AGREEMENT

by and between the

MIDDLE COUNTRY
CENTRAL SCHOOL DISTRICT

and the

MIDDLE COUNTRY SCHOOL DISTRICT
OPERATIONS UNIT #877700
CSEA INC., LOCAL 1000,
AFSCME, AFL-CIO,
A UNIT OF LOCAL 870

July 1, 2022 - June 30, 2028

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This Agreement entered into by the Middle Country Central School District (hereinafter referred to as the Employer or District) and Middle Country School District Operations Unit #877700, CSEA, Inc. Local 1000, AFSCME, AFL-CIO, a unit of Local 870 (hereinafter referred to as the Association) has as its purpose the promotion of harmonious relations between the Employer and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

TAYLOR LAW NOTICE

IT IS UNDERSTOOD 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.

PURPOSE OF INTENT

1. The Employer and the Association encourage to the fullest degree friendly and cooperative relations at all levels.

WORK RULES

2. The District agrees that the provisions of this agreement shall supersede any work rule which may be in conflict with this agreement.

The District reserves the right to promulgate and enforce work rules related to the employees' working relationship with the District, provided such work rules do not conflict with a specific provision of this agreement.

The Association agrees that the District shall have the right to alter any "terms and conditions of employment" not specifically covered herein after prior notification and discussion with the Association.

RECOGNITION

3. The Employer recognizes the Association as the sole and exclusive representative of all employees denoted in paragraph number 4 of this article for the purpose of establishing salaries wages, hours and other terms and conditions of employment as well as for the processing of grievances and the administration of the agreement between the parties for the term of this agreement.

4. All employees listed in Appendix "A" shall be a part of and included in the bargaining unit.

UNION SECURITY

Checkoff of Union Dues

5. The Employer agrees to deduct Association membership dues in accordance with the amount certified by the Association to the Employer and to maintain such dues deductions in accordance with the terms and conditions of the form of Authorization for Payroll Deduction of Association Dues provided by the Association and acceptable to the Employer from the pay of all employees who have executed such authorization for payroll deduction of Association dues. Any changes in the amount of Association dues to be deducted must be certified by the Association in writing and forwarded to the Employer.

6. Insurance deductions for the Association will be allowed if found feasible based on computer specifications and the desires of the membership.

Bulletin Boards

7. The Employer agrees to provide adequate space on bulletin boards for exclusive use of the Association to post notices at each work installation. The use of such facilities must not be used for posting material of a derogatory nature and shall be confined to legitimate Association business.

Access to Premises

8. The Employer agrees to permit representatives of the Association to enter the premises of the Employer for individual discussion of working conditions with employees, provided such representatives do not unduly interfere with the performance of duties assigned to the employees. The Employer agrees that with prior permission the Association may use school facilities for regular, special committee meetings.

HOURS OF WORK

Regular Hours, Workday

9. Regular hours for full-time, year-round employees shall be eight (8) hours per workday. Overtime for any employee shall not begin until after eight (8) hours per day or forty (40) hours per week. Unit members regularly assigned to a particular building shall have the right of first refusal for the four (4) hour custodial overtime that may arise due to the absence of a regularly assigned custodian.

Workweek

10. The workweek for the bargaining unit employees shall be forty (40) hours per week.

11. The normal workweek shall be Monday through Friday, with the exception of the Custodial C shift, which will be from 11:00 P.M. Monday to 7:00 A.M. Saturday for employees hired prior to July 1, 1984. Members of the unit hired on or after July 1, 1984 and volunteers may work other than a Monday through Friday workweek.

Except as set forth below, unit members shall work a reduced work week during the summer recess consisting of four (4) consecutive days (either Monday through Thursday or Tuesday through Friday). Said days shall be determined by the Superintendent of Schools. Summer recess shall begin with the Monday following the week of high school graduations and end the week prior to the week District teachers report for the new school year. Any unit member may be required to work a five-day week during summer recess and for any week when that occurs, the unit member will be granted a compensatory day to be taken at a time that is mutually agreed upon between the employee and supervisor.

