

COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE

BOARD OF COOPERATIVE EDUCATIONAL SERVICES

First Supervisory District of Suffolk County

EASTERN SUFFOLK BOCES AND THE

**CIVIL SERVICE EMPLOYEES ASSOCIATION INC., LOCAL 1000, SUFFOLK
EDUCATIONAL LOCAL 870 BOARD OF COOPERATIVE EDUCATIONAL
SERVICES REGIONAL DATA PROCESSING MANAGEMENT AND SUPERVISORY
UNIT**

July 1, 2021 - June 30, 2026

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ARTICLE 1 PREAMBLE

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

This agreement is effective on the first day of July 2021, by and between the Board of Cooperative Educational Services of the First Supervisory District of Suffolk County, hereinafter called the "ESBOCES" and the Board of Cooperative Educational Services Regional Data Processing Management and Supervisory Unit of the First Supervisory District of Suffolk County, hereinafter called the "Negotiating Unit."

ARTICLE 2 RECOGNITION

A. RECOGNITION

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

B. CATEGORIES INCLUDED IN UNIT

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

Programmer Analyst	Microcomputer/Audio Visual Repair Supervisor
Senior Programmer Analyst	Database Manager
Principal Programmer Analyst	Network Communications Manager

Systems Programmer
Data Processing Operations Supervisor
Information Technology Security Coordinator

Principal Management Analyst
Data Processing Systems Coordinator

ARTICLE 3 NEGOTIATIONS PROCEDURES

A. PRESENT CONDITIONS OF EMPLOYMENT

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

B. GOOD FAITH

1. During the last year of this agreement, at least one hundred eighty (180) days prior to its expiration and at a time mutually agreeable to the parties, good-faith negotiations for a successor Agreement will commence. Negotiations should be conducted on a schedule which will result in conclusion of the process before the current agreement expires.
2. In the event that the parties cannot conclude an agreement through their own efforts, they will seek to agree on a mutually acceptable mediator and will obtain a commitment from said mediator to serve. In case of mediation by a private person, the costs of such mediator shall be borne equally by the Board and the Association. If the Board and the Association are unable to agree upon a mediator or if the parties retain a private mediator and cannot reach agreement, either party may request the State Public Employment Relations Board to assist the parties to reach Agreement. Such mediation and fact-finding will be governed by the provisions of Section 209 of the Civil Service Law.

C. SELECTION OF REPRESENTATIVES

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

clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

ARTICLE 4 COMPENSATION

A. SALARIES

1. **Starting salaries for unit members shall be those set forth in Appendix C.**
2. **Salary Increases**

Each unit member's base salary shall be as follows:

Effective July 1, 2021 – 2.0%
Effective July 1, 2022 – 2.0% + \$500 added to base
Effective July 1, 2023 – 2.25% + \$1, 250 added to base
Effective July 1, 2024 – 2.25% + \$1, 250 added to base
Effective July 1, 2025 – 2.25% + \$1, 250 added to base

Unit members will receive the above increase, but not to exceed the maximum allowable for their base salary, as set forth in Section A(1). Maximum caps will be raised by 75% of the above wage increase. Minimum salaries will be raised by the percentage increase and/or additions to base above.

Retroactive wage payments as a result of execution of this Agreement shall be paid only to employees who are members of the Unit at the time of ratification of this Agreement. Retroactive wage payments as a result of execution of this Agreement shall apply only to base salary not to specific regular or overtime hours worked.

3. **Overtime**

Straight time shall be paid for work up to forty (40) hours in a week. Overtime shall be paid at time and one half for hours worked after forty (40) actually worked hours in a week.

4. **Longevity**

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

The **TOTAL** longevity awards are:

Years Completed With ESBOCES

10 Years -- \$1,450
15 Years -- \$2,700
20 Years -- \$4,200
25 Years -- \$6,200
30 Years -- \$7,750

5. Salary Review

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

B. ASSIGNMENTS AND CORRELATIVES

1. Notification

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

2. Use of Personal Vehicles

Unit members will be compensated for the use of their personal vehicles on Board business at the maximum mileage allowance then in effect that is set forth in the rules of the United States Internal Revenue Service. If a unit member suffers a monetary loss as a result of automobile damage while on official business which can be documented, ESBOCES shall reimburse the employee for the amount of uninsured loss up to \$500. Claims must be accompanied by a police report documenting the incident.

