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Contract Database Metadata Elements

Title: **Miller Place Union Free School District and Miller Place Union Free School Secretarial and Clerical Unit, CSEA Local 1000, AFSCME, AFL-CIO (2010) (MOA)**

Employer Name: **Miller Place Union Free School District**

Union: **Miller Place Union Free School Secretarial and Clerical Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000**

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2010-2013 AGREEMENT

-BETWEEN-

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

-AND-

THE MILLER PLACE UFSD SECRETARIAL AND CLERICAL UNIT

C.S.E.A., INC., LOCAL 1000,

AFSCME, AFL-CIO

MILLER PLACE SCHOOL UFSD SECRETARIAL AND
CLERICAL UNIT
C.S.E.A. INC., LOCAL 1000 AFSCME, AFL-CIO

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2010-2013 AGREEMENT

-Between-

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

-and-

**THE MILLER PLACE UFSD SECRETARIAL AND CLERICAL UNIT
C.S.E.A. INC., LOCAL 1000, AFSCME, AFL-CIO
(herein called "Association")
For July 1, 2010 to June 30, 2013**

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 by 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) work 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) work days after the grievant knew or should have known of the facts and circumstances constituting the grievance. Any grievance not filed with the aforementioned time period shall be deemed waived.

A. Building Employees

- 1. Secretaries and clerical employees shall have the right to discuss with the Designated Supervisor any grievance.**
- 2. If the secretaries and clerical employees feel that their grievance has not been adequately dealt with by the Designated Supervisor, they may request a meeting with the Superintendent. At this meeting, the secretarial or clerical 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) days of the supervisor's decision, shall be deemed the grievant's**

acceptance of the 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 secretarial or clerical 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 ensure 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.

Arbitration shall be the last step of the grievance procedure. The parties will 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.

4. Where groups of secretaries and clerical employees of the Association feel they have a grievance, they will follow the same procedures as outlined for an individual.
5. These rules shall also apply to grievances filed by Central Office employees who are members of the bargaining unit, except that such employees may file their grievances and proceed directly to the immediate supervisor or the Superintendent.
6. The decision of the Designated Supervisor and/or the Superintendent shall be rendered in writing within ten (10) work days from the date of the employee's meeting with the Designated Supervisor and/or the Superintendent, depending upon the stage of the grievance.

B. SECRETARIES AND CLERICAL EMPLOYEES

The term "Secretaries and Clerical Employees" or "Secretarial and Clerical" as used in this provision shall refer to all bargaining unit members. This language is not meant to effect any substantive changes over conditions as they existed prior to July 1, 1991.

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; 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

When a position is vacated or a new position becomes available, the President of the MPSCA shall be informed by the District before the position is posted.

An employee shall receive a pay raise equal to that of the difference between the job titles under "beginning pay scale."

IV. WORKING HOURS AND CALENDAR

A. Work Week

The work week shall consist of five seven-hour days, including lunch of 45 minutes duration. During July and August, it shall be the intention of the Superintendent to set up a shortened workday schedule, additional hours to be worked only if it becomes necessary.

B. Holidays and Vacations

During the school year, the secretarial and clerical staff shall be entitled to all holidays and vacations as scheduled on the school calendar for the year. Should it become necessary to work during these vacations, those who are called to work will be paid at the rate of time-and-one half.

C. Work Year

The work year for ten-month secretarial and clerical employees shall commence on September 1 and terminate on June 30.

D. Vacations

During an employee's first year of employment (ending June 30), the employee shall accrue vacation leave at the rate of .833 days per

month, said vacation to be used during the months of July and August immediately following the employee's date of hire.

Twelve (12) month secretarial and clerical employees shall be entitled to two (2) weeks vacation during the second through fourth years of employment. However, this allotment of two (2) weeks of vacation shall not be given to employees until after they have completed one (1) full year of continuous employment in the District; three weeks during the fifth through ninth years of employment; and four weeks thereafter.

