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Contract Database Metadata Elements

Title: **Miller Place Union Free School District and Miller Place Union Free School Operations Unit, CSEA Local 1000, AFSCME, AFL-CIO (2013) (MOA)**

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MILLER PLACE UNION FREE SCHOOL DISTRICT
OPERATIONS UNIT
C.S.E.A. INC., LOCAL 1000 AFSCME, AFL-CIO

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2013 - 2019 AGREEMENT

-Between-

**THE BOARD OF EDUCATION OF THE MILLER PLACE UNION FREE
SCHOOL DISTRICT
(herein called "District")**

-and-

**THE MILLER PLACE UFSD OPERATIONS UNIT, C.S.E.A. INC., LOCAL 1000,
AFSCME, AFL-CIO
(herein referred to as the "Unit")
For July 1, 2013 through June 30, 2019**

Section 204-A Taylor Law Revision: "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 providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval."

I. GRIEVANCE PROCEDURE

A grievance shall be defined as any violation, misinterpretation, or misapplication of the provisions of the agreement. Any grievance must be presented within thirty (30) days of the claimed violation, misinterpretation, or misapplication of the terms of the contract which is the subject of the grievance, or within thirty (30) days after the grievant knew or should have known of the facts and circumstances constituting the grievance. Any grievance not filed within the aforementioned time period shall be deemed waived.

1. Unit employees shall have the right to discuss with the building principal and/or supervisor any grievance.
2. If unit employees believe that their grievance has not been adequately dealt with by the building principal and/or supervisor for unit employees, or by the Assistant Superintendent for Business, they may request a meeting with the Superintendent or his designee. At this meeting, the unit employee may be represented by no more than two (2) other persons besides the grievant. The failure of the grievant to request in writing that the grievance proceed to the Superintendent's level of this procedure,

within ten (10) work days of receipt of the principal's and/or supervisor's decision, shall be deemed the grievant's acceptance of the principal's and/or supervisor's decision and a waiver of the right to proceed to any other level.

3. If the grievance has not been settled to the satisfaction of the unit employee after Step 2 above, the employee may petition the District in writing for binding arbitration. A request to proceed to arbitration must be received by Central Office within ten (10) days after receipt of the Superintendent's decision at Step 2. A failure of the employee to insure that a request for arbitration is received by Central Administration within the aforementioned time periods will be deemed as acceptance by the employee of the Superintendent's decision and shall constitute a waiver of the grievant's right to proceed to arbitration.
4. Arbitration shall be the last step of the grievance procedure. The parties select an arbitrator through the American Arbitration Association (AAA). The voluntary labor arbitration rules of the AAA shall apply to the selection of arbitrators and to the proceeding in so far as they relate to hearings, fees, and expenses. The arbitrator's fee and expenses will be shared equally by the parties.
5. Where groups of unit employees feel they have a grievance, they will follow the same procedures as outlined for an individual.

II. DISCIPLINE AND DISCHARGE

All bargaining unit employees in the noncompetitive and labor class who have been employed by the District prior to July 1, 1995 shall be entitled to the protection provided in Section 75 of the Civil Service Law of the State of New York upon completion of 36 months of continuous employment by the District; all bargaining unit employees in the noncompetitive and labor class hired by the District subsequent to June 30, 1995 shall be entitled to the protection provided in Section 75 of the Civil Service Law of the State of New York upon completion of the time waiting period as set forth in the statute.

III. PROMOTIONS

- A. In the event a promotion to a higher position for which there is an existing salary schedule, the employee will be placed on the same step of the salary schedule for the new title. When promotions are made to positions for which there is no existing schedule, the promoted employee shall be placed on the new schedule on a step providing a minimum of a ten (10%) percent salary increase.

- B. In the event of the necessity of demotion at any time during the probationary period, the salary shall revert to the salary earned by the employee before accepting the promotion.**

IV. WORKING HOURS, WORK RULES, AND CALENDAR

A. Work Week

Work week shall consist of five eight-hour days for full time unit employees. When an unit employee is called into work by the building principal and/or supervisor for an emergency, and if the hours to be worked in the emergency situation are not contiguous to regular working hours, the unit worker shall be guaranteed three (3) hours' time at the pay rate of time and one-half.

The lunch period shall be thirty (30) minutes and is included in the eight hour day.

When an employee leaves the building at any time, including lunch, he/she will punch out on a time card machine provided by the District, and punch back in when he/she returns.

B. Work Rules

Work rules shall be applied uniformly throughout the District and C.S.E.A. shall be advised of any new changes in policy or work rules prior to implementation. Each employee shall receive a copy of the school policy which pertains to the Operations Unit. Each employee shall be given a copy of their civil service job description.

C. Holidays

Full-time bargaining unit employees shall be allowed fifteen (15) paid holidays, effective with the 1997-98 school year, provided that Martin Luther King Day is not one of those holidays (because it falls in the snow season), and further provided that one of those fifteen (15) holidays is a "floating" holiday to be arranged by the mutual consent between C.S.E.A. and the District, subject to the following: the "floating" holiday may not be taken on a day when the students report to school, and no more than 1/3 of the Unit may select the same day, to be selected by the same order of preference used by the Unit members to determine vacations.