C. TUITION REIMBURSEMENT

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

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

Less than two years:	100%
Two - three years:	75%
Three - four years:	50%

Four - five years:	25%
After five years:	No reimbursement required.

The calculations will be based on course completion dates.

D. TRAINING REIMBURSEMENT

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

Within one (1) year:	100%
One to two (2) years:	75%
Two (2) to three (3) years:	50%
Three (3) to four (4) years:	25%
Four (4) to five (5) years:	10%
After five (5) years:	No reimbursement required.

The calculations will be based on training completion dates.

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

ARTICLE 5 INSURANCES

A. HEALTH INSURANCE

1. Eligibility

- a. Unit members, employed at least .50 FTE, shall be eligible for health insurance, either individual or family, so long as they do not receive comparable coverage from another source. Comparability will be decided by the 90% rule governing benefits and employee cost. The Employee contribution shall be prorated based upon the employee FTE.
- b. Unit members who are ineligible for health care insurance due to the ninety percent (90%) comparability rule who lose coverage from the other source shall be entitled to inclusion in the ESBOCES health plan effective the 1st day of the following month.
- c. A unit member who gains alternative coverage during employment, *i.e.*, through marriage, will not be eligible for ESBOCES coverage

provided, however, that such coverage meets the ninety percent (90%) comparability rule.

- d. The intent is to provide eligible unit members with health insurance coverage, but not dual coverage.
- e. Compliance with health insurance policies, ACA regulations, and other state and federal law will take precedence over sections a-d.

2. Health Insurance for Unit Members

NYSHIP, East End Health Plan, and Emblem Low Option shall be the only health plans offered by the Agency to eligible unit members. All full time eligible members, regardless of hire date, eligible for group health insurance shall pay twenty percent (20%) of the premium for health insurance.

Part-time employees, 0.5 - 0.8 FTE, shall contribute to their health insurance based upon the percentage of full time employment. For example: To calculate the portion ESBOCES will pay effective 7/1/20 for a 0.6 FTE, the agency shall pay 80% of 0.6 of the individual or family premium and the employee shall pay the balance.

3. Option to Waive

An option to waive health insurance coverage shall be offered to all unit members who are eligible for coverage on an annual basis, unless they are ineligible because of the ninety percent (90%) comparability rule or because the rules applicable to their health insurance plan and that of their spouse or domestic partner do not permit such a waiver in their circumstances. Any eligible member electing to waive health insurance coverage shall complete an appropriate form and shall be compensated at the rate of two thousand five hundred dollars (\$2,500) for waiving individual or family coverage. 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 during open enrollment.

4. Health Insurance Into Retirement

a. Employees Hired on or Before June 30, 1995

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

the same plan as the one offered to active employees. (See Appendix A).

b. Employees hired on or after July 1, 1995

All unit members hired on or after July 1, 1995, must have ten (10) years of service with ESBOCES to be eligible for individual health insurance into retirement and twenty (20) years of service with ESBOCES to be eligible for family health insurance into retirement. The health insurance plans to be offered to retirees will be the same plan as the one offered to active employees. (See Appendix A.)

All unit members eligible for health insurance into retirement who were hired on or after July 1, 1995 will be required to contribute towards health insurance. The rate shall be the same as the unit member's contribution requirement during his/her last month of service as an active employee. (See Appendix A.)

5. Dental and Optical Insurance

- a. ESBOCES will pay one hundred percent (100%) of the insurance premium of a dental policy for individual coverage. Employees who elect family coverage will be required to contribute 50% towards the premium for family coverage.
- b. An Optical Plan offered by the CSEA Employee Benefit Fund will be made available to all full-time unit members. ESBOCES shall contribute \$200 to the Silver12 Vision Plan per enrolled member. Eligible employees shall pay the remaining cost for the Plan.

