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

Union: **BOCES 1, Unit #8768-01, CSEA, AFSCME, AFL-CIO**

Local: **1000, Suffolk Educational 870**

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WC / 6657

BY AND BETWEEN

THE

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

*EASTERN SUFFOLK BOCES*

and the

**BOCES 1, Unit # 8768-01  
SUFFOLK EDUCATIONAL LOCAL 870  
OF THE  
CIVIL SERVICE EMPLOYEES  
ASSOCIATION, LOCAL 1000  
AFSCME, AFL-CIO**

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DEC 29 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

July 1, 2004 - June 30, 2007



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## PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967, Public Employees' Fair Employment Law, Article 14 of the Civil Service Law, and to encourage and abet effective and harmonious working relationships between the BOARD OF COOPERATIVE EDUCATIONAL SERVICES of the First Supervisory District of Suffolk County and the SUFFOLK EDUCATIONAL LOCAL 870 OF THE CIVIL SERVICE EMPLOYEES ASSOCIATION, the following Contract will be entered into:

## DURATION OF CONTRACT

This Agreement shall become effective on July 1, 2004 and shall continue in full force and effect until June 30, 2007.

IN WITNESS THEREOF, the parties have executed this document by their duly authorized representatives this 26 day of Jan., 2005.

## ARTICLE 1

### RECOGNITION CLAUSE

The Board of Cooperative Educational Services, First Supervisory District recognizes the Civil Service Employees Association, Suffolk Educational Local 870, as the sole and exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment for all employees whose titles appear in Appendix A of the Contract. Part-time employees (those who work less than 50% of the time worked by regular full-time employees in that same job title) are excluded from the bargaining unit.

## ARTICLE 2

### CONDITIONS OF EMPLOYMENT

#### Section 1 - PRESENT CONDITIONS OF EMPLOYMENT:

Any terms or conditions of employment currently in effect that are more beneficial to the employees will remain in effect for the duration of this Agreement unless changed by mutual agreement.

#### Section 2 - WORK LOAD:

It is agreed that if the District wishes to expand the work load of a Unit Member it may do so, provided however, that if the District also wishes to provide such employee with a greater salary than presently in effect, then the Union will be notified, and agreement will be made on such new salary.

**Section 3** - SENIORITY:

For the purposes of determining preference in vacation scheduling and benefit entitlements, seniority shall be defined as length of continuous service from the original date of permanent appointment. In cases of layoffs and recalls, the Suffolk County Civil Service Rules and Regulations shall apply.

**Section 4** - PERSONNEL FILE REVIEW:

Unit members shall retain the right to examine their personnel file upon providing reasonable notice.

**Section 5** - ADULT EDUCATION PROGRAM:

Unit members shall be eligible to enroll in Eastern Suffolk BOCES Adult Education Program courses on a space available basis at one-half the normal tuition.

**ARTICLE 3**

**GRIEVANCE PROCEDURE**

Any disputes arising concerning the interpretation or application of the terms of the grievance contract or the rights claimed to exist thereunder shall be the subject of a grievance and shall be processed and resolved in accordance with the following:

A grievance must be filed within thirty (30) working days of its occurrence or within thirty (30) working days of the employee's knowledge of its occurrence.

**Section 1** - DIRECTOR AND DEPUTY SUPERINTENDENT:

A) An employee having a grievance will discuss it with the immediate supervisor or director, if there be one, either directly or through a representative, with the objective of resolving the matter informally. If the immediate supervisor is a member of the bargaining unit, the grievance shall be discussed with the next level of supervision.

B) The immediate supervisor or director will discuss the matter with all parties concerned. At the time of decision, the immediate supervisor or director will not consider any statements offered by or on behalf of any party without the presence of a grieved party or a representative.

C) The immediate supervisor or the director will answer the initial grievance within 10 working days. In the event such grievance is not satisfactorily adjusted, an appeal may be made in writing within ten (10) working days of the answer to the Deputy Superintendent. The Deputy Superintendent will be given all information related to the grievance and will render a decision within ten (10) additional working days.

**Section 2** - EXECUTIVE OFFICER:

- A) If the employee is not satisfied with the written decision of the Deputy Superintendent, the employee may, within ten (10) days, present the grievance to the Executive Officer together with copies of the written decision.
- B) Within ten (10) working days, the Executive Officer shall hold a meeting with the employee or a representative and other parties.
- C) The Executive Officer will make a decision, in writing, to the employee within ten (10) working days after the conclusion of the meeting.
- D) In the event such decision fails, the party, within a period of ten (10) working days, may submit a demand for arbitration to the Suffolk County Department of Labor Advisory Arbitration Service.