D. Work Year and Vacation Leave

1. The work year shall commence July 1, and shall end June 30.
2. Effective July 1, 2010, for full-time unit employees with a start date of July 1, the following vacation schedule shall be in effect:

Upon anniversary of year 1: 10 days to be used in the remainder of the work year delineated above

Upon completion of year 2: 10 days to be used in year 3

Upon completion of year 3: 10 days to be used in year 4

Upon completion of year 4: 10 days to be used in year 5

Upon completion of year 5: 15 days to be used in year 6

Upon completion of year 6: 15 days to be used in year 7

Upon completion of year 7: 15 days to be used in year 8

Upon completion of year 8: 15 days to be used in year 9

Upon completion of year 9: 20 days to be used in ear 10

In the 10th year of employment and thereafter, full-time unit employees may take up to twenty (20) days annually.

3. Effective July 1, 2010, full-time unit employees with a start date after July 1, shall receive vacation leave upon the anniversary of the first year of employment. After the first anniversary year, full-time unit employees will be placed on the July 1 vacation schedule thereafter.
4. A unit employee shall be permitted to take vacation days at any time during the year, from one (1) day to fifteen (15) days at a time, upon recommendation of the Plant Facilities Administrator and approval of the Deputy Superintendent. Requests for annual leave should be made to the Plant Facilities Administrator on or before June 1 for the next school year in order to ensure that most requests for vacation leave can be schedule and honored.
5. This vacation leave provision provides vacation for full-time unit employees only and does not apply to part-time unit employees.

E. Telephones

A telephone will be available in each building for incoming and outgoing calls. Evening and night shifts will be provided with one beeper per building.

F. 10 Month Full-Time Security Staff

- (1) The work year for ten (10) month security staff shall be from September 1 to June 30.**
- (2) Security Staff are required to report to work and attend Superintendent's Conference Day(s) conducted prior to September 1, and to work the full regularly scheduled shift hours of their work day, on such days.**
- (3) In the event of a delayed opening, early dismissal or closing of school due to emergency, inclement weather or other reason as determined by the Superintendent or her/his designee, security staff are required to report to work at their regularly scheduled start time, and to work the full regularly scheduled shift hours of their work day, on such days. Any previously requested and approved personal day would remain in effect.**

V. PHYSICAL EXAMINATIONS

- A. Unit employees shall have regular physical checkups upon beginning in the District and every two (2) year(s) thereafter. The Board reserves the right to require additional physical and mental examinations at the Board's expense when deemed necessary by the Board of Education.**
- B. Upon request of a family physician or the school physician, the requirement of a chest X-ray may be waived.**
- C. All school bus drivers must have a physical each year, by law.**
- D. If requested by the unit employee, the District shall provide full-time unit members with Hepatitis B and Tetanus inoculations. Furthermore, inoculation for Lymes Disease shall be provided by the District to full-time groundskeepers only. The frequency of such inoculations shall be as determined by the District's physician. The aforementioned inoculations shall be provided by the District only upon the request of such unit employees and only if deemed appropriate by the District's physician.**

VI. LEAVES OF ABSENCE**A. Sick Leave**

- 1. Unit employees shall be allowed one (1) sick leave day per month. During a full-time employee's first year of employment, the employee shall be credited with one (1) sick day per month; in the event that during a full-time employees' first year, he or she uses a number of sick days more than those already earned, up to a maximum number of sick days used which equal the maximum he or she can earn during the first year of employment, the employees salary will not be docked for such time, provided that at the end of the first year, the employee has not used more sick days than the total number of sick days earned during the first year. Sick leave shall be cumulative up to one hundred eighty (180) days of verified illness. In cases of illness involving more than the leave specified, the difference between the unit employees regular salary and the substitutes regular salary may be paid to the unit employee for the balance of the school year. Effective July 1, 2014, full-time employees may request payment for a maximum of five (5) days of accumulated unused sick days per employee per year at the discretion of administration, but only if the employee makes such request on or before June 1st of each fiscal year, and the employee has at least 30 accumulated unused sick days to his/her credit as of June 30th of the year of such request. Furthermore, such request may be granted only if the employee has used no more than three (3) sick days during the fiscal year of the request. Effective July 1, 2014, full-time employees may request payment for a maximum of ten (10) days of accumulated unused sick days per employee per year at the discretion of administration, but only if the employee makes such request on or before June 1st of each fiscal year, and the employee has at least 50 accumulated unused sick days to his/her credit as of June 30th of the year of such request. Furthermore, such request may be granted only if the employee has used no more than three (3) sick days during the fiscal year of the request. Sick day sell back shall be a ratio of one to one for this provision.**

- 2. Upon retirement, as accepted and approved by the New York State Employees Retirement System, a unit employee may sell back two (2) days of accumulated sick leave for one (1) day of leave up to a maximum of ninety (90) school days. For all employees employed subsequent to June 30, 1995, the maximum number of sick days which may be accumulated shall be sixty (60), in exchange for a maximum of thirty (30) days' pay at a rate of two for one.**

3. Beginning July 1, 2004, the calculation of sick and personal days for part time unit members shall be as follows:

<u>Hours and Days Worker Per Year</u>	<u>Sick</u>	<u>Personal</u>
3.5 Hours/5 days	12	2
5.0 Hours/5Days	12	2
8.0 Hours/2Days	4	2
9.0 Hours/2Days	5	2

B. Personal Business

1. A unit employee may be allowed four (4) days per year, effective with the 1996-97 school year, for reasons of personal business. All requests for personal business days must be submitted to the Superintendent, in writing, for approval three (3) days prior to the leave, whenever possible. Personal business days may not be taken contiguous to vacation periods or holidays. The following are examples of items that may be used for personal days: (a) legal; (b) family; (c) financial; and (d) illness in the household. The requirement for prior notice shall be waived for "illness in the household."
2. Unused personal days shall be applied to accumulated sick leave each year.

