,945	\$35,043	\$43,770	\$43,770
11	40,363	40,363	43,880	45,050	45,050	35,890	44,876	44,876
12	41,472	41,472	44,989	47,330	47,330	36,734	45,984	45,984
13	42,574	42,574	46,094	48,435	48,435	37,574	47,093	47,093
14	43,683	43,683	47,205	49,546	49,546	38,414	48,201	48,201
15	44,787	44,787	48,311	50,652	50,652	39,254	49,300	49,300
16	45,898	45,898	49,415	51,756	51,756	40,094	50,408	50,408
17	47,005	47,005	50,524	52,865	52,865	40,936	51,514	51,514
18	48,109	48,109	51,634	53,975	53,975	41,776	52,622	52,622
19	49,220	49,220	52,739	55,080	55,080	42,615	53,726	53,726
20	50,520	50,520	54,039	56,380	56,380	43,646	55,023	55,023
20+1	50,889	50,889	54,433	56,791	56,791	43,964	55,425	55,425
20+2	51,211	51,211	54,777	57,150	57,150	44,242	55,775	55,775

Longevity: 10+ years = \$1,000 15+ years = \$3,000 20+ years = \$3,500

Note: Step 20 +1 is restricted to staff on Step 20 as of June 30, 2008
 Step 20 +2 is restricted to staff on Step 20 as of June 30, 2007

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APPENDIX D

WESTERN SUFFOLK BOCES – CSEA UNIT IV SALARY SCHEDULE – 2009-2010

STEP	CLERK/TYPIST	SENIOR CLERK/TYPIST	PRINCIPAL CLERK	STENO	SENIOR STENO	PRINCIPAL STENO	SWITCHBOARD OPERATOR	OFFICE APPLICATIONS SPECIALIST
10	\$36,007	\$40,337	\$41,045	\$38,267	\$41,313	\$42,776	\$36,007	\$42,776
11	36,877	41,473	42,178	39,400	42,446	43,912	36,877	43,912
12	37,744	42,612	43,318	40,539	43,585	45,049	37,744	45,049
13	38,607	43,745	44,452	41,672	44,721	46,184	38,607	46,184
14	39,471	44,884	45,588	42,817	45,858	47,323	39,471	47,323
15	40,333	46,018	46,728	43,953	46,995	48,461	40,333	48,461
16	41,197	47,160	47,867	45,088	48,234	49,598	41,197	49,598
17	42,061	48,298	49,006	46,228	49,467	50,734	42,061	50,734
18	42,925	49,432	50,141	47,364	50,701	51,873	42,925	51,873
19	43,787	50,573	51,282	48,504	51,938	53,012	43,787	53,012
20	44,846	51,909	52,613	49,838	53,369	54,347	44,846	54,347
20+1	45,173	52,288	52,997	50,202	53,759	54,744	45,173	54,744
20+2	45,503	52,670	53,384	50,568	54,151	55,144	45,503	55,144
20+3	45,791	53,003	53,722	50,888	54,494	55,492	45,791	55,492
STEP	ACCOUNT CLERK	ACCOUNT CLERK/TYPIST	SENIOR ACCOUNT CLERK	SENIOR ACCOUNT CLERK STENOGRAPHER	PRINCIPAL ACCOUNT CLERK	CAREER GUIDANCE TECHNICIAN	STOREKEEPER/ MATERIAL CONTROL CLERK	ADMINISTRATIVE ASSISTANT
10	\$40,337	\$40,337	\$43,951	\$45,154	\$45,154	\$36,007	\$44,973	\$44,973
11	41,473	41,473	45,086	46,289	46,289	36,877	46,110	46,110
12	42,612	42,612	46,226	48,632	48,632	37,744	47,249	47,249
13	43,745	43,745	47,362	49,767	49,767	38,607	48,388	48,388
14	44,884	44,884	48,503	50,909	50,909	39,471	49,527	49,527
15	46,018	46,018	49,640	52,045	52,045	40,333	50,656	50,656
16	47,160	47,160	50,774	53,179	53,179	41,197	51,794	51,794
17	48,298	48,298	51,913	54,318	54,318	42,061	52,930	52,930
18	49,432	49,432	53,054	55,460	55,460	42,925	54,069	54,069
19	50,573	50,573	54,190	56,595	56,595	43,787	55,204	55,204
20	51,909	51,909	55,525	57,930	57,930	44,846	56,536	56,536
20+1	52,288	52,288	55,930	58,353	58,353	45,173	56,949	56,949
20+2	52,670	52,670	56,338	58,779	58,779	45,503	57,365	57,365
20+3	53,003	53,003	56,695	59,151	59,151	45,791	57,727	57,727