B. TERM LIFE INSURANCE

- 1. ESBOCES will pay one hundred percent (100%) of a \$150,000 term life insurance policy.
- 2. For employees hired on or prior to July 1, 2006, this ESBOCES paid insurance shall be carried into retirement and reduced according to the terms established by the insurance company. The Board shall make possible the acquisition of an additional \$15,000 or \$30,000 of insurance under the same plan to unit members who so desire. The premium for the supplemental insurance will be paid by the unit member.
- 3. Employees hired after July 1, 2006, subject to approval of the insurance carrier, who retire will be permitted to purchase group life insurance and the supplemental life insurance by paying the applicable premium (group rate).

C. TAX SHELTERED ANNUITY

The opportunity for unit members to participate in the voluntary tax sheltered annuity programs offered by ESBOCES shall continue.

D. LONG-TERM DISABILITY

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

E. TRAVEL INSURANCE

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

ARTICLE 6 LEAVES

A. SICK/FAMILY SICK/PERSONAL LEAVE

1. Sick/Family Sick Days

All unit members shall be entitled to fifteen (15) sick/family sick leave days each fiscal year as of July 1. In the case of a new unit member who reports for duty on the first day, but is then absent, a physician's verification of illness will be required for successive days absences during the first week of the new fiscal year. Unit members starting after the first day of the year shall be given a pro-rated share of sick/family sick days. Family sick days may be used when an employee's minor child (under eighteen years of age), spouse or parent is sick.

2. Accumulated Sick/Family Sick Days

a. Sick/family sick leave days may be accumulated from year to year up to two hundred (200) days. For unit members hired on or before June 30, 2005, who have more than two hundred (200) days as of June 30, 2005, the Board may allow sick leave beyond the above limit. Official records shall be maintained in the appropriate ESBOCES office.

b. An employee who experiences serious illness of a family member or other extraordinary and/or unusual event, may make application to the

Assistant Superintendent of Human Resources for the conversion of accumulated sick leave to personal days to be used during the aforementioned circumstances with the approval of the Chief Operating Officer. Prior to making application, the employee must have exhausted his/her current supply of personal days.

3. Abuse of Sick/Family Sick Leave

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

4. Sick Leave Sell Back

- a. Following an accumulation of ninety (90) sick days, a member of this unit has the option to be compensated for unused sick leave for the current year on an annual basis at 0.5 of one two-hundred-sixtieth ($1/260$) of the unit member's current salary rate for a maximum of ten (10) days. Payments made pursuant to this provision shall be made into employees' 403(b) accounts.
- b. All days for which the employee received compensation will be considered used and not reflected in individual accumulated totals. A letter of intent to request payment must be submitted to the Assistant Superintendent for Human Resources no later than May 1st.

5. Personal Days

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

B. VACATION

1. Vacation Allowance

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

2. Notification of Vacations

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

3. New Employees' Transitional Vacation Days

- a. New employees to ESBOCES shall receive one "transitional vacation day for each full month employed during the first fiscal year. Examples: An employee who starts work at ESBOCES on July 1st will receive twelve (12) transitional days in that fiscal year; an employee who starts work on August 1st will receive eleven (11) transitional days in that fiscal year; an employee who starts work on April 4th will receive two (2) transitional days. Transitional days credited during the first fiscal year must be used prior to July 1st or they are forfeited.
- b. For the second fiscal year, an employee shall be credited with thirteen (13) vacation days effective July 1 plus the number of transitional days that employee earned in the preceding fiscal year. For the third fiscal year and thereafter, an employee shall be credited with twenty-five (25) vacation days at the beginning of each fiscal year.
- c. Employees who enter the bargaining unit from a prior ESBOCES position that is outside the bargaining unit, shall, if that prior service is contiguous, earn a *pro rata* number of vacation days in the first fiscal year of service in the bargaining unit ($1/12^{\text{th}}$ of 25 days for every full month of service). In the second fiscal year and thereafter, such employees shall earn twenty-five (25) vacation days per fiscal year.

4. Vacation Days – After First Full Fiscal Year

All currently accumulated vacation days (not transitional days) shall be eligible for full payment upon separation from ESBOCES. In addition, a

pro-rated share of accumulated vacation that would normally be awarded the next July 1st, shall also be eligible for payment.

Example: A unit member who leaves ESBOCES January 1st and has remaining ten (10) accumulated vacation days shall receive payment for these ten (10) vacation days plus six-twelfths (6/12) of the twenty-five (25) vacation days he/she would normally be credited with the following July 1st.