C. Death Leave

Leaves of up to five (5) days may be granted by the Superintendent for a death occurring in the unit employee's immediate family. "Immediate family" shall include the unit employees' mother, father, grandmother, grandfather, aunts, uncles, the unit employee's children, brothers and sisters, spouse, spouse's father and mother, and those persons permanently residing in the same household as the unit employee at the time of their death. These shall not be charged to personal days and do not need prior approval. Bereavement leave provisions apply to both full-time and permanent part-time unit employees.

D. Jury Duty

Unit employees shall receive full pay for time they are required to serve on jury duty when it is impossible to schedule such duty on non-school days. They shall return to the District any pay received for such duty except travel expenses which shall not be returned. Whenever possible, an unit employee shall schedule jury duty on other than work days. The provision for jury duty applies equally to both full-time and permanent part-time workers.

E. Leaves for Other Reasons

1. Leaves of absence for any other reason shall be deemed special cases and shall be acted upon by the Board of Education after due investigation and consideration.
2. Unit employees shall not continue to accrue vacation, sick and/or personal leave time, or seniority while on an approved leave of absence unless such accrual is mandated by law.

VII. SALARY SCHEDULE

- A. Those employees working the 11:00 p.m. to 7:00 a.m. shift are not entitled to the night differential for their shift. Therefore, employees working the 11:00 p.m. to 7:00 a.m. shift will receive only the 15% differential in this provision for these hours.
- B. A night differential of seventy-five cents (.75) per hour shall be paid to a unit employee for hours worked from after 3:00 p.m. up to 7:00 a.m. This night differential will only be paid for work after 3:00 p.m.; it shall not be paid for any day shift (i.e., 5:00 a.m. – 2:00 p.m., 6:00 a.m. – 2:00 p.m., etc.) hours worked prior to 3:00 p.m.
- C. All pay raises shall be effective July 1 of each year. If an employee was hired prior to January 2 of any given year, the employee shall move up a step on July 1. If an employee was hired on or after January 1 of any given year, the employee will not advance one step on July 1.
- D. Bus drivers shall be considered full-time, ten-month (10 month) employees. Their salary shall be determined by proration of salary schedule based on hours worked for ten (10) months of the year.
- E. Those employees who work the 3 pm to 11 pm shift will keep their night differential when sick, on vacation, and on holidays.
- F.
 1. Salary increases shall be in accordance with the attached salary schedules which are part of this negotiated contract.

2. Part time unit employees shall receive a flat dollar hourly increase as follows:

7/1/13-6/30/14	\$0.00
7/1/14-6/30/15	\$0.35
7/1/15-6/30/16	\$0.35
7/1/16-6/30/17	\$0.35
7/1/17-6/30/18	\$0.35
7/1/18-6/30/19	\$0.35

3. The School District may not hire a new full time unit employee on the same step or higher as current employee in same title except at step 00.
4. The part-time hourly rate for regularly appointed permanent part-time unit employees shall be at least \$0.50 greater than the hourly rate of substitutes.

The minimum starting hourly rate for a part-time unit employee will be as follows:

7/1/13	\$13.85
7/1/14	\$14.20
7/1/15	\$14.55
7/1/16	\$14.90
7/1/17	\$15.25
7/1/18	\$15.60

5. Effective July 1, 2005, at the discretion of Central Administration, unit members' pay may be processed by direct deposit as administered and supervised by Central Administration.

G. Longevity Payments

After 10 years of full-time service	-	\$500
After 10 years of part-time service	-	\$250
After 15 years of full-time service	-	\$ 800
After 15 years of part time service	-	\$ 400
After 20 years of full time service	-	\$1100
After 20 years of part-time service	-	\$ 500

H. Overtime

Overtime, when authorized in writing by the Building Principal, Immediate Supervisor, Assistant Superintendent for Business, or Superintendent, shall be paid on a time-and-one-half basis for Saturdays and weekdays, and double time for Sundays and holidays, for hours worked beyond forty (40) hours. Overtime must be offered to unit employees (first full-time, then part-time unit employees) before a substitute can be offered to work.

If an unit employee is called in by the District to shovel snow outside of his/her normal shift, he/she shall be paid at the rate of time-and-one-half.

Overtime shall be rotated according to building seniority and equalized as close as possible. Refusals shall count as time worked.

Overtime must be offered to unit employees before a substitute can work beyond forty (40) hours in any week.

I. Use of Personal Car

When an unit employee volunteers the use of his/her personal vehicle for school business he/she is to be paid at the rate set for all District employees by the Board of Education. Compensation will be paid quarterly during the year after the employee has submitted a detailed list concerning the use of his /her personal car. The school district will be responsible for insuring the employee and his/her vehicle while said vehicle is being used for official school business to the degree that the employee's own insurance does not provide coverage.

J. NYS Employees' Retirement System:

The District shall continue its practice of providing the retirement benefit contained in Section 41J of the New York State Retirement and Social Security Law pertaining to credit for accumulated/unused leave time as specifically delineated in such statute, for retirements accepted by the New York State Retirement System.

K. Out-of-Title Work

An unit employee who works in a higher paid title shall be compensated at the rate for such title from the sixth (6) day of such out-of-title work in any year.

L. Security Staff

The District and the unit agree to continue their discussions regarding the development of a salary schedule which memorializes the current hourly rate(s) of pay for security staff unit members.