**Section 3** - ADVISORY ARBITRATION:

- A) The arbitrator shall have the power to summon, question and examine any employee and to require production of books, papers or other evidence as may be deemed necessary.
- B) The arbitrator shall meet with the parties as soon as possible after appointment as arbitrator.
- C) The arbitrator shall provide advice and suggestions on all matters of procedure in a mediatory manner.
- D) The advice and suggestions shall be transmitted to the Association, the Executive Officer and to the Board. The Executive Officer will render a decision upon receipt of the arbitrator's recommendations.

**Section 4** - BOARD OF COOPERATIVE EDUCATIONAL SERVICES

- A) If the grievance is not resolved, the grievance shall be presented to the Board of Cooperative Educational Services within fifteen (15) working days after receiving the decision of the Executive Officer. The Board will then hold a meeting.
- B) Within ten (10) working days after the meeting, the Board shall submit a decision on the grievance in writing.

**ARTICLE 4**  
**SALARY AND OTHER PAY**

**Section 1** - Minimum and maximum salary schedules have been developed for each title within the bargaining unit and are indicated in Appendices A, B, and C.

Minimum salaries shall be increased by 1.625% effective July 1st of each year of the contract. Maximum salaries shall be increased by 3.25% effective July 1st of each year of the contract. (See appendices A-C)

"Ten month" employees will receive a prorated portion of the annual salary listed for their position in Appendices A -C.

Salary increases for full-time employees on Eastern Suffolk BOCES payroll as of 7/1/04, 7/1/05 and 7/1/06 respectively, will be as follows:

Year 1 - (7/1/04)	3.25%
Year 2 - (7/1/05)	3.25%
Year 3 - (7/1/06)	3.25%

Part-time employees shall receive a pro-rated increase.

**Section 2** - All employees will be on the same anniversary date of July 1.

**Section 3** - A) Time and one-half to be paid to part-time employees after first eight (8) working hours on a work day. Double time to be paid to full-time employees for Sundays and holidays when such days are outside of the employees regular work week. Time and one-half shall be paid after the regularly scheduled work week of at least thirty-five (35) hours.

B) Overtime will be granted in compensatory time or in cash. Although an employee may elect the time option, it is management's prerogative to deny the time and advise the employee that the overtime request must be in cash. If an employee elects and is granted compensatory time, it must be taken within the immediate or subsequent pay period.

C) A 5% differential will be added to the base salary for employees working the second shift (4 p.m. - 12 a.m.) or working as a floater, and a 10% differential will be added to the base salary of those employees working the third shift (12 a.m. - 8 a.m.)

**Section 4** - WORK DAY/EMPLOYMENT PERIOD

For employees hired after July 1, 1994, management has the right to set an employee's week, workday or shift assignment, as long as the shift is not more than five days per week and eight hours per day. Working such alternative shifts will not entitle the employee to shift differential. Shift change prerogatives of management, as set forth in Article 12 shall remain standing. Assignment to evening shifts will entitle the unit members to differentials as provided in Article 4, Sec. 3.

**Section 5** - When a holiday falls on a payday, all checks will be dated as of the last working day prior to the holiday.

**Section 6** - LONGEVITY:

A) Employees shall be entitled to longevity increments after 5, 10, 15, 20 and 25 years. Each increment will be granted on July 1 following the employee's anniversary date.

B) Effective July 1, 2004, longevity increments will be as follows:

5 years	\$800 (Hire date prior to 7/1/97)
5 years	\$500 (Hire date on or after 7/1/97)
10 years	\$1,150
15 years	\$1,150
20 years	\$1,150
25 years	\$2,150

**Section 7** - Employees ceasing employment with the Board of Cooperative Educational Services shall receive a lump sum payment for unused vacation time.

**Section 8** - For promotions within the bargaining unit, the salary increase will be the difference between the minimum salaries for the two titles, but not more than 15% of the employee's base pay, unless a greater percentage increase would be needed to bring the employee to the minimum starting salary, in which case, the minimum shall be paid.

**Section 9** - For employees promoted into the bargaining unit from another unit in the district, the following guidelines shall apply. The difference between the starting salaries would be reviewed. An employee would be given this difference, but this difference could not be greater than an increase of 15% of their base, unless a greater percentage increase would be needed to bring the employee to the minimum starting salary for the position.