Work Shift

12. The regular work shift shall consist of eight (8) hours which shall include a paid lunch period of thirty (30) minutes. Certain divisions may be allowed a one-hour unpaid lunch period which shall not be counted in the eight (8) hour work shift upon mutual agreement of the Association and the Employer.

Work Schedule

13. During the months of July and August, the Superintendent of Schools, in her/his sole discretion, may implement a flexible work week.

14. Work schedules showing the employees' shifts, workdays and hours shall be posted on a department or building basis as appropriate.

Rest Periods

15. All employees who work more than four (4) hours shall be entitled to a fifteen (15) minute rest period for every such four (4) hour period.

HOLIDAYS

16. Members of the Union shall be entitled to sixteen (16) paid holidays per year when school is not in session which shall include Juneteenth, Independence and Labor Days. The remainder of the days shall be mutually agreed upon by the parties. Discussions as to what the remaining holidays shall take place in September.

Eligibility Requirements

17. The holiday schedule shall apply to full-time, twelve (12) month employees.

18. Employees shall be eligible for holiday pay under the following conditions:

(a) The employee would have been scheduled to work on such day if it had not been observed as a holiday, unless the employee is on a day off, vacation, layoff or sick leave, and

(b) The employee worked his/her last scheduled workday prior to the holiday, unless he/she is excused by the Employer and also works the first scheduled day after the holiday.

HOLIDAY PAY

19. Eligible employees shall be paid one (1) day's pay for each of the holidays listed. Eligible employees who work on any of the listed holidays shall receive two times their regular rate of pay.

VACATION SCHEDULE

District-wide Vacation

20. Full-time year-round personnel shall accrue vacations according to the following schedule. However, the first two weeks of such vacation must be taken at the time of the District-wide shutdown if enacted by the District, except that the District shall be allowed to assign a skeleton staff of employees during such period.

In the event a shutdown is mandated by the State or Federal government, the parties shall meet and negotiate the impact of such mandate.

After 1 year - 2 weeks
After 2 years - 2 weeks, 1 day
After 3 years - 2 weeks, 2 days
After 4 years - 2 weeks, 3 days
After 5 years - 3 weeks
After 6 years - 3 weeks, 1 day
After 7 years - 3 weeks, 2 days
After 8 years - 3 weeks, 3 days
After 9 years - 3 weeks, 4 days
After 10 years - 4 weeks

Vacation Accrual Schedule by Year of Days Earned per Month

1st year earned	-	.83 days per month
2nd year earned	-	.92 days per month
3rd year earned	-	1.00 days per month
4th year earned	-	1.08 days per month
5th year earned	-	1.25 days per month
6th year earned	-	1.33 days per month
7th year earned	-	1.42 days per month
8th year earned	-	1.50 days per month
9th year earned	-	1.58 days per month
10th year earned	-	1.66 days per month

Choice of Vacation

21. Only full-time year-round employees shall be entitled to vacation benefits. Vacation periods shall be taken each year.

At least fifty (50%) percent of employees' annual allotment of vacation days must be taken in units of no less than five (5) work days.

Employees shall have the option to sell back a total of five (5) unused vacation days each year at full salary. Request for such payment shall be made by June 1st and payment for such days shall be made as a separate check in the first pay period in July.

The Employer shall post the vacation schedule for those employees entitled to vacation beyond the shutdown, and selections shall be made on the basis of job-title seniority. Members of the unit assigned to a building shall make selections based on their job-title seniority within the building. Employees must give thirty (30) days advance notice in writing of selection of vacation beyond the shutdown. Requests for vacation for the months of June and/or July must be submitted by April 1st, in order for seniority to prevail with regard to scheduling. Requests for vacation for the month of August shall be submitted by May 1st in order for seniority to prevail with regard to scheduling.

Changes in the scheduling of vacation may be made in the event of an emergency.

Holiday during Vacation Period

22. If a paid holiday is observed during the period in which a vacation is scheduled, equivalent vacation time shall be granted at a time agreed upon by the employee and the Employer.

Vacation Rights

23. Any employee who is laid off, retired or involuntarily separated from service shall be compensated in cash for "accrued" vacation time. Such compensation shall be on a pro rata basis and shall be computed starting July 1st of each year.