VIII. INSURANCE-RETIREMENT-ANNUITIES**A. Health Insurance**

Except as otherwise set forth herein, effective July 1, 1997, the contribution for all unit employees hired as of July 1, 1995, shall be 10% of the cost of premium for both individual and family coverage. Effective July 1, 2014, the contribution for all unit employees hired as of July 1, 1995 and thereafter shall be increased to 11% of the cost of premium for both individual and family coverage. Effective July 1, 2015, the contribution for all unit employees hired as of July 1, 1995 and thereafter shall be increased to 12% of the cost of premium for both individual and family coverage. Effective July 1, 2016, the contribution for all unit employees hired as of July 1, 1995 and thereafter shall be increased to 13% of the cost of premium for both individual and family coverage. Effective July 1, 2017, the contribution for all unit employees hired as of July 1, 1995 and thereafter shall be increased to 15% of the cost of premium for both individual and family coverage. Effective July 1, 2014, the contribution for all unit employees hired prior to July 1, 1995 shall be 5% of the cost of premium for both individual and family coverage. Effective July 1, 2015, the contribution for all unit employees hired prior to July 1, 1995 shall be increased to 8% of the cost of premium for both individual and family coverage. Effective July 1, 2016, the contribution for all unit employees hired prior to July 1, 1995 shall be increased to 12% of the cost of premium for both individual and family coverage. Effective July 1, 2017, the contribution for all unit employees hired prior to July 1, 1995 shall be increased to 15% of the cost of premium for both individual and family coverage. Notwithstanding the above, employees hired on July 1, 2013 or thereafter shall contribute 10% to the cost of premium for both individual and family coverage. Notwithstanding the above, the contribution for employees hired on or after July 1, 2014 shall be 15% of the cost of premium for both individual and family coverage.

Employees whose spouses have the Family Empire Core Plus Enhancements Plan coverage equal to or better than that provided by the School District shall not be entitled to Family Empire Core Plus Enhancements health coverage provided by the District unless such

District health insurance is needed to provide coverage for dependents not covered by a spouse's plan or if maintenance of such plan is required to comply with a court order, separation agreement, or judgment predating July 1, 1991.

Such employee shall elect one of the following options:

- 1. \$1,000 in lieu of family coverage, paid annually, or**
- 2. individual coverage paid by the District.**

With respect to employees whose spouse is employed by the District, the employees will have the option of which employee will maintain the District's family plan. The other employee may choose between the options noted above or both may choose individual coverage to be paid for by the District

Should an employee thereafter become no longer covered by his/her spouse's said coverage, or is about to retire from the District, he/she shall be eligible for immediate reinstatement, at District expense, to the coverage of the District's Family Empire Core Plus Enhancements Program if the employee has dependents, or to the District's Individual Plan if no dependents.

The District and the Union strongly recommend that the employee contact the District's health insurance officer as soon the employee contemplates retirement.

The language in this section of the agreement shall be modified to reflect any changes in health insurance coverage from the Family Empire Core Plus Enhancements to another family plan if that occurs. However, this does not mean that there shall be no dual family coverage. The paragraph shall read exactly as paragraph one does above. For example: spouse has Family Choice Care, District changes to Family Choice Care. Family Choice Care would be substituted in paragraph two wherever Family Empire Core Plus Enhancements is now stated. If the District stays with Family Empire Core Plus Enhancements and spouse has Family Choice Care, employee does not lose Family Empire Core Plus Enhancements coverage. If an employee's spouse is self-insured, there will be no loss of family benefits.

The District shall have the right to switch health insurance carriers, providing however, that the benefits received by the bargaining unit members are equal to or greater than those provided by the then current Statewide Family Empire Core Plan Plus Enhancements or its replacement.

Upon receiving notice from the District of a contemplated change in health insurance carriers, the bargaining unit shall have sixty (60) days within which to study the proposed benefits and ascertain whether it believes such benefits to be equal to or greater than the then current health benefits. If the CSEA believes that the proposed carrier offers benefits that are not equal to or greater than the current health benefits, the bargaining unit shall within the aforementioned sixty (60) day period be entitled to file a written demand upon the District for expedited binding arbitration which shall determine whether or not the proposed health insurance carrier offers benefits equal to or greater than those provided by the then current Statewide Empire Core Plan Plus Enhancements or its replacement. A failure of the bargaining unit to file a demand for expedited binding arbitration shall be deemed a waiver of its right to demand same, in which case the District shall be entitled to change health insurance carriers as proposed and such carrier shall be deemed to provide benefits which are equal to or greater than those provided by the then current Statewide Empire Core Plan Plus Enhancements. The District shall not be entitled to switch health insurance carriers until aforesaid sixty (60) day period has expired without a demand for expedited binding arbitration, or until an arbitrator has issued an award where a timely demand for arbitration is made.

The District recognizes it has been an established practice to provide full-time association members with health insurance coverage into retirement provided the following criteria are met by such retirees:

1. The member must actually retire from the School District and such retirement must be accepted and approved by the New York State Employees' Retirement System;
2. The unit member is employed by the District a minimum of five (5) continuous/consecutive years;
3. The unit member must have been enrolled and be a participant in the District's health insurance program as of March 1 of the year of retirement;
4. The level of health insurance coverage in effect at the time of the unit member's retirement, whether individual or family, is the level of coverage;
5. Any unit member retiring with family coverage may elect to change the coverage in retirement to individual coverage at any time. However, upon changing the coverage to individual coverage, such

coverage may not be converted and/or changed back to family coverage.

6. With regard to the above-referenced health insurance for retirees, the District, pursuant to practice, will continue to pay one hundred (100%) percent of the premiums for individual health insurance coverage and thirty-five (35%) percent of the cost of premiums for family coverage. When the retiree and/or dependent reaches age sixty-five (65), the District will reimburse the retiree and/or the dependent cost of the District's share of Medicare premiums pursuant to law, regulation and contract, in effect at the time of such reimbursement.