**Section 10** - In the event that an employee shall be appointed from the eligible list, or be provisionally appointed by the Board of Cooperative Educational Services as a promotion to a new grade, the employee shall receive an annual salary increase according to Appendices A - C of this Agreement.

## **ARTICLE 5**

### **HOLIDAYS**

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

**Section 2** - If a holiday should fall on Sunday, the day allowed off with pay shall be the following Monday.

## **ARTICLE 6**

### **SUMMER SCHEDULE**

**Section 1** - SUMMER CALENDAR

The summer schedule will be from July 1 through August 31.

**Section 2** - SUMMER WORK HOURS

The summer day and week shall consist of a total of seven and one-quarter hours (7.25) per day and thirty-six and one-quarter hours (36.25) per week. Employees will be entitled daily to one (1) fifteen (15) minute break and a forty-five minute lunch period.

**Section 3** - HOLIDAY WEEK WORK HOURS

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

## ARTICLE 7

### INSURANCE

#### Section 1 - NEW YORK STATE EMPLOYEES' RETIREMENT SYSTEM

Employees are enrolled in the New York State Employees' Retirement System. Benefits of 75i of the New York State Employees' Retirement System will be effective for Tier 1 and Tier 2 members.

Eligible employees receive a death benefit from the New York State Employees' Retirement System.

#### Section 2 - GROUP HEALTH INSURANCE:

##### A) New York State Health Insurance Plan -

For employees hired prior to July 1, 1997, one hundred percent (100%) of the individual or family health insurance premium of the policies currently available to CSEA #8768-01 members will be paid by the Board.

B) All employees hired on or after July 1, 1997 shall contribute 5% towards individual health insurance, or 10% toward family coverage.

##### C) Health Insurance Into Retirement -

In order to be eligible for this benefit, retirement from the NYSRS must immediately follow active service to BOCES. Retirees will receive an individual contract for this coverage.

1. For employees hired on or before June 30, 2004, the full cost of individual or family, whichever is applicable, shall be paid by the Board.

a) Employees hired prior to July 1, 1997 will be required to have worked for BOCES for 10 years for either individual or family coverage.

b) Employees hired on or after July 1, 1997 will be required to render 10 years of service for individual coverage and 20 years of service to be eligible for family health insurance into retirement.

2. Eligible employees hired on or after July 1, 2004 shall be required to contribute the same percentage of the individual or family health insurance premium in retirement as the unit member did on his/her last day in active service.

D) BOCES has the unilateral right to change health insurance carriers provided there is no diminution of benefits. The UNION shall be consulted and agree with the comparability of any new insurance plan.



**E) GROUP HEALTH INSURANCE FOR EMPLOYEES HIRED AFTER 7/1/94**

1. Unit members hired after July 1, 1994 shall be entitled to receive fully paid health insurance, either individual or family, provided they do not receive comparable coverage from another source. Employees hired on or after July 1, 1997 shall be entitled to receive health insurance as stipulated in Article 7, Section 2B, provided they do not receive comparable coverage from another source. Comparability shall be decided by the ninety (90%) rule governing benefits and member costs.
2. Unit members who lose coverage from the other source shall be entitled to inclusion in the BOCES Health Plan, effective the first day of the following month. (There shall be no exclusion for pre-existing conditions.)
3. An employee who gains alternative coverage during employment (i.e., through marriage or other circumstances) shall not be eligible for BOCES coverage provided, however, that such coverage meets the ninety (90%) percent comparability rule.
4. The intent of this provision is to provide unit members with health insurance coverage but not dual coverage.
5. A review committee comprised of two (2) unit members and two (2) management appointees will be created. The committee's charge is to decide on the comparability questions on a case-by-case basis.
6. The above shall refer solely to health benefits.

**Section 3 - HEALTH INSURANCE WAIVER**

A) An option to waive health insurance will be offered to all CSEA #8768-01 members. Any member electing to waive health insurance coverage will complete an appropriate form and will be compensated at the rate of 60% of the BOCES paid premium cost in effect on July 1st of the year in which the insurance is waived. The payment for the above options shall be incorporated into the annual salary. The election option will be presented on an annual basis in the month of November, with the effective date of the change to be the calendar year following the option. Only employees entitled to health insurance are eligible for the sell-back option.