5. Vacation Days - After First Full Fiscal Year

- a. After the first full fiscal year of employment, the unit member shall receive twenty- five (25) vacation days per year.
- b. All currently accumulated vacation days (not transitional days) shall be eligible for full payment upon separation from ESBOCES. In addition, a pro-rated share of accumulated vacation that would normally be awarded the next July 1st, shall also be eligible for payment.
- c. Example: A unit member who leaves ESBOCES January 1st and has remaining ten (10) accumulated vacation days shall receive payment for these ten (10) vacation days plus six-twelfths (6/12) of the twenty-five (25) vacation days he/she would normally be credited with the following July 1st.

6. Carry Over of Vacation Days

Effective July 1, 2021, up to a maximum of twenty-five (25) unused vacation days may be carried over from one year to the next. Effective July 1, 2022, up to a maximum of thirty (30) unused vacation days may be carried over from one year to the next. Effective July 1, 2023, up to a maximum of thirty-five (35) vacation days may be carried over from one year to the next. If management denies a unit member(s)' vacation request, the employee may roll over more than the maximum or be compensated for the time at the per diem rate by mutual agreement.

C. TEMPORARY LEAVES OF ABSENCE

1. Temporary Leave of Absence

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

- a. With due regard for equal opportunity of designation, upon recommendation by and approval of the Executive Officer or designee, days may be granted for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
- b. Time necessary for appearances in any legal proceeding connected with the administrator's employment with the school system.
- c. Absence because of childhood communicable disease traceable to contact made in school.
- d. Up to five (5) consecutive bereavement days immediately following the death of an employee's immediate family member, defined as spouse or domestic partner, child, parents, brother, sister, mother-in-law, or father-in-law, shall be granted, and up to three (3) consecutive days immediately following the death of other than immediate family. 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. At ESBOCES' discretion, bereavement time may be approved for time that is not consecutive or proximate to the death of the employee's family member. Such request must be submitted in writing to the employee's supervisor and is subject to approval. Unused bereavement time does not accrue.
- e. In the event of serious illness of such relatives and the need for extended time in the case of death, this temporary leave may be extended without pay upon approval of the Executive Officer.

2. **Full-Time Military Leave**

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

3. **Jury Duty**

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

4. **Timeliness of Leave Notice**

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

D. EXTENDED LEAVES OF ABSENCE

1. **Association Leave**

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

2. **Child Rearing Leave**

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

3. **Leave of Absence**

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

4. **Leave Without Pay**

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

5. **Other Leaves**

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

6. **Restoration of Benefits**

All benefits to which a unit member was entitled at the time the leave of absence commenced, including unused accumulated leave, will be restored

upon the employee's return. The unit member will be assigned to the same position which was held at the time said leave commenced, if available; or if not, to a substantially equivalent position.

7. Notice of Leaves

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

8. Request for an Extension

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

E. RETIREMENT/TERMINAL LEAVE

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

ARTICLE 7 WORK DAY/WORK YEAR

A. WORKDAY

The workday is generally defined as Monday through Friday, from 8:00 a.m. to 4:00 p.m., inclusive of one (1) hour unpaid lunch and two (2) fifteen (15) minute paid breaks. The work day consists of seven (7) actual work hours and the work week consists of thirty-five (35) actual work hours.

B. HOLIDAYS

Fifteen and one-half (15½) days will be set aside as holidays. The Chief Operating Officer will determine the schedule with advice from the unit's representatives.

C. SUMMER SCHEDULE

1. Summer Hours

- a. The summer schedule for all unit members shall be July 1 through August 31 and the December, mid-winter, and Spring recess periods.
- b. The summer day and week shall consist of a total of six and one-quarter (6¼) actual work hours per day and thirty-one and one-quarter (31¼) actual work hours per week. Unit members shall be entitled to one (1) fifteen (15) minute break and a forty-five (45) minute unpaid lunch period.

2. Recess Periods

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

ARTICLE 8 TRANSFERS AND PROMOTIONS

A. TRANSFERS AND VACANCIES

1. Voluntary Transfers

- a. Unit members who desire a change in responsibility or who desire to transfer shall file a written statement of such desire with the Chief Executive Officer.
- b. Every unit member seeking a new assignment will be advised of vacancies. Seniority will be one of the prime considerations in selecting the applicant.