After an employee's first year, an employee may take up to one half of the employee's vacation during the school year (September through June), provided; a) that the employee has obtained the approval of the employee's immediate supervisor or principal and the Superintendent, or only the Superintendent if the employee is a Central Office Employee; b) that the employee has provided the employee's immediate supervisor, principal, and Superintendent with reasonable written notice; c) an employee shall not take more than one week's vacation consecutively during the school year.

Vacation days that cannot be taken because of scheduling by the School District shall be paid to the employee at the end of each school year.

In the event an employee separates or is separated from the District, such employee shall be paid for any accrued unused vacation time.

E. Emergency School Closing

When school is closed on an emergency basis because of weather conditions or other emergency conditions, the secretarial and clerical employees shall not be required to report to work. If conditions improve, the staff may be called in to work if there is urgent work to be done.

Should there be an early dismissal due to snow emergency or other emergency conditions, part-time workers who have appeared for work and are dismissed shall be paid their normal scheduled hours. This shall not apply to scheduled early dismissals, or to school closings, or to late openings.

F. Working Alone

No member of the bargaining unit shall be required to work alone in any building.

V. PHYSICAL EXAMINATIONS

The Board reserves the right to require physical and mental examinations at the Board's expense when deemed necessary by the Board of Education.

VI. LEAVES OF ABSENCE

A. Maternity Leave

Maternity leave shall be administered per current State and Federal Law.

B. Sick Leave

1. Secretarial and clerical employees shall be allowed ten (10) days sick leave per annum for ten-month employees; twelve (12) days per annum for twelve-month employees. Sick leave shall be cumulative up to one hundred-eighty (180) days of verified illness. In case of illness involving more than the leave specified, the difference between the secretarial and clerical employee's regular salary and the substitute's salary may be paid to the absent employee at least for the balance of the school year. The Superintendent and the Unit President shall meet to review utilization of this benefit on an individual basis.
2. Sick leave shall be prorated for continuously employed part-time secretarial and clerical employees in the following manner: The District shall credit, at the beginning of the employee's work year, a number of hours equal to the number of hours in the employee's normal work day per calendar month of sick leave for each month of planned employment.

Full sick leave credit for the year through June 30, will be allocated upon completion of probationary appointment and annually thereafter for permanent part-time employees. Sick leave shall be cumulative up to one hundred-eighty (180) days.

Employees who have not yet completed their first year of service shall be entitled to prorated sick leave at the rate of one sick day for each month of service during the first year of service. Only upon completion of the first full year of service will an employee be entitled to take sick days as delineated in paragraph B1.

3. Upon retirement, as accepted and approved by the New York State Retirement System, the District shall pay one day's pay for each two days of unused accumulated sick leave. Full pay shall mean the customary pay for one (1) normal day's work based upon latest salary during the month immediately preceding retirement. A secretary or clerical employee may use two (2) days of accumulated sick leave for one (1) day of leave with full pay 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 days pay at a rate of one for two.

C. Personal Business

1. A full-time secretary or clerical employee will be allowed three (3) days per year (non-cumulative) 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 leave, whenever possible. Personal business days may not be taken contiguous to vacation days or holidays. The following are examples of items that may be used for personal days: (1) legal, (2) family, (3) financial, (4) illness in the household. The requirement for prior notice shall be waived for "illness in the household."

2. Full-time employees shall be permitted to convert one (1) unused personal day to sick leave each year. Part-time employees shall not be permitted to convert unused personal days to accumulated sick leave.
3. All permanent part-time secretarial or clerical employees will be granted two (2) personal leave days per year with full pay.

D. Death Leave

Death leaves of up to five (5) days may be granted by the Superintendent for a death occurring in the employee's immediate family. Immediate family shall include mother, father, grandmother, grandfather, spouse, spouse's father and mother, the employee's children, brothers, sisters, in-laws, aunts, uncles, and any person who at the time of their death permanently resided with the employee. These shall not be charged to personal days

and do not need prior approval. Death leave provisions apply equally to both full-time and permanent part-time secretarial and clerical employees.

E. Jury Duty

Secretarial and clerical 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. The provision for jury duty applies equally to both full-time and permanent part-time secretarial and clerical employees.