B) Employees who have submitted a letter of irrevocable intent to retire and who are currently receiving the health waiver (cash compensation in lieu of health insurance) may change this option immediately preceding their retirement on a date that is mutually agreed upon with the agency and that is consistent with the requirements of the health insurance plan then being provided.

**Section 4 - GROUP LIFE INSURANCE**

A) By joining the Civil Service Employees Association, employees may participate in a group life insurance plan with a payroll deduction for this purpose. This is a contributory plan offered by the union with a contractual entitlement expressly subject to the terms of the insurance plan separate from the policy described in Subsection B below.

B) The Board of Cooperative Educational Services shall pay 100% of a one hundred thousand dollar(\$100,000) term life insurance policy for active employees. The employee has the option to continue life insurance into retirement at his/her own expense.

C) Employees may purchase \$15,000 of additional insurance at their own cost.

**Section 5 - TAX-SHELTERED ANNUITY**

Employees may participate in a tax-sheltered annuity plan through a payroll deduction.

**Section 6 - DENTAL PLAN**

The Board of Cooperative Educational Services pays 100% of an employee's individual premium cost. The Board of Cooperative Educational Services will also pay 50% of the cost for dependents and the employee will pay 50%.

**Section 7 - CREDIT UNION**

Employees may participate in the program of the Suffolk County Teachers' Federal Credit Union through payroll deduction.

**Section 8 - DISABILITY INSURANCE**

A long term disability insurance policy will be provided and paid for by BOCES for all full time members, which will pay up to 66 2/3 % of the current salary to a maximum of \$4,500 per month (inclusive of any other benefits) until the employee qualifies for retirement. (Some exceptions may present themselves for certain types of illness such as psychological disorders as determined by the policy.) There shall be a waiting period of 90 days, or at the exhaustion of the accumulated sick/vacation/personal time, whichever is greater.

**Section 9 - OPTICAL PLAN**

An optical plan offered by the CSEA Employee Benefit Fund will be made available to all full time members. The cost shall not exceed \$180.84, effective 7/1/04, \$183.84 effective 7/1/05 and to a maximum of \$187.84 effective 7/1/06, per member, and shall be paid by the Board of Cooperative Educational Services.

**Section 10 - FLEXIBLE BENEFIT ACCOUNT**

A Flexible Benefit plan for health, dependent care and/or insurance premiums will be established for each member of the bargaining unit in accordance with the language incorporated in the Internal Revenue Service Regulations. The Flexible Benefit account will be administered by an agency contracted by BOCES. The cost of the administration will be borne by BOCES.

**ARTICLE 8**  
**JURY DUTY**

**Section 1** - Employees are given leave with pay for jury duty. The fees received by the employee, except expense reimbursements, must be paid to the Board of Cooperative Educational Services.

**ARTICLE 9**

**LEAVE ALLOWANCE**

- Section 1** -
1. All 12 month employees be provided with 1 1/4 days of sick leave per month. This sick leave is cumulative to 200 days. Five (5) personal leave days will be granted on each July 1 and these days must receive prior approval of your supervisor. Two (2) personal days are to be granted without reason. Unused personal days will be added to accumulated sick leave on July 1.
  2. In case of any absence of more than two (2) consecutive working days, or three (3) non-consecutive working days within a week, it is the right of the supervisor and/or Executive Officer or a representative to require a physician's note. Failure to produce this physician's note may mean the loss of one (1) day's pay for each day beyond the two (2) consecutive working days or three (3) non-consecutive working days within a week.
  3. It is the right of the supervisor and/or Executive Officer or a representative to require a physician's note for absences the working day prior to, or the working day following a long weekend or vacation period. Failure to produce this note when required may result in the loss of one day's pay for each day indicated above.

4. The Board will deduct (1/2) day sick leave for each day of absence due to Workers' Compensation claim. Upon exhaustion of accumulated leave days, the employee will apply for a leave of absence and all salary payments will cease from the Board.
5. An employee who experiences serious illness of a family member or other extraordinary and/or unusual events, may make application to the Executive Director of Human Resources for the conversion of accumulated sick leave to personal days to be used during the aforementioned circumstance with the approval of the Executive Officer. Prior to making application, the employee must have exhausted his/her current supply of personal days.
- 6) Terminal Leave -
  - a) Any employee eligible for terminal leave must exercise this option within five (5) years from the date the employee became eligible to retire without penalty from the Employees Retirement System, or five years from July 1, 1997, whichever is later.
  - b) Employees hired on or before July 1, 1979 may choose either of the following two options:
    1. Option I: During the year of retirement, any staff member of the Board of Cooperative Educational Services with up to a maximum of 125 accumulated leave days, shall be entitled to terminal leave at full pay for the aforementioned 125 days.