Longevity: 10+ years = \$1,000

15+ years = \$3,000

20+ years = \$3,500

Note: Step 20+1 is restricted to staff on Step 20 as of June 30, 2009
 Step 20+2 is restricted to staff on Step 20 as of June 30, 2008
 Step 20+3 is restricted to staff on Step 20 as of June 30, 2007

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APPENDIX E

ELIGIBILITY FOR HEALTH BENEFITS FOR RETIREE'S EMPLOYED PRIOR TO JULY 1, 1990

AGREEMENT by and between the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SECOND SUPERVISORY DISTRICT, SUFFOLK COUNTY, NEW YORK, with offices for the transaction of business located at 507 Deer Park Road, Dix Hills, New York (hereinafter referred to as WESTERN SUFFOLK BOCES) and

an employee of WESTERN SUFFOLK BOCES, residing at

(hereinafter referred to as the EMPLOYEE)

WHEREAS, WESTERN SUFFOLK BOCES has agreed in its labor contract, revised JULY 1, 2004, with the WESTERN SUFFOLK BOCES CSEA Clerical Unit IV to grant participation in the BOCES' Health Plan to the extent hereafter described for certain employees who retire on or after July 1, 2004, and

WHEREAS, the EMPLOYEE was actively employed by Western Suffolk BOCES prior to July 1, 1990, and

WHEREAS, this agreement has been made between the WESTERN SUFFOLK BOCES and the EMPLOYEE to establish a binding contractual obligation on the part of the WESTERN SUFFOLK BOCES to continue certain health benefits for the life of the retired EMPLOYEE, as the same is more particularly described below, during the EMPLOYEE'S retirement.

NOW, THEREFORE, it is agreed as follows:

1. The EMPLOYEE represents to the BOCES that he/she is, or shall be on the effective date of retirement, fifty-five (55) years of age or older and will qualify for ordinary service retirement under the terms, provisions and regulations of the New York State Retirement System.
2. The EMPLOYEE represents to BOCES that he/she shall retire from active service effective on the day following date of resignation and that the EMPLOYEE has simultaneously submitted herewith a written resignation to the BOCES.

3. The BOCES herewith agrees to grant retiring EMPLOYEES health coverage under conditions described as follows:

Staff hired prior to July 1, 1990 who have served a minimum of 10 years of full time active service with Western Suffolk BOCES will be eligible for the following at the time of retirement. The Board of Cooperative Educational Services shall provide the same benefit level for individual and family coverage in the health program for staff who have retired as the Board provides for active employees covered in the same unit or classification. The Board shall contribute the same percentage of premium for the retiree as is contributed for active employees in the same unit.

4. BOCES reserves the right to provide the level of health benefits required by this agreement to the EMPLOYEE through an insured health plan, or a BOCES self-funded plan (or combination thereof), and/or in conjunction with benefits provided under Medicare and/or any other available state or federal law or program that may in the future provide a health benefit to the EMPLOYEE.

By the signature which appears below, the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SECOND SUPERVISORY DISTRICT, acknowledges that this agreement has been adopted by a formal resolution of the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SECOND SUPERVISORY DISTRICT at a duly constituted meeting of the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SECOND SUPERVISORY DISTRICT.

Dated: _____

Board Of Cooperative Educational Services

Dated: _____

Employee

Dated: _____

Certified Clerk of the Board

APPENDIX F
ELIGIBILITY FOR HEALTH BENEFITS FOR RETIREE'S EMPLOYED
ON OR AFTER JULY 1, 1990

AGREEMENT by and between the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SECOND SUPERVISORY DISTRICT, SUFFOLK COUNTY, NEW YORK, with offices for the transaction of business located at 507 Deer Park Road, Dix Hills, New York (hereinafter referred to as WESTERN SUFFOLK BOCES) and

an employee of WESTERN SUFFOLK BOCES, residing at

(hereinafter referred to as the EMPLOYEE)

WHEREAS, WESTERN SUFFOLK BOCES has agreed in its labor contract, revised JULY 1, 2004, with the WESTERN SUFFOLK BOCES CSEA Clerical Unit IV to grant participation in the BOCES' Health Plan to the extent hereafter described for certain employees who retire on or after July 1, 2004, and

WHEREAS, the EMPLOYEE was actively employed by Western Suffolk BOCES on or after July 1, 1990 and

WHEREAS, this agreement has been made between the WESTERN SUFFOLK BOCES and the EMPLOYEE to establish a binding contractual obligation on the part of the WESTERN SUFFOLK BOCES to continue certain health benefits for the life of the retired EMPLOYEE, as the same is more particularly described below, during the EMPLOYEE'S retirement.