F. Leaves for Other Reasons

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

VII. SALARY SCHEDULE

A. Salary

1. Salaries for each year of the agreement shall be in accordance with the incremental step system attached hereto.
2. All full-time employees receive the following pay raises:

7/1/10-6/30/11 - 1.5% + step

7/1/11-6/30/12 - 1.5% + step

7/1/12-6/30/13 - 1.5% + step

3. All employees holding the title Computer Lab Assistant with Board approval, will continue to receive an off-schedule payment of \$2,400.00 each year;

All employees holding the title Senior Clerk Typist and Senior Stenographer with Board approval, will continue to receive an off-schedule payment of \$1,385.00 each year;

All employees holding the title Office Application Specialist with Board approval, will continue to receive an off-schedule payment of \$2,000.00 each year;

All employees holding the title of Teaching Assistant with Board approval, will be placed on the ten-month Stenographers' existing salary schedule; the placement of all such Teaching Assistants, including those who have served as aides or in other capacities for the District, on a particular step of the salary schedule when the employee starts as a Teaching Assistant, shall be within the discretion of Administration. However, nothing contained herein shall require Administration to place such an employee at other than Step 1.

- 4. Permanent part-time employees receive the following pay raises:**

7/1/10-6/30/11 - \$0.40/per hour

7/1/11-6/30/12 - \$0.40/per hour

7/1/12-6/30/13 - \$0.40/per hour

- 5. Starting salary for new part-time unit members:**

7/1/10-6/30/11 - \$11.97/per hour

7/1/11-6/30/12 - \$12.37 per hour

7/1/12-6/30/13 - \$12.77/per hour

- 6. For all those employees moving from part-time to full-time (from hourly to incremental step): the employee's hourly salary shall be annualized and said employee will be put on the appropriate step closest to, but not less than, this amount within his/her job title.**

- 7. Effective July 1, 2005, at the discretion of Central Administration, unit members' pay may be processed and/or paid by direct deposit as administered by Central Administration.**

- 8. For all those employees receiving a promotion: if said employee is a ten-month employee and is made a twelve-month employee, said employee's salary will first be adjusted to twelve months. Then the employee will receive the difference in pay between the titles on step1, have this**

added to his/her salary, and then put on the appropriate step closest to, but not less than, this amount in the new job title.

For an employee going from a twelve-month to a twelve-month or ten-month to a ten-month position, the second sentence of the above applies.

To be eligible for the total increase, an employee must have completed six months of employment as of June 30 of each year, or they move to the new minimum. This applies to both hourly and full-time employees.

B. Longevity Payments (Based on Date of Employment)

Full-time employees shall receive the following:

After 10 years - \$500 After 15 years - \$800 After 20 years - \$1100

The prorated payments for part-time employees are as follows:

After 10 years - \$300 After 15 years - \$450 After 20 years - \$600

Effective July 1, 2005 and thereafter, the applicable longevity payments shall be paid in a lump sum annually in June of each year. For the 2004/05 school year only, employees will receive the balance if any, of any applicable longevity payments for the 2003/04 school year and the applicable longevity payments for the 2004/05 school year; in June 2005.

C. Overtime

Overtime, when authorized by the designated supervisor, will be compensated by cash payment at time-and-one half.

D. Summer Salary

If a ten-month employee is requested to work during July or August, the Board will pay the same salary rate as the employee is paid the rest of the year.

E. Starting Salaries

Please see attached salary schedules.

F. Temporary Replacements

Additional compensation will be given a clerical employee replacing a clerical employee with a higher salary on a temporary basis at the salary rate of the absent employee. This would apply for time worked after the first two (2) weeks of replacement excluding vacations upon written recommendation of the immediate supervisor and approval of the Superintendent.

Upon return to regular duties at the conclusion of the temporary duties, the employee's salary shall return to that which existed before the temporary duty. Such return to salary shall not be considered a "demotion" as described in other sections of this agreement.

Part-time employees would move to hourly rate of the absent employee.

G. Compensation

All pay raises shall be effective at the start of the school year. If an employee was hired prior to January 1 of any given year, the employee shall be advanced by the appropriate percentage in effect. If an employee was hired on or after January 1 of any given year, the employee will not be advanced by the appropriate percentage in effect.

