

AGREEMENT

BETWEEN

BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY

AND

LOCAL 342, UNITED MARINE DIVISION, ILA, AFL-CIO

July 1, 2011 - June 30, 2015

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ARTICLE I - THE AGREEMENT

Section 1. Recognition and Unit

The Board of Cooperative Educational Services of Nassau County (hereinafter referred to as the "Board" or "Nassau BOCES") recognizes Local 342, United Marine Division, ILA, AFL-CIO (hereinafter referred to as the "Union") as the sole and exclusive collective and negotiating representative for employees of the Department of Career and Technical Education employed as adult educators who work less than twenty (20) hours, and a minimum of three (3) hours of pupil contact hours per week.

Section 2. Priority of Agreement. Savings Clause

Should any part of this Agreement be declared unlawful or enforceable by legislation or a final decision of the highest court of competent jurisdiction, the remainder of the Agreement shall remain valid.

Section 3. Taylor Act Provision (Section 204a)

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION 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.

Section 4. Duration

This contract shall be in effect from July 1, 2011 through June 30, 2015.

Section 5. No Strike

The Union affirms that it does not assert the right to strike against the School District or any government, or to assist or participate in such a strike.

Section 6. Management Rights

The District is charged by law to have in all respects, the superintendence, management and control of the District, subject to the provisions of this Agreement. Except as expressly set forth herein, no provision of this Agreement is intended to abridge or violate, nor shall it have the effect of abridging or violating the rights or obligations accorded to or imposed upon the Nassau BOCES by the Education Law of the State of New York or any other law or rule or regulation having the force or effect of law.

ARTICLE II - UNION STATUS AND RIGHTS

Section 1. Dues Deduction and Remittance

The Board shall deduct union dues out of current wages payable to each employee of the Unit who has so authorized, or hereafter so authorizes, the deduction. Such deduction shall be made upon receipt of a duly executed payroll deduction authorization of the employee, prepared by the Union. The dues deducted will be submitted to the Union by the fifteenth (15th) of the following month with a computer printout sheet. During each school year, additions to the list of authorized membership dues deduction will be made if the Board receives a listing of the additions and employee authorization on or before December 15 of each year and within sixty (60) days of the date of the employee's employment, whichever is later.

Section 2. Miscellaneous

This Agreement is the result of collective negotiations between the Board and the Union which have been conducted under the requirements and directives of the Public Employees' Fair Employment Act (Taylor Law). The provisions of this Agreement supersede all conflicting policies and directives of the Board and may be changed only through the mutual agreements of the Board and Union. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor of this Agreement.

ARTICLE III - SALARY

Section 1. Salary Increases

Effective July 1, 2011, the salary of unit members shall be the same as the salary in effect on June 30, 2011; effective July 1, 2012, the salary of unit members shall be the same as the salary in effect on June 30, 2012; effective July 1, 2013, the salary of unit members in effect on June 30, 2013 shall be increased by 1%; and effective July 1, 2014, the salary of unit members in effect on June 30, 2014 shall be increased by 1%.

The foregoing salary increases are reflected in the attached Schedule "A."

Section 2. Salary Reduction Plan

Effective March 13, 2014, the BOCES "Salary Reduction Plan" established pursuant to Internal Revenue Service Code Section 125 shall be available to all unit members to the extent that the Nassau BOCES offers such plan to its employees. The Nassau BOCES retains

exclusive rights respecting said plan, and, in its sole discretion, may discontinue said plan at any time.

Section 3. Weather-Related Closing

In the event the Nassau BOCES has a weather-related closing of which unit members are notified in advance, unit members shall not be compensated during the period of such closing. However, in the event of an emergency closing due to inclement weather, unit members who are on the premises or job site shall receive compensation for at least one (1) hour or for actual time worked, whichever is greater; if such unit members remain on the premises or job site for at least two (2) hours, they shall receive compensation for three (3) hours notwithstanding the fact that their total hours worked may be less than three (3) hours.

ARTICLE IV - EMPLOYEE FRINGE BENEFITS

Section 1. Sick Leave

Unit members shall receive three (3) days per annum of sick leave to be used for absence due to personal illness of the unit member. If not used, the sick day may be accumulated in the member's sick leave bank. "Day" shall mean the unit member's regular hourly work day.

Section 2. Bereavement Leave

In the event of death in the immediate family (spouse, mother, father, sister, brother, child), unit members shall receive three (3) bereavement days per annum. "Day" shall mean the unit member's regular hourly work day.