B. New York State Employees Retirement System

Membership in the New York State Employees Retirement System will be paid in full for all eligible employees by the Board of Education, as provided by law. Permanent part-time employees are eligible to be placed in the Retirement System. Upon request, immediate application will be made by the District within five (5) working days. The plan in effect is 75-i.

C. Death Benefit

The Guaranteed Death Benefit (Section 60B) will be offered employees who are members of the New York State Employees Retirement System, if available, pursuant to current law.

D. Tax-Sheltered Annuities

The Board of Education will give every employee the opportunity to purchase a tax-sheltered annuity.

E. Disability Insurance

The District shall provide a disability insurance policy for full-time unit employees. For full-time unit employees the policy will pay up to sixty percent (60%) of the normal gross monthly salary; elimination period shall be ninety (90) calendar days; benefits shall be paid up to five (5) years for illness and up to age 65 for injury.

For permanent part-time unit employees, the District will provide a disability policy. The policy will pay up to fifty (50%) percent of average monthly wage; elimination period shall be sixty (60) days; benefits shall be paid up to two (2) years for illness and up to two (2) years for injury.

F. Life Insurance

The District will provide, at its own expense, a \$10,000 life insurance policy for eligible unit employees.

G. Alternative Coverages

The District may offer unit members alternative health insurance coverages or carriers not prohibited by NYSHIP. In this regard, any declination payment referred to above shall only apply in the event that an employee has declined all District health insurance coverages.

IX. VACANCIES

The President of the Operations Unit C.S.E.A. Unit shall be notified by the Superintendent or his designee about vacancies at the time applications are being sought for open positions. Present employees of the District shall be considered in the filling of such new positions or vacancies.

Any new position or vacancy, shall be posted in all buildings for a minimum of seven (7) calendar days exclusive of Federal holidays.

Where the Superintendent judges the qualifications of employee applicants to be equal, seniority will then be the basis for selection between any employee applicants for any new or vacant positions. The District agrees to notify the Unit President of the name of the person so appointed to such vacancy or new position simultaneously with the assignment of the employee.

X. UNIFORMS

Effective July 1, 2005, the Board of Education will provide full-time unit members with the equivalent of five (5) sets of uniforms per year; and the equivalent of three (3) sets of uniforms per year for part-time unit members. The District will not provide footwear to unit employees. The color, style, type and other specifications of such uniforms shall be determined by Administration in its discretion. Unit employees are required to wear the aforementioned uniforms at all times while at work. In addition to the aforementioned uniforms, groundskeepers and the security guards, who work outdoors on a regular basis for the District, shall be provided with foul weather gear in a quantity, type, color, style and specification as determined by

Administration. Replacement of such outdoor wear shall be within Administration's discretion on an as needed basis.

XI. LETTER OF EVALUATION

Each unit employee within the negotiating unit will receive an annual letter of evaluation from his/her immediate superior. Copies of the letter of evaluation are to be distributed to the employee and the Assistant Superintendent for Business and Director of Facilities. The letter of evaluation should include, but not be limited to a report on attendance, performance of duties, application of skills, notation of exceptional achievement, a description of responsibilities, and areas in need of improvement. Employees shall be permitted to respond in writing to the aforementioned evaluations provided such responses are filed with the supervisor conducting such evaluation within five (5) days after the employee's receipt of evaluation. Copies of the aforementioned letters of evaluation shall be filed in each unit member's District personnel file.

XII. SENIORITY CLAUSE

Districtwide seniority shall be based upon date of employment in the District for permanent full-time unit employees and will apply in cases of transfers, layoff, recalls up to one year and vacations. Building seniority shall be based upon length of service in a particular building and will be used in cases of scheduling annual leave. District seniority for permanent part-time unit employees will be based on total worked within two thousand-eighty (2,080) hours constituting one year of service.

XIII. RECOGNITION CLAUSE

The Board of Education of the Miller Place Union Free School District recognizes the Miller Place Union Free School District Operations Unit, CSEA, Inc., Local 1000, AFSCME, AFL-CIO as the sole and exclusive representative of the head custodians, custodians, maintenance mechanics, groundskeepers, senior custodians, guards, messengers and bus drivers who are not managerial/confidential, for the purposes of collective negotiations and processing of grievances for the maximum time period permitted under the Taylor Law.

XIV. DUES

The Board shall deduct from the wages of the unit employees and remit to C.S.E.A., Inc., regular membership dues for those employees who sign authorization permitting such payroll deductions.

XV. DENTAL PLAN

In the event the Miller Place Teachers' Association opts for a dental plan, unit employees will be given an opportunity to join the plan at their own expense provided insurance carrier permits.

XVI. AGENCY SHOP FEE

Pursuant to the passage of legislation enabling the implementation of Agency Shop Fee, the Board does hereby agree that no later than fifteen (15) days after the effective date of this Agreement or fifteen (15) days after the date of employment, whichever is later, each employee will pay to the collective bargaining agent each month a service charge toward the administration of this Agreement and the representation of such employee: provided, however, that each employee will have available membership in the Unit on the same terms and conditions as are available to every other member of the C.S.E.A. The service charge shall be an amount equal to the collective bargaining agent's regular fee, and monthly fees for each month thereafter in an amount equal to the regular and usual monthly fees. The Board shall deduct such fee in the same manner the membership dues are deducted.

The Association shall supply the Board with a list of names of nonmembers at least fifteen (15) days prior to the deduction of any Agency fee.