H. Use of Personal Car for School Business

Bargaining unit members shall not be required to utilize their personal vehicle for District purposes. However, if for any reason employees, with prior approval, must use their personal car for school business, they will be reimbursed for mileage at the District's current rate.

I. Pay Periods

Employees shall have the option, to be exercised by so informing the Assistant Superintendent for Business by June 15, of receiving their annual pay in either 21 or 26 installments.

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

Effective July 1, 1997, the employee contribution for all unit employees hired as of July 1, 1995 and thereafter shall be 10% of the cost of the premium for both individual and family coverage. For purposes of this provision part-time employees of the District prior to July 1, 1995 converting to full-time employment after June 30, 1995 shall not be deemed to be new employees, and employees of the District prior to July, 1995 who are not participants in the health insurance plan and who first become participants of the plan subsequent to June 30, 1995 shall not be deemed to be new employees.

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 employee 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 recommends that employees contact the District health insurance officer as soon as the employee contemplates retirement.

The language in this section of the agreement shall be modified to reflect any changes in health insurance 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 two 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 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 Board of Education shall provide the cost of Family Empire Plan Core Plus Enhancements Health Insurance Plan, or a health insurance plan as agreed to under conditions stated above, for full-

time employees and for part-time employees who work twenty (20) hours or more.

B. New York State Employees Retirement System

The Board of Education shall provide the cost of the New York State Employees Retirement membership for all eligible employees as provided by State law. This includes part-time as well as full-time employees. The District will cover all Tier I and Tier II employees under the Retirement Plan 75i.

C. Tax-Sheltered Annuities

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

D. Death Benefits

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.

E. Disability Insurance

The District shall provide a disability insurance policy for full-time secretarial and clerical employees. For full-time 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.

Permanent part-time employees in the District shall have the option of continuing the existing disability policy at the premium currently paid by the District but to be paid by the employee.

F. Life Insurance

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

G. Benefits Information

All new employees will be given an information packet to include a copy of the new contract, health insurance and life insurance, N.Y.S. Retirement information, tax-shelter plans, and credit union and disability insurance.

H. 41J Benefits

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 Employees Retirement System.

IX. VACANCIES

Except during July and August, notice of vacancies shall be in writing and shall be published and posted in all buildings at least seven (7) working days prior to the filing of same, except in the case of emergencies. These notices will set forth a description of the position and qualifications required. In the event a vacancy occurs during the months of July and August, the vacancy will be sent to the President of the Unit whose responsibility it will be to advise all unit employees.

At a meeting, immediately upon hiring, the District shall provide all new employees with an information packet (as indicated in VIII,G. above) to include a copy of the new contract, health and life insurance information, N.Y.S. Retirement information, tax-shelter plans, credit union, disability insurance, etc.

The District shall supply the President of the Unit with the names and addresses and Civil Service Title and position of all new clerical, secretarial, aides, monitors, etc., hired within thirty (30) days after hiring. The District shall also provide the President of the Unit with a written copy of notices of vacancies one (1) day prior to posting, however this requirement shall not apply to July and August and not be subject to the grievance procedure.

X. SENIORITY CLAUSE

A. Seniority shall be based upon length of continuous service in the District and applies during layoffs, recalls for up to one year by registered mail, and for vacancies. The seniority clause applies equally to full-time and part-time secretarial and clerical employees. The District will notify an employee a minimum of two (2) weeks prior to termination or layoff.

B. Layoff Procedures

For the sake of establishing seniority rights, the Unit and District agree to create the following categories:

Part-time Aides and Monitors

**Full-time Aides and Monitors
Computer Lab Assistants
Teacher Assistants**

In the event a computer lab assistant(s) is abolished, the employee(s) holding this position(s) will move over to the appropriate seniority list (full-time or part-time) in their order of hiring date.

XI. RECOGNITION CLAUSE

The Miller Place School District recognizes the C.S.E.A., Inc. as the sole and exclusive representative for collective negotiations with respect to salaries, wages, hours, and other terms and conditions of employment for all full-time and part-time secretarial and clerical employees of the District, including monitors, teachers aides, non-competitive part-time clerical employees, computer lab assistants, teacher assistants and computer applications specialist.