24. In the case of the death of the employee, such payment under 23 above shall be made to the employee's estate.

Workers' Compensation

25. Employees will not lose pay during a compensation case when the employee is covered by earned sick leave, but must reimburse the District for that amount paid the employee by the compensation board. Sick leave may be reinstated by purchase by the employee on a pro-rated basis for monies received from a compensation case.

LEAVES OF ABSENCE

Eligibility Requirements

26. Employees may be eligible for leaves of absence after three (3) years when approved by the Board of Education. Such leave in all cases shall comply with the rules and regulations of the Suffolk County Civil Service Commission.

Application for Leaves

27. Any request for a leave of absence shall be submitted in writing on the appropriate District form by the employee to his/her Supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

28. Authorization for a leave of absence shall be furnished to the employee in writing.

29. Any request for a leave of absence shall be answered within a thirty (30) day period when possible, but in no event more than a forty-five (45) day period.

30. A request for an emergency leave of absence, not exceeding one (1) month, shall be answered by the administration as soon as possible.

PAID LEAVE

Bereavement Leave

31. Bereavement leave shall consist of three (3) consecutive workdays or three (3) aggregate. Bereavement leave shall be allowed for the following deaths: mother, father, sister, brother, husband, wife, mother-in-law, father-in-law, half-brother, half-sister, children and step-children, grandmother, grandfather, grandchildren, foster mother, foster father. Other reasons for bereavement leave not mentioned may be granted upon approval of the Superintendent of Schools. Bereavement leave shall not be deducted from sick leave or vacation time.

32. Additional bereavement days may be allowed at the discretion of the Superintendent.

Sick Leave and Personal Leave

33. Members of the unit hired prior to July 1,1990, shall accumulate seventeen (17) days of sick leave per year, three (3) of which may be used for reasons other than personal illness. Members of the unit hired on or after July 1, 1990, shall accumulate twelve (12) days of sick leave per year, three (3) of which may be used for reasons other than personal illness for their first two (2) years of employment. Thereafter, such employees shall be treated the same as pre July 1, 1990 employees.

Leave shall accrue at the rate of one (1) day for each month worked up to one hundred eighty (180) days. Leave time shall be computed in multiples of a half or full day.

Requests for leave for other than personal illness must be in writing and received by the Superintendent's designee five (5) working days in advance of the time the employee is requesting time off. A statement expressing the purpose for the leave shall be indicated on the leave request form including the general categories of Medical, Financial, Legal or Family.

In emergency situations, the five (5) working day prior approval procedures may be waived.

Members of the unit who use three (3) days or less per school year of sick and personal leave, may opt to be paid for one-half of the unused days for that year, up to a maximum of eight (8) days at the rate of $55.00 per day. The maximum payable under this formula shall be $440.00. The remaining unused days shall be applied to the employee's accrued leave days. Payments shall be made in the first pay period in December. Employees shall notify the District in writing of their intention to exercise this option by the last day of the school year. To be eligible, employees must work eleven (11) months of the year.

Effective July 1, 2013, members of the unit must have a minimum of thirty (30) sick days in the sick bank ending June 30th of the previous school year to be eligible to sell back up to five (5) sick days at full salary. Effective July 1, 2013, members of the unit must have fifty (50) or more sick days accumulated in the sick bank by June 30th of the previous school year to be eligible to sell back up to eight (8) sick days at full salary. The remaining unused days shall be applied to the employee's accrued leave days. Of the accumulated seventeen (17) or twelve (12) days of sick leave per year as noted above, members of the unit can only use a maximum of six (6) sick days or personal days in each school year. If the member is out sick for three (3) or more days, at the discretion of the Superintendent of Schools or his/her designee, the member may still be eligible for sick payout as set forth above with a required doctor's note. Payment for these days will be paid in a separate check the following school year the first week in December, effective as of the 2013-14 school year. Employees shall notify the District in writing of their intention to exercise this option by the last day of the school year. To be eligible, employees must work eleven (11) months of the year.

34. Upon request of the administration, a doctor's certificate shall be furnished by the employee after three (3) consecutive days of sick leave. In cases of suspected abuse, the District may require a doctor's certificate for any absence. In such cases, prior notice shall be given to the concerned employee.