Section 3. Library

Unit members shall be given access to the library located at Carle Place Center at times when the library is open, upon request by the unit member to the lead teacher.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1. Definition

The term grievance shall mean any claimed violation of an express provision of this Agreement.

Section 2. Procedure to be Followed

All grievances shall be processed in the following manner:

2.1 First Step

- 2.11 An employee who claims to have a grievance shall present the grievance to his/her supervisor, principal, or program coordinator, as the case may be, or to his/her designee within twenty (20) days after the grievance occurs, specifying the grievance and requesting a conference to discuss the grievance. Said conference shall occur within five (5) school days of the date of filing of the grievance.
- 2.12 The Supervisor shall discuss the grievance with the employee and shall initiate an investigation as he/she deems appropriate.
- 2.13 Within ten (10) days after the presentation of the grievance to the supervisor, said supervisor shall make his/her decision and communicate same in writing to the employee presenting the grievance and to the Department of Human Resources.

2.2 Second Step

- 2.21 If the grievance is not resolved by the supervisor on the basis of the first step, the Department of Human Resources as assisted by the Department's Executive Director or his/her designee shall receive all records and reports relative to the grievance.
- 2.22 The employee may request of the Executive Director of Human Resources a review of the determination made by the supervisor at the first step of this procedure. Said requests for review by the Executive Director of Human Resources shall be submitted in writing within seven (7) days after the receipt of the determination made at the first step of this procedure. A conference shall be scheduled within five (5) school days thereafter. The Executive Director of Human Resources or his/her designee will review the decision made at the first step of this procedure and make a determination within twenty (20) days of receipt of the request for a review following the aforesaid conference.

2.3 Third Step

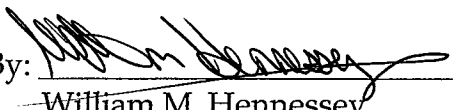
The employee may request in writing a conference with the District Superintendent or his/her designee to review the determination made at the first and second steps of this procedure. Said request must be submitted to the District Superintendent within seven (7) days after receipt of the determination made at the second step of this procedure. The Office of the Superintendent shall set a date for said conference

within seven (7) days of the receipt of the request and shall notify the appropriate individuals. The conference shall take place within fourteen (14) days of the receipt of this request. The District Superintendent or his/her designee shall submit to the employee and/or his/her representative a decision upon such review within twenty (20) days after the conclusion of said conference.

- 2.4 The decision of the District Superintendent or his/her designee may be appealed pursuant to law.
- 2.5 Nothing herein contained shall prohibit resort to remedies at law.
- 2.6 When a unit member, by his/her choice, is not represented in the grievance procedure by Local 342, United Marine Division, ILA, AFL-CIO, Local 342, United Marine Division, ILA, AFL-CIO shall have the right to be present and to state its views at all stages of the grievance procedure.
- 2.7 There shall be no limitations on the right of any grievant to discuss the matter informally with an appropriate Board representative provided, however, that no settlement of an informal nature shall be made of a grievance which is inconsistent with the provisions of this Agreement.

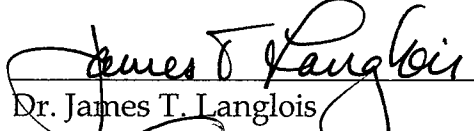
IN WITNESS WHEREOF, the parties have hereunto set their hands and executed this Agreement on the 26 day of January, 2015, at Garden City, New York.

LOCAL 342, UNITED MARINE
DIVISION, ILA, AFL-CIO

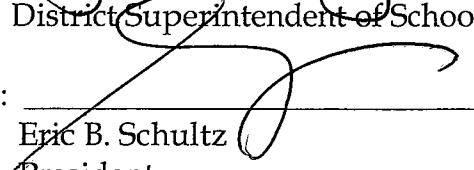
By: 

William M. Hennessey
President & General Manager

BOARD OF COOPERATIVE
EDUCATIONAL SERVICES OF
NASSAU COUNTY

By: 

Dr. James T. Langlois
District Superintendent of Schools

By: 

Eric B. Schultz
President

SCHEDULE "A"

Years of Service	7/1/11-6/30/13	7/1/13-6/30/14	7/1/14-6/30/15
New Hires			
Up to two years related experience	\$29.03	\$29.32	\$29.61
Three to four years related experience	\$30.32	\$30.62	\$30.93
Five to seven years related experience	\$31.64	\$31.96	\$32.28
Eight to ten years related experience	\$32.93	\$33.26	\$33.59
Eleven or more years related experience	\$34.24	\$34.58	\$34.93
Continuing Employees	0%	1%	1%