2. Involuntary Transfers

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

B. PROMOTIONS/VACANCIES

1. Notice of Vacancies

Notice of all vacancies at ESBOCES in promotional and open competitive positions shall be emailed to all ESBOCES users at least five (5) business days before the expiration of the application deadline.

2. Applying for Vacancies

Unit members who desire to apply for such vacancies shall submit their applications, in writing, to the Asst. Superintendent for Human Resources within the time limit specified in the notice.

3. **Promotional positions are defined as follows:**

- a. Positions paying a salary differential and/or positions on the administrator/supervisor level, including positions as Asst. Superintendent, Director, Assistant Director, Systems Analysis Supervisor, Senior Systems Analyst, Systems Analyst, or such other positions that may develop.
- b. Each applicant for such a position who is not selected will be notified in writing.

ARTICLE 9 EXCESSING AND RECALL

A. ABOLITION OF POSITIONS

1. **Excessing**

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

For example:

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

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

ARTICLE 10 PROFESSIONAL CONDITIONS

A. JOB DESCRIPTION

1. **Duty Statements**

When new positions are created or the duties of existing positions are revised by the Board, the Board shall prepare a duty statement for such new

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

2. Priority of Shifts

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

ARTICLE 11 GRIEVANCE AND ARBITRATION

A. GRIEVANCE PROCEDURE

1. Grievance Procedure

- a. A "grievance" is a claim based upon an event or condition which affects the welfare and/or the condition of employment of a member of the Regional Data Processing Management and Supervisors Unit and/or the interpretation, meaning, or application of any of the provisions of this Agreement. A grievance must be filed within 30 days of its occurrence or within thirty (30) working days of the employee's knowledge of its occurrence.
- b. In actual practice, it shall be incumbent upon the CSEA Unit Grievance Committee to determine whether or not an alleged grievance has merit, and such decision shall, in effect, constitute the definition of the grievance.

2. Stage 1 - Immediate Supervisor

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

- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within ten (10) working days after the written grievance is presented to him, the supervisor shall render a decision therein, in writing, and present it to the member, his/her representative and the CSEA Unit Grievance Committee of the Regional Data Processing Management and Supervisory Unit.

3. Stage 2 - Chief Executive Officer

- a. If the unit member initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the unit member shall, within ten (10) working days, present the grievance to the Regional Data Processing Management and Supervisory Unit Grievance Committee for its consideration. The chairperson of the Grievance Committee will call the Committee into session.
- b. If the CSEA Unit Grievance Committee determines that the unit member has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Chief Executive Officer within ten (10) working days after the member has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- c. Within ten (10) working days after receipt of the appeal, the Chief Executive Officer or duly authorized representative shall hold a hearing with the member and the CSEA Unit Grievance Committee or its representative and other parties in interest.
- d. The Chief Executive Officer shall render a decision in writing to the member, the CSEA Unit Grievance Committee and its representative within ten (10) working days after the conclusion of the hearing.

4. Stage 3 - Board of Cooperative Educational Services

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

- b. Within thirty (30) working days after receipt of an appeal, the Board of Cooperative Educational Services shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- c. Within ten (10) working days after the conclusion of the hearing, the Board of Cooperative Educational Services shall render a decision, in writing, on the grievance.

5. Stage 4 - Commissioner of Education

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

B. PROTECTION

1. Reporting of Injury or Assault

- a. Unit members will immediately report all cases of injury and/or assault suffered by them in connection with their employment to their immediate supervisor, in writing, dated and signed.
- b. This report will be forwarded to the Board which will comply with any reasonable request from the unit member for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the unit member, the police and the courts.

2. Save Harmless From Financial Loss

- a. The Board agrees to save the unit members harmless from any financial loss, including reasonable attorney's fees, arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or omission to act by such unit member within or without the school building, provided such unit member, at the time of the act or omission complained of, was acting within the scope of his/her employment or under the direction of the Board.
- b. The Board agrees to save unit members harmless from any financial loss where members are required to handle Board of Cooperative Educational Services' money, provided that it can be proven that the loss was not due to the unit member's negligence.