XII. DUES

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

XIII. 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 the 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 to her membership in the Association 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.

XIV. DENTAL PLAN

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

XV. EVALUATIONS

Unit members shall be evaluated on an annual basis by the employee's immediate supervisor. The District reserves the right to determine the criteria to be used in evaluating employees, the supervisor and/or administrator to perform such evaluations, the frequency of evaluations, the forms used, and other rights it has pursuant to law, policy, practice and its management prerogative.

XVI. ARTICLE OF RATIFICATION

This Agreement is for the term of three (3) years, beginning July 1, 2010. Should the Miller Place UFSD Secretarial and Clerical Unit, C.S.E.A. Inc., Local 1000, AFSCME, AFL-CIO wish to negotiate for the period following June 30, 2013, the Board of Education shall be notified of the decision on or before January 1, 2013. The absence of such notification shall automatically extend this Agreement for one (1) year.

The parties agree that all foreseeable negotiable items have been discussed and, therefore, agree that negotiations shall not be reopened, except as indicated in the preceding paragraph, until January 2013.

The foregoing Agreement, made by and between the Miller Place Secretarial and Clerical Unit, Local 1000, C.S.E.A. Inc., AFSCME, AFL-CIO and the Chief School Administrator of said District, was approved and accepted this

_____ day of _____ 2010

SCHOOL ADMINISTRATION:

BOARD OF EDUCATION:

By Susan G. Hodun
Susan G. Hodun, Interim Superintendent

By James Moran
James Moran, President

THE MILLER PLACE UFSD SECRETARIAL AND CLERICAL UNIT, C.S.E.A. INC, LOCAL 1000, AFSCME, AFL-CIO:

C.S.E.A. INC.

By Janice Flaiz
Janice Flaiz, President

By Rachel Langert
Rachel Langert, LRS
Labor Relations Specialist

**12 Month Stenographer
Salary Schedule**

	1.5%	1.5%	1.5%
Step	2010-11	2011-12	2012-13
1	31,637	32,112	32,594
2	32,220	32,703	33,194
3	32,813	33,305	33,805
4	33,421	33,922	34,431
5	34,040	34,551	35,069
6	34,673	35,193	35,721
7	35,318	35,848	36,386
8	35,978	36,518	37,066
9	36,650	37,200	37,758
10	37,337	37,897	38,465
11	38,041	38,612	39,191
12	38,757	39,338	39,928
13	39,488	40,080	40,681
14	40,235	40,839	41,452
15	40,998	41,613	42,237
16	41,770	42,397	43,033
17	42,559	43,197	43,845
18	43,364	44,014	44,674

**10 Month Stenographer/Teacher Assistant
Salary Schedule**

	1.5%	1.5%	1.5%
Step	2010-11	2011-12	2012-13
1	26,821	27,223	27,631
2	27,305	27,715	28,131
3	27,803	28,220	28,643
4	28,307	28,732	29,163
5	28,823	29,255	29,694
6	29,350	29,790	30,237
7	29,889	30,337	30,792
8	30,438	30,895	31,358
9	30,998	31,463	31,935
10	31,571	32,045	32,526
11	32,156	32,638	33,128
12	32,754	33,245	33,744
13	33,363	33,863	34,371
14	33,987	34,497	35,014
15	34,621	35,140	35,667
16	35,265	35,794	36,331
17	35,922	36,461	37,008
18	36,593	37,142	37,699

**12 Month Clerk Typists, Teacher Aides
Computer Aides, Library Aides
Salary Schedule**

	1.5%	1.5%	1.5%
Step	2010-11	2011-12	2012-13
1	27,018	27,423	27,834
2	27,502	27,915	28,334
3	27,999	28,419	28,845
4	28,503	28,931	29,365
5	29,020	29,455	29,897
6	29,548	29,991	30,441
7	30,086	30,537	30,995
8	30,635	31,095	31,561
9	31,196	31,664	32,139
10	31,769	32,246	32,730
11	32,354	32,839	33,332
12	32,950	33,444	33,946
13	33,560	34,063	34,574
14	34,183	34,696	35,216
15	34,819	35,341	35,871
16	35,465	35,997	36,537
17	36,125	36,667	37,217
18	36,797	37,349	37,909