35. Sick leave may not be claimed during holidays and vacations, provided, however, that an employee may appeal to the Superintendent or his/her designee to change vacation time to sick leave where conditions warrant. The decision of the District, however, shall be final and shall not be subject to grievance.

Extended Sick Leave

36. Members of the unit with three (3) or more years of service shall be eligible for extended sick leave beyond their accrued sick leave equivalent to twice the amount of accrued sick leave at

the time of commencement of the extended illness with a minimum of ninety (90) working days and a maximum of one (1) school year, provided they meet the following eligibility requirements:

A. A signed physician's note must be supplied by the employee to the Personnel Office attesting to the fact that the employee is under a doctor's care and will be unable to report to work because of health reasons for a minimum of twenty-five (25) calendar days.

B. Only employee illness which confines the employee to a hospital or his/her home will qualify (aside from office calls to his/her physician).

C. The District's doctor must agree that the illness referred to in "B" requires confinement to home or hospital and that the employee will be unable to report to work because of health reasons for a minimum of twenty-five (25) calendar days.

D. In the event of a dispute between the District's doctor and the employee's doctor, they shall agree on a third doctor whose opinion shall be binding. The cost of the third doctor shall be paid by the District. In the event the doctors are unable to agree upon a third doctor, the employee may grieve the District's denial under the grievance procedure commencing at the Board of Education level.

E. Extended Sick Leave may not be used for Workers' Compensation cases.

F. Extended Sick Leave may be used only for the employee's personal illness.

G. In the event the District alleges any abuse by an employee on Extended Sick Leave, a committee composed of two (2) representatives of the Union and two (2) representatives of the Superintendent and a fifth party mutually selected by the parties shall hear and adjudicate such alleged abuse. In the event the parties are unable to agree, the fifth party shall be selected from a list submitted by the American Arbitration Association.

H. Employees shall use their accrued sick leave prior to becoming eligible for Extended Sick Leave.

I. Upon return from such leave, the employee shall have his/her accumulated sick leave credited with one-third (1/3) of the number of accumulated days at the time of the commencement of the extended illness.

J. In the event an employee has exhausted his/her sick leave, and has an extended illness for more than ten (10) calendar days but less than twenty-five (25) calendar days, such employee may be placed on Extended Sick Leave provided he/she complies with all the other requirements listed above,[1] and provided further:

[1] For the purpose of this subdivision, the words "a minimum of twenty-five (25) calendar days" as set forth in 37 (A) and (C) above shall be replaced with "more than ten (10) calendar days but less than twenty-five (25) calendar days."

1) that upon return from such leave, the employee shall have deducted from his/her "future" sick leave the days advanced by the District; and

2) the employee agrees that in the event he/she leaves the employ of the District prior to paying back the advanced days, he/she shall authorize the District to deduct from his/her final paychecks the amounts advanced by the District.

Jury Duty

37. The District shall pay employees on jury duty the difference between their regular salary and their jury duty compensation. This shall be accomplished by employees returning their jury duty fees to the District except for travel expense and mileage.

Employees shall request that they be "on call" when required to serve on jury duty.

UNPAID LEAVES

Reasonable Purpose

38. Leaves of absence without pay and not to exceed one (1) year may be granted at the Board's discretion.

Education Leave

39. After completing one (l) year of service, any employee, upon request, may be granted a leave of absence for educational purposes. The period of the leave of absence shall not exceed one (1) year, but may be extended or renewed upon Board approval, at the request of the employee.

WAGES

40. Effective July 1, 2022: The 2021-22 salary schedule shall be increased by the State-issued tax levy limit based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2021, with a minimum of 1% and a maximum of 2% (i.e., 2% based upon a State levy limit of 2%).

Effective July 1, 2023: The 2022-23 salary schedule shall be increased by the State-issued tax levy limit based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2022, with a minimum of 1% and a maximum of 2% (i.e., 2% based upon a State levy limit of 2%).