Option II: The first 100 days at  $1/2 \times 1/260$ th of annual salary, plus second hundred days at  $1/260$ th of annual salary.
    2. Employees hired between July 2, 1979 and June 30, 1997 are entitled to choose Option II only.
    3. Terminal leave is not available to employees hired on or after July 1, 1997.
  - c) Employees entitled to terminal leave will be given payment in either a single lump sum or in two equal payments over two calendar years. The employee may request either of these options, but payment will be made at the agency's discretion.

**Section 2** - EMERGENCY LEAVE - BEREAVEMENT: In case of a death in an employee's immediate family, defined as spouse, child, parents, brother, sister, mother-in-law, or father-in-law, up to five (5) consecutive days shall be granted, and in the case of a death other than in the immediate family, up to three (3) consecutive days shall be granted, if needed. Other than immediate family means grandparents, sister-in-law, brother-in-law, niece, nephew, aunt, uncle, or any other relative who resides in the employee's household. The time shall be taken at the time of the death.

**Section 3** - EXCESSED POSITIONS

In a situation where a staff member is excessed due to the abolition of a position and no other position is available, a maximum of 45 days of sick leave that the staff member has accumulated may be used for eligible paid leave. Upon completion of the 45 day maximum, the staff member's compensation will be eliminated. In instances where the staff member has accumulated less than 45 sick days, the total number of accumulated days will be used in lieu of the 45 day maximum. In case of employment of the person, all payments will cease. Excessed staff members who obtain other employment shall notify the BOCES immediately.

**Section 4- SICK LEAVE BANK**

The Sick Leave Bank shall be established by each voluntarily participating full-time member donating one day from accumulated sick leave. The use of the Bank shall, at all times, be restricted to the number of days actually accumulated and remaining available in the Bank at the time an application is made by an eligible member to draw upon the Bank. In the event that the Bank is reduced by use thereof to less than 40 days, then at the commencement of the school year immediately following this event, or sooner if determined necessary by the Standing Committee, a deduction of one sick day from the accumulated sick leave of each participating member, who wishes to remain in the Bank, shall be made and donated to the Bank.

**A) Level of Benefits**

There will be two levels of benefits for Sick Leave Bank Participants:

**LEVEL A:** Should the Standing Committee determine that the nature of the illness or injury is critical/catastrophic, the following guidelines apply:

1. Member must use up all accumulated sick/personal leave before accessing the Bank. The member has the option of using accumulated vacation days.
2. If a bargaining unit employee does not join at the initial opportunity, there will be a one year waiting period to access the Bank. Members do not have to be ill beyond 20 days to access the Bank.
3. The committee will reserve the right to determine if the member must pay back sick leave borrowed based on individual circumstances.
4. Sick Bank Leave will terminate once eligible for disability benefits.

**LEVEL B:** In all other instances, the following guidelines will apply:

1. Member must use up all accumulated sick leave before accessing the Bank.
2. There will be pay back of time borrowed at the rate of 30% of accrued sick leave each school year, until the time is fully paid. An employee borrowing sick leave from the sick bank shall pay back such time at the rate of one (1) day per month from each immediate month following the employees return to work until the employee has fulfilled the payback requirement of 30% of the employees annual accrual. (i.e., An employee borrowing thirty (30) days and required to pay back 4.5 days per annum (30% of 15 accrued days) shall pay back such days during the first 4.5 months of return. One (1) day per month of accrual.)

3. Sick Bank Leave will terminate once eligible for disability benefits.

B) Membership

Any unit member may join the Sick Bank by contributing one sick day. Unit members may join the Bank within the first two calendar months of becoming members of the unit. If, however, a unit member chooses to join the Bank after that time, there will be a one year waiting period before the member is eligible to use the Bank. If during the waiting period the Bank needs additional days from members, those waiting members will not have to contribute.

Once a person becomes a member of the Sick Leave Bank, and contributes one day to the Bank, the day becomes part of the Sick Leave Bank and the member no longer has claim to the day, other than as outlined herein.