NOW, THEREFORE, it is agreed as follows:

1. The EMPLOYEE represents to the BOCES that he/she is, or shall be on the effective date of retirement, fifty-five (55) years of age or older and will qualify for ordinary service retirement under the terms, provisions and regulations of the New York State Employee's Retirement System.
2. The EMPLOYEE represents to BOCES that he/she shall retire from active service effective on the day following date of resignation and that the EMPLOYEE has simultaneously submitted herewith a written resignation to the BOCES.

3. The BOCES herewith agrees to grant retiring EMPLOYEES health coverage under conditions described as follows:

Staff hired on or after July 1, 1990 who have served a minimum of 10 years of full time active service with Western Suffolk BOCES shall be eligible for the following at the time of retirement. The Board of Cooperative Educational Services shall provide the same benefit level for individual and family coverage in the health program for staff who have retired as the Board provides for active employees covered in the same unit or classification.

- a. The Board of Cooperative Educational Services shall contribute 50% of the amount contributed for current employees for individual and family coverage in the health program.
 - b. For each additional year of service beyond the 10 years with BOCES, the Board of Cooperative Educational Services' contribution shall increase by 5% per year not to exceed the same dollar amount paid by the BOCES for active employees covered in the same unit or classification.
4. BOCES reserves the right to provide the level of health benefits required by this agreement to the EMPLOYEE through an insured health plan or a BOCES self-funded plan (or combination thereof), and/or in conjunction with benefits provided under Medicare and/or any other available state or federal law or program that may in the future provide a health benefit to the EMPLOYEE.

By the signature which appears below, the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SECOND SUPERVISORY DISTRICT at a duly constituted meeting of the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SECOND SUPERVISORY DISTRICT.

Dated: _____
Board Of Cooperative Educational Services

Dated: _____
Employee

Dated: _____
Certified Clerk of the Board

APPENDIX G
ELIGIBILITY FOR HEALTH BENEFITS FOR RETIREE'S EMPLOYED
ON OR AFTER JULY 1, 2007

AGREEMENT by and between the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SECOND SUPERVISORY DISTRICT, SUFFOLK COUNTY, NEW YORK, with offices for the transaction of business located at 507 Deer Park Road, Dix Hills, New York (hereinafter referred to as WESTERN SUFFOLK BOCES) and

an employee of WESTERN SUFFOLK BOCES, residing at

(hereinafter referred to as the EMPLOYEE)

WHEREAS, WESTERN SUFFOLK BOCES has agreed in its labor contract, revised JULY 1, 2007, with the WESTERN SUFFOLK BOCES CSEA Clerical Unit IV to grant participation in the BOCES' Health Plan to the extent hereafter described for certain employees who retire on or after July 1, 2007, and

WHEREAS, the EMPLOYEE was actively employed by Western Suffolk BOCES on or after July 1, 2007 and

WHEREAS, this agreement has been made between the WESTERN SUFFOLK BOCES and the EMPLOYEE to establish a binding contractual obligation on the part of the WESTERN SUFFOLK BOCES to continue certain health benefits for the life of the retired EMPLOYEE, as the same is more particularly described below, during the EMPLOYEE'S retirement.

NOW, THEREFORE, it is agreed as follows:

1. The EMPLOYEE represents to the BOCES that he/she is, or shall be on the effective date of retirement, fifty-five (55) years of age or older and will qualify for ordinary service retirement under the terms, provisions and regulations of the New York State Employee's Retirement System.
2. The EMPLOYEE represents to BOCES that he/she shall retire from active service effective on the day following date of resignation and that the EMPLOYEE has simultaneously submitted herewith a written resignation to the BOCES.

3. The BOCES herewith agrees to grant retiring EMPLOYEES health coverage under conditions described as follows:

Staff hired on or after July 1, 2007 who have served a minimum of twenty (20) years of full time active service with Western Suffolk BOCES shall be eligible for the following at the time of retirement. The Board of Cooperative Educational Services shall provide the same benefit level for individual and family coverage in the health program for staff who have retired as the Board provides for active employees covered in the same unit or classification.

4. BOCES reserves the right to provide the level of health benefits required by this agreement to the EMPLOYEE through an insured health plan or a BOCES self-funded plan (or combination thereof), and/or in conjunction with benefits provided under Medicare and/or any other available state or federal law or program that may in the future provide a health benefit to the EMPLOYEE.

By the signature which appears below, the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SECOND SUPERVISORY DISTRICT at a duly constituted meeting of the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SECOND SUPERVISORY DISTRICT.

Dated: _____
Board Of Cooperative Educational Services

Dated: _____
Employee

Dated: _____
Certified Clerk of the Board

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