Effective July 1, 2024: The 2023-24 salary schedule shall be increased by the State-issued tax levy limit based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2023, with a minimum of 1% and a maximum of 2% (i.e., 2% based upon a State levy limit of 2%).

Effective July 1, 2025: The 2024-25 salary schedule shall be increased by the State-issued tax levy limit based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2024, with a minimum of 1% and a maximum of 2% (i.e., 2% based upon a State levy limit of 2%).

Effective July 1, 2026: The 2025-26 salary schedule shall be increased by the State-issued tax levy limit based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2025, with a minimum of 1% and a maximum of 2%.

Effective July 1, 2027: The 2026-27 salary schedule shall be increased by the State-issued tax levy limit based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2026, with a minimum of 1% and a maximum of 2%.

Employees shall be paid according to the attached Appendix "A."

Pay Period

41. The salaries and wages of employees shall be paid as per the payday calendar. In the event this payday is a holiday, the preceding day shall normally be the payday.

Shift Differentials

42. In addition to the established wage rates, the Employer shall pay an hourly premium of $.50 to employees for hours worked beyond 3:00 p.m., provided the employees work four (4) or more hours during that shift.

Longevity Service Pay

43. (a) Effective July 1, 2022, employees who have completed the following years of service shall receive the indicated longevity increase:

Years of Service	
4	$350
7	$250
10	$775
13	$875
18	$975
20	$1,200

(b) June 30 shall be the anniversary date for all longevity purposes. Eligible employees will be paid their longevity in a lump-sum separate check. The longevity payments as set forth herein are cumulative.

44. Part-time employees who work more than twenty (20) hours per week and earn a minimum of $5,000 per year shall be entitled to pro-rated benefits during the term of the contract.

New Classifications

45. If the Employer creates a new classification within the bargaining unit, the Association shall have the right, during the term of this agreement, to negotiate the wage rate for that classification if it does not agree with the rate determined by the Employer.

INSURANCE

Life Insurance

46. The Employer shall pay the premium on a $25,000 term life insurance policy for all full-time employees in the unit provided however, the District's annual premium shall not exceed $45 per year. Employees may continue the life insurance benefit in retirement provided the employee pays the full premium and it is permitted by the plan.

Dental Insurance

47. The District shall contribute up to a maximum of $675.00 per participating member of the unit toward the CSEA Sunrise Dental Plan.

Health Insurance

48. Health insurance shall be provided to employees on the following terms:

NYSHIP. Effective July 1, 2022, NYSHIP shall be available to unit members who are eligible to receive health insurance coverage in accordance with the terms of this Article and all unit members who participate in NYSHIP shall contribute 9.5% of the health insurance premiums. Effective April 23, 2025, all unit members who participate in NYSHIP shall contribute 10.5% of the health insurance premiums. Effective July 1, 2025, all unit members who participate in NYSHIP shall contribute 11.5% of the health insurance premiums. Effective January 1, 2026, all unit members who participate in NYSHIP shall contribute 12.5% of the health insurance premiums. Notwithstanding the above, unit members hired after April 23, 2025 who participate in NYSHIP shall contribute 20% of the health insurance premiums.

HIP Access. Effective July 1, 2022, HIP Access shall be available to unit members who are eligible to receive health insurance coverage in accordance with the terms of this Article and all unit members who participate in HIP Access shall contribute 9.5% of the health insurance premiums. Effective April 23, 2025, all unit members who participate in HIP Access shall contribute 10.5% of the health insurance premiums. Effective July 1, 2025, only members who participated in HIP Access as of April 23, 2025 shall be permitted to participate in HIP Access and the District will contribute on behalf of such members who participate in HIP Access an amount which equals that which the District contributes for NYSHIP participants at that time, and the employee shall be responsible for the balance of premiums.

Except as otherwise set forth herein, after prior consultation with the Association, the

District may offer voluntary health insurance plans in addition to NYSHIP and HIP Access.