If necessary to deduct a sick day from the accumulated sick leave of each participating member during the school year, and if the member does not have any accumulated sick leave, the Executive Officer will give approval to convert a personal day to a sick day so that the member may continue to participate. The member will be notified of this action. If the member does not have any personal days left, a sick day will be deducted from the member's account at the beginning of the following school year. This will be a one-time procedure to make it possible for the member to remain in the Sick Leave Bank. Should the situation occur a second time and sick or personal days are not available, the member will be dropped from the Sick Leave Bank until sick days are available, and reapplication to join the Sick Leave Bank is made. The member will be notified of this action.

C) Administration of the Sick Leave Bank

Request for use of days from the Sick Leave Bank must be made through the Executive Officer, or his designee. A Standing Committee to advise the Executive Officer on the operation of the Sick Leave Bank shall consist of two unit members and two administrators. The Union will provide the names of two members of its bargaining unit to serve on the committee, and the Executive Officer shall appoint the two administrators.

D) Use of the Sick Leave Bank

1. Any participating member may submit a request to borrow days from the Sick Leave Bank because of a prolonged illness or injury and lack of available sick leave days. Prolonged illness or injury is defined, for the purpose of these guidelines, as that period of time covering any single sickness or injury extending beyond 20 working days.

2. No use of the Sick Leave Bank will be allowed after an individual is eligible for disability benefits under the disability policy provided by Eastern Suffolk BOCES. After use of existing sick leave, a member may be granted additional sick leave to offset the calendar day waiting period for the existing disability policy to take effect. All persons using the Sick Leave Bank must first use whatever accrued sick days they may have. Approved sick leave from the Bank will not begin coverage until the individual's accumulated sick leave is exhausted or the twenty-first working day, whichever occurs later.
3. An approved request for sick bank time is terminated when the authorized time is used or when the person returns to full-time employment, whichever should occur first. An additional request for sick bank time will be considered an initial request, that is, a new request, and must comply with the existing provisions of these guidelines. Full-time employment is considered as being on the job in an equivalent capacity as when the sick leave commenced.
4. All requests for sick leave from the Sick Leave Bank must be submitted in writing and must include a written statement from the attending physician indicating the diagnosis, the date of the onset of the condition, estimated time the condition will last and the starting date of the absence. The Executive Officer may require that the individual, granted the sick leave, obtain additional medical statements from the attending physician at thirty day intervals to maintain eligibility for use of the Sick Leave Bank. Failure to comply with this request may result in termination of any approved sick leave from the Sick Leave Bank. The information provided by the applicant will remain confidential at all times.

E. Termination of the Sick Leave Bank

If at any time the Sick Leave Bank is terminated, any sick days in the Bank will be distributed evenly to all current members of the Bank, after meeting any prior commitments for approved sick leave requests.



**ARTICLE 10**

**VACATION TIME**

**Section 1** - Vacation time is encouraged to be taken five (5) or ten (10) working days at a time.

**Section 2** - As of July 1, our vacation time will be according to the following schedule:

Employees shall accrue 1 day per month during the first year of employment. During the 2nd and 3rd years, they shall accrue 1 1/4 days per month. During the 4th, 5th, and 6th years, employees shall accrue 1 1/2 days per month. During the 7th, 8th and 9th years, 1 3/4 days per month will be accrued. After the 10th year with BOCES, each member shall receive 2 vacations days per month. For employees with more that 20 years of service, an additional vacation day will be awarded on June 30 of each fiscal year. These changes in vacation allocation will occur on July 1 in the year following the anniversary date.

	<u>Days/Month</u>	<u>Total</u>
1st year	1	12
2nd year	1 1/4	15
3rd year	1 1/4	15
4th year	1 1/2	18
5th year	1 1/2	18
6th year	1 1/2	18
7th year	1 3/4	21
10th year	2	24
20th year	2 (plus one additional day awarded on June 30.)	25

**Section 3** - The maximum number of vacation days that can be accrued shall be 35. If administration refused to schedule an employee's request for vacation time so that it can be reduced to 35 days, the employee shall receive payment for such excess time on June 30 of that year.

**ARTICLE 11**

**VACANCIES AND PROMOTIONS**

**Section 1** - Notification of vacancies and promotional positions shall be distributed for posing in each of the facilities. All employees shall receive consideration for positions, provided they apply for same.

**Section 2** - If the Board feels a position warrants upgrading, and Civil Service approves the classification, the new position shall be advertised. Any employee who is qualified and has passed the appropriate exam may apply. Appointment shall be made at the Board's discretion in accordance with Civil Service Rules and Regulations. Once the Board acts, the successful applicant shall automatically receive the upgraded title and appropriate salary increase.