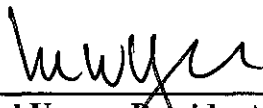
XVII. ARTICLE OF RATIFICATION

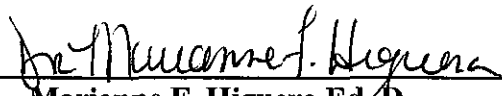
This Agreement is for the term of six (6) years, beginning July 1, 2013 and ending June 30, 2019. The parties agree that all foreseeable negotiable items have been discussed and, therefore, agree that negotiations shall not be reopened until January 1, 2019. The only reasons for the reopening of negotiations, would be any fringe benefit which the Operations Unit currently does not receive, and which is granted to the professional staff, or other employees of the District during the life of this agreement, is negotiable item and will be negotiated for during the life of this agreement.

The foregoing Agreement, made by and between the Miller Place UFSD Operations Unit, Local 1000, C.S.E.A. Inc., AFSCME, AFL-CIO and the Superintendent of Schools of said District, was approved and accepted.


IN WITNESS WHEREOF, the parties hereto have set their hands and seals
this 29 day of April, 2015

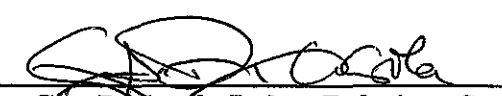
**BOARD OF EDUCATION OF THE MILLER PLACE UNION FREE
SCHOOL DISTRICT**

DATED: 4/29/15 BY: 
Michael Unger, President
Board of Education

DATED: 4/25/15 BY: 
Marianne F. Higuera Ed. D.
Superintendent

**MILLER PLACE UNION FREE SCHOOL
DISTRICT OPERATIONS UNIT, CSEA,
Inc., LOCAL 1000, AFSCME, AFL-CIO**

DATED: 4/24/15 BY: 
Cory Breines, President
Operations Unit President

DATED: 04/21/15 BY: 
Guy DiCosola Labor Relations Specialist
CSEA, Inc.

Miller Place Union Free School District
Miller Place, New York 11764

Salary Schedule
Full Time Custodian I and Bus Driver*

	0.00%	0.40%	0.60%	0.80%	0.90%	0.40%
Step	2013-14 Salary	2014-15 Salary	2015-16 Salary	2016-17 Salary	2017-18 Salary	2018-19 Salary
00	34,079	34,215	34,420	34,695	35,007	35,147
0	34,079	34,215	34,420	34,695	35,007	35,147
1	34,079	34,215	34,420	34,695	35,007	35,147
2	38,724	38,879	39,112	39,425	39,780	39,939
3	39,480	39,638	39,876	40,195	40,557	40,719
4	40,251	40,412	40,654	40,979	41,348	41,513
5	41,036	41,200	41,447	41,779	42,155	42,324
6	41,840	42,007	42,259	42,597	42,980	43,152
7	42,659	42,830	43,087	43,432	43,823	43,998
8	43,495	43,669	43,931	44,282	44,681	44,860
9	44,345	44,522	44,789	45,147	45,553	45,735
10	45,213	45,394	45,666	46,031	46,445	46,631
11	46,101	46,285	46,563	46,936	47,358	47,547
12	47,005	47,193	47,476	47,856	48,287	48,480
13	47,928	48,120	48,409	48,796	49,235	49,432
14	48,866	49,061	49,355	49,750	50,198	50,399
15	49,825	50,024	50,324	50,727	51,184	51,389
16	n/a	50,774	51,079	51,488	51,951	52,159
17	n/a	51,536	51,845	52,260	52,730	52,941
18	n/a	52,309	52,623	53,044	53,521	53,735
19	n/a	53,094	53,412	53,839	54,324	54,541
20	n/a	53,890	54,213	54,647	55,139	55,360

*Bus Drivers work ten (10) months and receive 10/12 of the salaries listed above.
See Article VII of the Agreement for shift differentials, longevity payments and part time employee compensation.

Miller Place Union Free School District
Miller Place, New York 11764

Salary Schedule
Full Time Head Custodian

	0.00%	0.40%	0.60%	0.80%	0.90%	0.40%
Step	2013-14 Salary	2014-15 Salary	2015-16 Salary	2016-17 Salary	2017-18 Salary	2018-19 Salary
00	45,375	45,557	45,830	46,197	46,613	46,799
0	45,375	45,557	45,830	46,197	46,613	46,799
1	45,375	45,557	45,830	46,197	46,613	46,799
2	51,090	51,294	51,602	52,015	52,483	52,693
3	52,089	52,297	52,611	53,032	53,509	53,723
4	53,112	53,324	53,644	54,073	54,560	54,778
5	54,154	54,371	54,697	55,135	55,631	55,854
6	55,219	55,440	55,773	56,219	56,725	56,952
7	56,303	56,528	56,867	57,322	57,838	58,069
8	57,408	57,638	57,984	58,448	58,974	59,210
9	58,535	58,769	59,122	59,595	60,131	60,372
10	59,687	59,926	60,286	60,768	61,315	61,560
11	60,863	61,106	61,473	61,965	62,523	62,773
12	62,058	62,306	62,680	63,181	63,750	64,005
13	63,279	63,532	63,913	64,424	65,004	65,264
14	64,526	64,784	65,173	65,694	66,285	66,550
15	65,794	66,057	66,453	66,985	67,588	67,858
16	n/a	67,048	67,450	67,990	68,602	68,876
17	n/a	68,054	68,462	69,010	69,631	69,910
18	n/a	69,074	69,489	70,045	70,675	70,958
19	n/a	70,110	70,531	71,095	71,735	72,022
20	n/a	71,162	71,589	72,162	72,811	73,102

See Article VII of the Agreement for shift differentials, longevity payments and part time employee compensation.