ARTICLE 12 MISCELLANEOUS

A. MISCELLANEOUS

1. Copies of Agreement

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

2. Provisions Contrary to Law

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

3. Agreement Constitutes Board Policy

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

ARTICLE 13 SUBCONTRACTING

A. ESBOCES shall be permitted to subcontract work (hereinafter called "work") or use consultants to do work performed by members of the bargaining unit, within the parameters stipulated below, provided however, no members employed as of May 1, 1998, shall be excessed as a result of actions in this regard.

B. In such circumstances of using outside contractors or consultants:

1. ESBOCES shall provide written notice to the CSEA of its intent to contract out or consult; and for the duration of time such contract shall be in effect.

2. ESBOCES has an obligation to inform CSEA of its intentions. If the parties cannot agree on these intentions, then a Labor-Management meeting will be held to resolve the issues.

3. Any use of an outside contractor or consultant shall not diminish the exclusivity of the CSEA work.

4. ESBOCES shall use its best efforts to conduct job training for all current titles in this unit.

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

6. The use of outside contractors or consultants shall not result in the displacement of current employees, loss of positions or interfere with the Collective Bargaining Agreement in any way.

ARTICLE 14 STAFF DEVELOPMENT

Each unit member shall participate in twelve (12) hours of staff development training activities each fiscal year. Such activities shall be collaboratively designed by the unit member and his/her immediate supervisor and submitted for approval to the employee's Divisional Director. Whenever possible, ESBOCES will permit members of this unit to participate in ESBOCES-provided Staff Development for the Administrators or other ESBOCES groups. These hours shall be outside the regular duties of the employee and shall not entitle unit members to additional pay. Each employee must track their hours each year.

ARTICLE 15 LEGISLATION

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

DURATION OF AGREEMENT

This contract shall be effective as of July 1, 2021, and shall continue in effect through June 30, 2026.

FOR THE REGIONAL DATA PROCESSING
MANAGEMENT AND SUPERVISORY
NEGOTIATING UNIT

FOR THE BOARD OF COOPERATIVE
EDUCATIONAL SERVICES
FIRST SUPERVISORY DISTRICT

BY: 

District Superintendent

BY: 

President, D.P.M.M.

BY: 

Treasurer, D.P.M.M.

BY: 

Secretary, D.P.M.M.

DATED THIS 25th DAY OF January, 2024

APPENDIX A

EASTERN SUFFOLK BOCES Health Insurance For Retirees

Dear [name of retiree]:

The Board of Education and Eastern Suffolk BOCES have agreed with the representatives of your Union, to provide you, an employee who has given long and faithful service to our Agency, an assurance that you will receive medical insurance coverage during retirement years. It is for this reason that this letter is provided to you.

As a member of the CSEA Local 1000, Suffolk Educational Local 870 BOCES Regional Data Processing Management and Supervisory Unit, who has elected retirement under the terms of the New York State Employees' Retirement System, you are entitled to health insurance coverage into retirement under the terms of the July 1, 2021 through June 30, 2026 negotiated Collective Bargaining Agreement between the CSEA Local 1000, Suffolk Educational Local 870 BOCES Regional Data Processing Management and Supervisory Unit and ESBOCES for the term of your life. For your reference a copy of that Collective Bargaining Agreement is attached hereto.

APPENDIX B

403(b) Non-Elective Contribution

1. No Cash Option. No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.

2. Contribution Limitations. In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

3. In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

A. For all members in the New York State and Local Employees' Retirement System ("ERS") with a membership date before June 17, 1971, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the Employee in the calendar year of retirement. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-Elective Contribution; and

B. For all members in the ERS with a membership date in the ERS on or after June 17, 1971, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code in the calendar year of retirement.

4. The final average salary of all other members of the ERS (*i.e.* all ERS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC § 415, is more advantageous for those members.

5. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit in the year of retirement, such excess shall be reallocated to the Employee the following calendar year as an Employer Non-elective Contribution.

6. In the event that the Non-elective Contribution made in the calendar year following retirement exceeds the Contribution Limit, the Employer agrees to pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive any excess amount as compensation unless and until the

Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-Elective Contribution. Such contribution and excess compensation scheduled for the year following retirement are to be made no later than the 31st of January.