## **ARTICLE 12**

### **JOB DESCRIPTION**

**Section 1** - When new positions are created or the duties of existing positions are revised by the Board, the Board shall prepare a job description for such new or revised positions. Each job description 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/her job description. Should a dispute arise as to whether or not the job description properly describes the job, the employee may appeal the matter to the Civil Service Commission and may be represented by the Union.

**Section 2** - Priority or choice of shifts (where pertinent) is based on seniority.

## **ARTICLE 13**

### **LEAVE WITH PAY**

**Section 1** - Officers of the Board of Cooperative Educational Services Unit # 8768-01 may be given leave with pay to attend CSEA Conferences, if necessary. Such leave may be extended to no more than two (2) officers at one time, not to exceed a period of four (4) days per year.

## **ARTICLE 14**

### **TUITION REIMBURSEMENT**

**Section 1** - The Board shall reimburse unit members 100% tuition cost for all management pre-approved relevant course work completed with a minimum grade of "C." Reimbursement shall be paid upon BOCES receipt of an official transcript. All courses required for matriculation in an area approved by the Division Director shall be eligible for tuition reimbursement.

**Section 2** - An employee who voluntarily resigns 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.

**Section 3** - Unit members who have been awarded a stipend for Educational Assistance prior to July 1, 1990 will have this additional money save harmless.

**Section 4** - TRAINING REIMBURSEMENT

Any BOCES provided training costing the Agency tuition in excess of \$5,000 per five-year period of time will be reimbursed to BOCES on a sliding scale if the employee resigns or retires within five years. The reimbursement period shall be calculated beginning the date the training was completed. The reimbursement rate is as follows:

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

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

**ARTICLE 15**

**CHILD REARING LEAVE**

**Section 1** - An employee will be granted, upon written request, a child rearing leave of up to two (2) years.

**Section 2** - Requests for child bearing/rearing/adoption leave shall be made at least sixty (60) calendar days before the commencement of the leave. An employee on leave shall notify the Executive Officer, in writing, at least two (2) months prior to the end of the leave regarding the intentions of returning to a position with the Board of Cooperative Educational Services.

**Section 3** - If it is the intent of the employee to not return upon the completion of the leave, then the employee will submit a letter of resignation with the effective date of the conclusion of the leave just completed.

**Section 4** - All child rearing leaves shall be without pay.

**Section 5** - The preceding child rearing leave provisions shall be consistent with New York State and Federal Law.

#### **ARTICLE 16**

#### **NON-DISCRIMINATION**

There shall be no discrimination against any present or future employee by reason of sex, sexual orientation, race, creed, color, national origin, veteran status, disability that can be reasonably accommodated without undue hardship, or Union membership.

In order to comply with all State and Federal laws, it is understood that any general reference in the contract apply equally to male and female employees.

#### **ARTICLE 17**

#### **USE OF PERSONAL AUTO**

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

**ARTICLE 18**

**SUB CONTRACTING**

**Section 1-** BOCES shall be permitted to subcontract 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 July 1, 2000 shall be exceeded as a result of actions in this regard during the period of the work.

**Section 2-** In such circumstances of using outside contractors or consultants, BOCES shall provide written notice to the CSEA of its intent to contract out or consult and the duration of time such contract shall be in effect.

**Section 3-** Any use of an outside contractor or consultant pursuant to this provision shall not be cited by the agency as evidence that it diminishes the exclusivity of the CSEA work.

**Section 4-** BOCES shall use its best efforts to conduct job training for all current titles in this unit.

**Section 5-** Any use of a contractor or consultant shall be re-evaluated in the forum of a Labor-Management meeting every six months.

**ARTICLE 19**

**LEGISLATIVE ACTION**

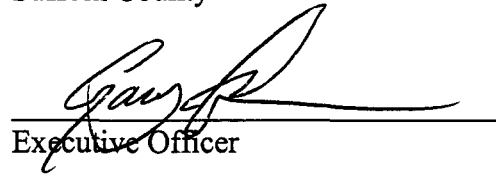
**It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.**

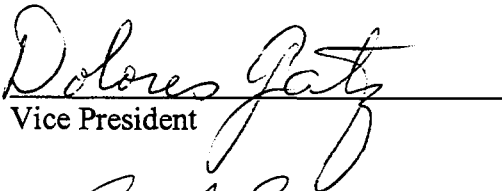
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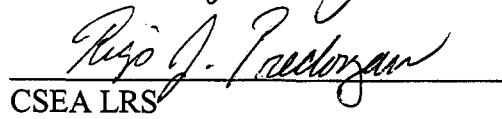
CSEA Suffolk Educational Local  
BOCES Unit # 8768-01