Miller Place Union Free School District
Miller Place, New York 11764

Salary Schedule
Guard - 10 Month

	0.00%	0.40%	0.60%	0.80%	0.90%	0.40%
Step	2013-14 Salary	2014-15 Salary	2015-16 Salary	2016-17 Salary	2017-18 Salary	2018-19 Salary
00	31,387	31,513	31,702	31,955	32,243	32,372
0	31,387	31,513	31,702	31,955	32,243	32,372
1	31,387	31,513	31,702	31,955	32,243	32,372
2	35,487	35,628	35,843	36,129	36,454	36,600
3	36,182	36,327	36,545	36,838	37,169	37,318
4	36,891	37,038	37,261	37,559	37,898	38,049
5	37,613	37,763	37,990	38,294	38,639	38,793
6	38,350	38,503	38,734	39,044	39,396	39,553
7	39,102	39,258	39,494	39,810	40,168	40,329
8	39,868	40,028	40,268	40,590	40,955	41,119
9	40,651	40,813	41,058	41,387	41,759	41,926
10	41,448	41,614	41,864	42,199	42,579	42,749
11	42,263	42,432	42,687	43,028	43,416	43,589
12	43,092	43,264	43,524	43,873	44,268	44,444
13	43,939	44,115	44,380	44,735	45,138	45,318
14	44,804	44,983	45,253	45,615	46,026	46,210
15	45,682	45,864	46,139	46,508	46,927	47,114
16	n/a	46,552	46,832	47,207	47,632	47,823
17	n/a	47,250	47,534	47,914	48,345	48,538
18	n/a	47,959	48,247	48,633	49,070	49,267
19	n/a	48,679	48,971	49,363	49,807	50,006
20	n/a	49,409	49,705	50,103	50,553	50,756

See Article VII of the Agreement for shift differentials, longevity payments and part time employee compensation.

Miller Place Union Free School District
Miller Place, New York 11764

Salary Schedule
Full Time Custodian II, Grounds I,
Maintenance I and Guard

	0.00%	0.40%	0.60%	0.80%	0.90%	0.40%
Step	2013- 14 Salary	2014- 15 Salary	2015- 16 Salary	2016- 17 Salary	2017- 18 Salary	2018- 19 Salary
00	37,664	37,815	38,042	38,346	38,691	38,846
0	37,664	37,815	38,042	38,346	38,691	38,846
1	37,664	37,815	38,042	38,346	38,691	38,846
2	42,584	42,754	43,011	43,355	43,745	43,920
3	43,418	43,592	43,854	44,205	44,603	44,781
4	44,269	44,446	44,713	45,071	45,477	45,659
5	45,135	45,316	45,588	45,953	46,367	46,552
6	46,020	46,204	46,481	46,853	47,275	47,464
7	46,922	47,110	47,393	47,772	48,202	48,395
8	47,842	48,033	48,321	48,708	49,146	49,343
9	48,781	48,976	49,270	49,664	50,111	50,311
10	49,738	49,937	50,237	50,639	51,095	51,299
11	50,715	50,918	51,224	51,634	52,099	52,307
12	51,710	51,917	52,229	52,647	53,121	53,333
13	52,727	52,938	53,256	53,682	54,165	54,382
14	53,765	53,980	54,304	54,738	55,231	55,452
15	54,818	55,037	55,367	55,810	56,312	56,537
16	n/a	55,863	56,198	56,648	57,158	57,387
17	n/a	56,700	57,041	57,497	58,014	58,246
18	n/a	57,551	57,896	58,359	58,884	59,120
19	n/a	58,414	58,765	59,235	59,768	60,007
20	n/a	59,290	59,646	60,123	60,664	60,907

See Article VII of the Agreement for shift differentials, longevity payments and part time employee compensation.

Miller Place Union Free School District

Miller Place, New York 11764

**Salary Schedule
Maintenance II**

	0.00%	0.40%	0.60%	0.80%	0.90%	0.40%
	2013-	2014-	2015-	2016-	2017-	2018-
Step	14	15	16	17	18	19
	Salary	Salary	Salary	Salary	Salary	Salary
00	41,250	41,415	41,663	41,996	42,374	42,543
0	41,250	41,415	41,663	41,996	42,374	42,543
1	41,250	41,415	41,663	41,996	42,374	42,543
2	46,445	46,631	46,911	47,286	47,712	47,903
3	47,354	47,543	47,828	48,211	48,645	48,840
4	48,284	48,477	48,768	49,158	49,600	49,798
5	49,232	49,429	49,726	50,124	50,575	50,777
6	50,199	50,400	50,702	51,108	51,568	51,774
7	51,184	51,389	51,697	52,111	52,580	52,790
8	52,189	52,398	52,712	53,134	53,612	53,826
9	53,214	53,427	53,748	54,178	54,666	54,885
10	54,261	54,478	54,805	55,243	55,740	55,963
11	55,330	55,551	55,884	56,331	56,838	57,065
12	56,417	56,643	56,983	57,439	57,956	58,188
13	57,527	57,757	58,104	58,569	59,096	59,332
14	58,659	58,894	59,247	59,721	60,258	60,499
15	59,812	60,051	60,411	60,894	61,442	61,688
16	n/a	60,952	61,317	61,808	62,364	62,613
17	n/a	61,866	62,237	62,735	63,300	63,553
18	n/a	62,794	63,171	63,676	64,249	64,506
19	n/a	63,736	64,118	64,631	65,213	65,474
20	n/a	64,692	65,080	65,601	66,191	66,456

See Article VII of the Agreement for shift differentials, longevity payments and part time employee compensation.