**10 Month Clerk Typists, Teacher Aides
Computer Aides, Library Aides
Salary Schedule**

	1.5%	1.5%	1.5%
Step	2010-11	2011-12	2012-13
1	22,971	23,316	23,666
2	23,376	23,727	24,083
3	23,788	24,145	24,507
4	24,209	24,572	24,941
5	24,639	25,009	25,384
6	25,080	25,456	25,838
7	25,528	25,911	26,300
8	25,985	26,375	26,771
9	26,453	26,850	27,253
10	26,931	27,335	27,745
11	27,416	27,827	28,244
12	27,915	28,334	28,759
13	28,423	28,849	29,282
14	28,941	29,375	29,816
15	29,471	29,913	30,362
16	30,009	30,459	30,916
17	30,558	31,016	31,481
18	31,119	31,586	32,060

**12-Month Account Clerk Typist
Salary Schedule**

	1.5%	1.5%	1.5%
Step	2010-11	2011-12	2012-13
1	35,123	35,650	36,185
2	35,760	36,296	36,840
3	36,409	36,955	37,509
4	37,071	37,627	38,191
5	37,746	38,312	38,887
6	38,435	39,012	39,597
7	39,138	39,725	40,321
8	39,854	40,452	41,059
9	40,585	41,194	41,812
10	41,331	41,951	42,580
11	42,091	42,722	43,363
12	42,867	43,510	44,163
13	43,658	44,313	44,978
14	44,465	45,132	45,809
15	45,288	45,967	46,657
16	46,128	46,820	47,522
17	46,984	47,689	48,404
18	47,858	48,576	49,305

3/23/10

MEMORANDUM OF AGREEMENT

Except as modified herein, the collective bargaining agreement between the BOARD OF EDUCATION OF THE MILLER PLACE UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "District" or the "Board") and the MILLER PLACE UNION FREE SCHOOL DISTRICT SECRETARIAL AND CLERICAL UNIT, CSEA, INC., LOCAL 1000, AFSCME, AFL-CIO (hereinafter referred to as the "Association"), expiring on June 30, 2010, shall remain in full force and effect.

This Memorandum shall be subject to ratification by the Board of Education and the Membership of the Unit. The parties' respective negotiating teams agree to recommend such ratification to their principals.

- 1. Term: July 1, 2010 to June 30, 2013.
- 2. Salary Increases for Full-Time Unit Members:
1.5% year 1, 1.5% year 2; and 1.5% year 3. (Note: plus any applicable increment).
- 3. Salary Increase for Part-Time Unit Members:
Salary Increases for Permanent Part-Time Unit Members: \$0.40 per hour year 1; \$0.40 per hour year 2; and \$.40 per hour year 3.
- 4. Starting Salaries for New Part-Time Unit Members:
\$11.97 per hour year 1; \$12.37 per hour year 2; and \$12.77 per hour year 3.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates below written.

MILLER PLACE U.F.S.D

Dated: 4/28/10

Ann O'Brien
ANN O'BRIEN, President
Board of Education

Dated: 4/28/10

Susan G. Hodun
~~DR. AGATHA P. KELLY~~ Susan G. Hodun
Acting Superintendent of schools

MILLER PLACE SECRETARIAL & CLERICAL UNIT,
CSEA, INC. LOCAL 1000, AFSCME, AFL-CIO

Dated: 4/15/2010


JANICE FLAIZ, President

CSEA, INC., LOCAL 1000 AFSCME, AFL-CIO

Dated: 4/15/10


ANTONETTE SOUCIE, LRS

1000

Office of
The Deputy Superintendent
Miller Place Union Free School District

MEMORANDUM

TO: Janice Flaiz, President, Miller Place Clerical Union

FROM: Marianne F. Higuera *M F Higuera*

DATE: February 4, 2009

RE: Memorandum of Agreement – Retirement Incentive

As promised, enclosed for your records, please find a fully executed Memorandum of Agreement for the Retirement Incentive offered by the Miller Place Board of Education for your union members. This Agreement was approved by the Board of Education at their meeting of January 28, 2009.