Board of Cooperative Educational Services  
First Supervisory District  
Suffolk County

  
President

  
Executive Officer

  
Vice President

  
CSEA LRS

1/26/05  
Date



APPENDIX A

CSEA # 8768-01

MINIMUM AND MAXIMUM SALARY LEVELS

7/1/04-6/30/05

<u>Title</u>	<u>Minimum Salary</u>	<u>Maximum Salary</u>
Computer Operator I	28,917	61,585
Audio Visual Technician	30,029	62,714
Computer Operator II	31,142	63,845
Telecommunications Technician	34,478	67,234
Computer Operator III	34,478	67,234
Microcomputer Repair Technician	35,590	68,364
Technical Coordinator I	35,590	68,364
Audio Visual Specialist	36,703	69,494
Technical Coordinator II	38,927	71,754
Telecommunications Specialist	38,927	71,754
Computer Operator IV	38,927	71,754
Senior Microcomputer Repair Technician	40,039	72,884
Senior Office Applications Specialist	41,122	73,984
Computer Programmer	43,403	75,516
Network Communications Specialist	44,488	77,404
Data Control Specialist	45,600	78,534
Network & Systems Technician	46,549	78,713
Senior Computer Programmer	47,743	79,926
Network & Systems Specialist I	48,720	80,918
Data Control Specialist II	50,049	83,054
Network & Systems Specialist II	53,059	85,328
Media Development Coordinator	57,082	89,413
Network & Systems Administrator	58,486	90,840
Network & Systems Coordinator	62,826	95,250





APPENDIX B

CSEA # 8768-01

MINIMUM AND MAXIMUM SALARY LEVELS

7/1/05-6/30/06

<u>Title</u>	<u>Minimum Salary</u>	<u>Maximum Salary</u>
Computer Operator I	29,387	63,587
Audio Visual Technician	30,517	64,752
Computer Operator II	31,648	65,920
Telecommunications Technician	35,038	69,419
Computer Operator III	35,038	69,419
Microcomputer Repair Technician	36,168	70,586
Technical Coordinator I	36,168	70,586
Audio Visual Specialist	37,299	71,753
Technical Coordinator II	39,560	74,086
Telecommunications Specialist	39,560	74,086
Computer Operator IV	39,560	74,086
Senior Microcomputer Repair Technician	40,690	75,253
Senior Office Applications Specialist	41,790	76,388
Computer Programmer	44,108	77,970
Network Communications Specialist	45,211	79,920
Data Control Specialist	46,341	81,086
Network & Systems Technician	47,305	81,271
Senior Computer Programmer	48,519	82,524
Network & Systems Specialist I	49,512	83,548
Data Control Specialist II	50,862	85,753
Network & Systems Specialist II	53,921	88,101
Media Development Coordinator	58,010	92,319
Network & Systems Administrator	59,436	93,792
Network & Systems Coordinator	63,847	98,346



APPENDIX C

CSEA # 8768-01

MINIMUM AND MAXIMUM SALARY LEVELS

7/1/06-6/30/07

<u>Title</u>	<u>Minimum Salary</u>	<u>Maximum Salary</u>
Computer Operator I	29,865	65,654
Audio Visual Technician	31,013	66,856
Computer Operator II	32,162	68,062
Telecommunications Technician	35,607	71,675
Computer Operator III	35,607	71,675
Microcomputer Repair Technician	36,756	72,880
Technical Coordinator I	36,756	72,880
Audio Visual Specialist	37,905	74,085
Technical Coordinator II	40,203	76,494
Telecommunications Specialist	40,203	76,494
Computer Operator IV	40,203	76,494
Senior Microcomputer Repair Technician	41,351	77,699
Senior Office Applications Specialist	42,469	78,871
Computer Programmer	44,825	80,504
Network Communications Specialist	45,946	82,517
Data Control Specialist	47,094	83,721
Network & Systems Technician	48,074	83,912
Senior Computer Programmer	49,307	85,206
Network & Systems Specialist I	50,317	86,263
Data Control Specialist II	51,689	88,540
Network & Systems Specialist II	54,797	90,964
Media Development Coordinator	58,953	95,319
Network & Systems Administrator	60,402	96,840
Network & Systems Coordinator	64,885	101,542