Miller Place Union Free School District

Miller Place, New York 11764

Salary Schedule
Full Time Grounds II and Maintenance III

	0.00%	0.40%	0.60%	0.80%	0.90%	0.40%
Step	2013- 14 Salary	2014- 15 Salary	2015- 16 Salary	2016- 17 Salary	2017- 18 Salary	2018- 19 Salary
00	45,375	45,557	45,830	46,197	46,613	46,799
0	45,375	45,557	45,830	46,197	46,613	46,799
1	45,375	45,557	45,830	46,197	46,613	46,799
2	51,090	51,294	51,602	52,015	52,483	52,693
3	52,089	52,297	52,611	53,032	53,509	53,723
4	53,112	53,324	53,644	54,073	54,560	54,778
5	54,154	54,371	54,697	55,135	55,631	55,854
6	55,219	55,440	55,773	56,219	56,725	56,952
7	56,303	56,528	56,867	57,322	57,838	58,069
8	57,408	57,638	57,984	58,448	58,974	59,210
9	58,535	58,769	59,122	59,595	60,131	60,372
10	59,687	59,926	60,286	60,768	61,315	61,560
11	60,863	61,106	61,473	61,965	62,523	62,773
12	62,058	62,306	62,680	63,181	63,750	64,005
13	63,279	63,532	63,913	64,424	65,004	65,264
14	64,526	64,784	65,173	65,694	66,285	66,550
15	65,794	66,057	66,453	66,985	67,588	67,858
16	n/a	67,048	67,450	67,990	68,602	68,876
17	n/a	68,054	68,462	69,010	69,631	69,910
18	n/a	69,074	69,489	70,045	70,675	70,958
19	n/a	70,110	70,531	71,095	71,735	72,022
20	n/a	71,162	71,589	72,162	72,811	73,102

See Article VII of the Agreement for shift differentials, longevity payments and part time employee compensation.

Miller Place Union Free School District

Miller Place, New York 11764

Salary Schedule
Full Time Maintenance IV

	0.00%	0.40%	0.60%	0.80%	0.90%	0.40%
Step	2013- 14 Salary	2014- 15 Salary	2015- 16 Salary	2016- 17 Salary	2017- 18 Salary	2018- 19 Salary
00	49,911	50,111	50,412	50,815	51,272	51,477
0	49,911	50,111	50,412	50,815	51,272	51,477
1	49,911	50,111	50,412	50,815	51,272	51,477
2	56,199	56,424	56,763	57,217	57,732	57,963
3	57,298	57,527	57,872	58,335	58,860	59,095
4	58,423	58,657	59,009	59,481	60,016	60,256
5	59,569	59,807	60,166	60,647	61,193	61,438
6	60,740	60,983	61,349	61,840	62,397	62,647
7	61,933	62,181	62,554	63,054	63,621	63,875
8	63,148	63,401	63,781	64,291	64,870	65,129
9	64,390	64,648	65,036	65,556	66,146	66,411
10	65,656	65,919	66,315	66,846	67,448	67,718
11	66,950	67,218	67,621	68,162	68,775	69,050
12	68,263	68,536	68,947	69,499	70,124	70,404
13	69,607	69,885	70,304	70,866	71,504	71,790
14	70,978	71,262	71,690	72,264	72,914	73,206
15	72,374	72,663	73,099	73,684	74,347	74,644
16	n/a	73,753	74,195	74,789	75,462	75,764
17	n/a	74,859	75,308	75,910	76,593	76,899
18	n/a	75,982	76,438	77,050	77,743	78,054
19	n/a	77,122	77,585	78,206	78,910	79,226
20	n/a	78,279	78,748	79,378	80,092	80,412

See Article VII of the Agreement for shift differentials, longevity payments and part time employee compensation.

Salary Schedule

Full Time Maintenance V

	0.00%	0.40%	0.60%	0.80%	0.90%	0.40%
	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
Step	Salary	Salary	Salary	Salary	Salary	Salary

00	54,901	55,121	55,452	55,896	56,399	56,625
0	54,901	55,121	55,452	55,896	56,399	56,625
1	54,901	55,121	55,452	55,896	56,399	56,625
2	61,819	62,066	62,438	62,938	63,504	63,758
3	63,027	63,279	63,659	64,168	64,746	65,005
4	64,265	64,522	64,909	65,428	66,017	66,281
5	65,526	65,788	66,183	66,712	67,312	67,581
6	66,814	67,081	67,483	68,023	68,635	68,910
7	68,126	68,399	68,809	69,359	69,983	70,263
8	69,463	69,741	70,159	70,720	71,356	71,641
9	70,827	71,110	71,537	72,109	72,758	73,049
10	72,215	72,504	72,939	73,523	74,185	74,482
11	73,644	73,939	74,383	74,978	75,653	75,956
12	75,090	75,390	75,842	76,449	77,137	77,446
13	76,569	76,875	77,336	77,955	78,657	78,972
14	78,077	78,389	78,859	79,490	80,205	80,526
15	79,611	79,929	80,409	81,052	81,781	82,108
16	n/a	81,128	81,615	82,268	83,008	83,340
17	n/a	82,345	82,839	83,502	84,254	84,591
18	n/a	83,580	84,082	84,755	85,518	85,860
19	n/a	84,834	85,343	86,026	86,800	87,147
20	n/a	86,106	86,623	87,316	88,102	88,454

See Article VII of the Agreement for shift differentials, longevity payments and part time employee compensation.