Should you have any questions, please feel free to contact me.

Enclosure

C: Dr. Grace J. Brindley, Superintendent of Schools (with copy of enclosure)
Mrs. Susan Hodun, Assistant to the Superintendent for Personnel (with original document)
Mrs. Patricia Chapin, District Clerk (with original document)
Mr. Richard J. Guercio, District Counsel (with original document)
✓ Mrs. Ann Fuchs, Payroll (with copy of enclosure)

1/27/09

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, dated this 28th day of January, 2009, by and between the BOARD OF EDUCATION, MILLER PLACE UNION FREE SCHOOL DISTRICT (hereinafter referred to as "the Board" or "the District") and the MILLER PLACE CLERICAL UNIT, CSEA, Inc., Local 1000, AFSCME, AFL-CIO (hereinafter referred to as "the Association") is constituted as follows:

1. This agreement provides for a one-time retirement incentive for the 2008/09 school year only, and shall not apply to retirements effective subsequent to June 30, 2009.

2. The following are the requirements for members of the bargaining unit to qualify for this retirement incentive:

a. Unit members must voluntarily and irrevocably resign through the submission of an irrevocable letter of resignation from their current employment positions for the purposes of retirement (irrespective of whether the employee will receive full or reduced retirement benefits), and they must submit their application for retirement simultaneously with such letter of resignation, or no later than thirty (30) days after such submission of a letter of resignation, to the New York State Employees' Retirement System and must actually retire pursuant to such resignation and application, as accepted and approved by such retirement system.

b. All resignations for the purposes of retirement must be effective June 30, 2009 and must be irrevocable.

c. This retirement incentive is not applicable to bargaining unit members who have been the subject of any type of disciplinary action and/or proceeding. Furthermore, the incentive is not applicable to bargaining unit members who fail to apply for, or attempt to withdraw, or withdraw, their applications for retirement filed with the aforementioned retirement system, or who do not actually retire as accepted and approved by such retirement system, within the parameters set forth herein.

d. Bargaining unit members retiring pursuant to this incentive shall retain all rights and benefits as specifically set forth and delineated in their collective bargaining agreement for retirees, for which they are eligible.

e. This retirement incentive shall not be construed as a past practice or an amendment or other change to any collective bargaining agreement and as aforementioned, shall not be effective beyond June 30, 2009. This agreement and its terms, provisions and benefits shall expire on June 30, 2009.

f. All irrevocable letters of resignation for the purposes of retirement pursuant to this agreement must be received by the Superintendent of Schools no later than February 1, 2009.

g. Pursuant to this agreement, bargaining unit members who meet the aforementioned eligibility criteria, who have filed an irrevocable letter of resignation for the purposes of retirement pursuant to this agreement no later than February 1, 2009, and who actually retire as delineated herein, shall receive in addition to any applicable contractual retirement benefit, a one-time lump sum payment of Ten Thousand (\$10,000.00) Dollars per retiree.

h. This retirement incentive shall not be effective unless and until this Memorandum of Agreement is fully executed, reviewed, accepted, approved and ratified by the Board of Education and the representatives of the CSEA, who have executed this agreement.

i. The aforementioned representatives of the CSEA hereby affirm that they have full authority to execute, and authorize this agreement, and to bind the unit's membership to its terms. The representatives also affirm that this is a material representation which has been relied upon by the District and which induced the District to enter into this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this document on the dates below written:

Dated: 4/30/09

Ann O'Brien
ANN O'BRIEN
President,
Board of Education
MILLER PLACE UFSD

Dated: 1/30/09

Grace J. Brindley
Dr. GRACE J. BRINDLEY
Superintendent of Schools
MILLER PLACE UFSD

Dated: 1/28/2009

Janice Flanz
President,
MILLER PLACE
CLERICAL UNIT

Dated: 1/28/09

Toni Soucie
TONI SOUCIE
Labor Relations Specialist
CSEA, Inc.