7. 403(b) Accounts. Employer contributions shall be deposited into the 403(b) account selected by the Employee. If the Employee does not designate a 403(b) account to receive Employer's contributions then the Employer shall deposit contributions, in the name of the employee, into any approved vendor under the Employer's written plan.

8. Tier I Adjustments. For Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State and Local Employees' Retirement System.

9. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non Elective Contributions and the amount of the participant's Includible Compensation.

10. All payments due under Article 6 the CBA as amended herein shall be made as an Employer Non-elective Contribution to the 403(b) account of each covered employee in accordance with the terms and conditions of this Agreement.

11. Death Benefit Language. Should a retired member die prior to actual completion of contributions to the 403(b) account by the Employer, the Employer shall nevertheless be required to make such Employer Non-elective Contributions attributable to the Retirement Leave in Article 6 of the CBA. Such contributions shall be made to the deceased member's 403(b) account, subject to the limitations of Code Section 415(c) as prescribed by Treasury Regulation Section 1.403(b)-4(d)(1) and (2), Example 3. If any portion of the Employer Non-elective Contribution cannot be contributed to the deceased member's 403(b) account due to the limitations of Code Section 415(c), such amount of the 403(b) contribution shall be forfeited and shall not be contributed to the 403(b) plan. However, in such event, a separate death benefit shall be paid to the estate of the deceased member as soon as practicable in an amount equal to the amount of such forfeited 403(b) contribution.

12. Hold Harmless. The 403(b) Provider shall provide the Employer with a hold harmless agreement, which shall be attached and incorporated herein by reference.

13. No Guarantee. The Employer makes no representation that the Employer Non-elective Contribution referred to herein will have any effect upon any employee's final average salary or ultimate retirement pension.

APPENDIX C – SALARIES

1. Starting salary for the unit members shall be:

	<u>2021/22</u>		<u>2022/23</u>	
	Min	Max	Min	Max
a) <u>Database Manager</u>	94,126	132,320	96,508	134,680
b) <u>Microcomputer/AV Repair Supv</u>	92,837	128,878	95,194	131,186
c) <u>Network Communications Manager</u>	95,416	134,250	97,824	136,639
d) <u>Principal Programmer Analyst</u>	96,706	134,891	99,140	137,290
e) <u>Principal Management Analyst</u>	95,416	133,605	97,824	135,985
f) <u>Programmer/Analyst</u>	88,967	125,021	91,247	127,271
g) <u>Senior Programmer/Analyst</u>	91,547	129,752	93,878	132,073
h) <u>Systems Programmer</u>	91,547	127,593	93,878	129,881
i) <u>Data Processing Operations Supervisor</u>	91,547	129,752	93,878	132,073
j) <u>Data Processing Systems Coordinator</u>	92,837	131,037	95,194	133,377
k) <u>Information Technology Security Coordinator</u>	83,640	117,354	85,813	119,490

	2023/24		2024/25		2025/26	
	Min	Max	Min	Max	Min	Max
<u>a) Database Manager</u>	99,930	137,894	103,428	141,162	107,005	144,485
<u>b) Microcomputer/AV Repair Supv</u>	98,586	134,340	102,054	137,548	105,600	140,810
<u>c) Network Communications Manager</u>	101,275	139,885	104,804	143,187	108,412	146,544
<u>d) Principal Programmer Analyst</u>	102,621	140,548	106,180	143,860	109,819	147,229
<u>e) Principal Management Analyst</u>	101,275	139,220	104,804	142,511	108,412	145,856
<u>f) Programmer/Analyst</u>	94,550	130,359	97,927	133,500	101,381	136,694
<u>g) Senior Programmer/Analyst</u>	97,240	135,242	100,678	138,465	104,193	141,743
<u>h) Systems Programmer</u>	97,240	133,014	100,678	136,199	104,193	139,439
<u>i) Data Processing Operations Supervisor</u>	97,240	135,242	100,678	138,465	104,193	141,743
<u>j) Data Processing Systems Coordinator</u>	98,586	136,569	102,054	139,814	105,600	143,114
<u>k) Information Technology Security Coordinator</u>	88,994	122,446	92,246	125,453	95,571	128,511