Health Insurance in Retirement. For unit members hired on or before April 23, 2025, the District shall pay one hundred (100%) percent of the cost of individual coverage upon retirement and fifty (50%) percent of the cost of dependent coverage upon retirement. For unit members hired after April 23, 2025, the District shall pay eighty (80%) percent of the cost of individual coverage upon retirement and fifty (50%) percent of the cost of dependent coverage upon retirement. To be eligible for health insurance into retirement, the Unit member must have ten (10) years of full-time or part-time service within the District, and actually retire from the District, as accepted and approved by the New York State Employees' Retirement System. All unit members shall be eligible for NYSHIP in retirement.

Unit employees who are eligible to receive health insurance coverage through the District may opt not to be covered by the District. Unit employees who elect not to be covered for health insurance by the District shall be entitled to receive $1500 provided the employee remains uncovered by the District for a period of twelve (12) consecutive months. Effective July 1, 2025 and annually thereafter, a formula shall be implemented to determine the extent to which the annual payment referred to herein may be increased above $1,500. For the purpose hereof, a base number of 15 unit members shall be utilized. During 2025-26 and each year of the contract thereafter, for every 5 unit members who elect to discontinue coverage above 15 such members, the payment to all unit members who elect to discontinue coverage, shall be increased by $500 to a maximum payment in any year of $2,500. The formula shall be applied annually to determine the extent to which the payment shall exceed $1,500 for that year.

Unit employees shall advise the District of their desire not to be covered no later than December 1st and coverage shall cease as of January 1st. Payments shall be made during the first pay period of the following January provided the declination has been in effect from the preceding January.

The declination of Health Insurance shall remain in force annually thereafter unless the employee(s) who have declined such coverage for a given year wish to re-enroll in the Health Insurance Program for the following year. Said employee(s) shall notify the District of such change no later than. November 1st preceding the year in which they wish to reenter the plan. Such coverage shall take effect on January 1st.

Unit employees hired on or after January 1st may advise the District of their desire not to be covered by Health Insurance at any time in their first calendar year. Such employees shall receive a pro rata share of the health declination payment as referred to in this Article 48 provided the employee remains uncovered by the District through December of that same calendar year. Thereafter, they shall be treated the same as all other unit employees declining coverage.

Individuals making this election shall submit sworn statements to the District indicating they have health insurance coverage under another plan.

Nothing contained herein shall preclude a member of the unit from applying to reenter the District's plan at any time for reasons consistent with the rules of the District's flexible benefit plan

and applicable law. In the event a unit employee reenters the plan within the first twelve (12) months, no payment shall be made. In the event a unit employee resumes health insurance coverage after the first twelve (12) months of declined coverage, but prior to the due date for their annual payments, no payments shall be made for the year in which the unit employee's declination was for less than twelve (12) months.

Unit employees shall be entitled to reenter the District's Health Insurance Plan to ensure coverage upon retirement provided they pay the required contribution toward the cost of such insurance in retirement.

In the event a member seeks to reenter the District's Plan, the District shall request that the Plan waive any applicable waiting period.

In accordance with the rules and regulations of the Empire Plan, a unit employee who is employed by the District and whose spouse is employed by the District shall not be entitled to family coverage provided by the District, unless the maintenance of such plan is required to comply with a court order, judgment or legal separation.

With respect to those unit employees whose spouses are employed by the District, the employees will have the option of determining which spouse shall be covered by the District's Family Plan.

Nevertheless, a unit employee who thereafter becomes no longer covered by his/her spouse's said coverage (e.g. death, divorce, loss of job, loss of coverage, etc.) shall be entitled to immediate reinstatement without any restrictions, without any cost to the individual and pre-existing conditions shall not in any way preclude full coverage.

Unit employees who lose coverage shall notify the District as soon as reasonably possible of their intent to re-enroll in the District's health insurance plan. Such reinstatement shall be immediate upon notice to the District.

In any event the spouse who is no longer entitled to the family coverage has the option of individual coverage or the health declination payment as referred to in this Article 48. Such payment will be made during the first pay period of the following January.

The District has instituted a flexible benefits plan pursuant to Internal Revenue Code Section 125 in which unit employees are eligible to participate in accordance with the rules of the plan.

RETIREMENT PLAN

49. The Employer shall provide the 75-i retirement plan for all qualified unit members who are members of the New York State Retirement System.

Terminal Allowance

50. Notice of retirement shall be given to the District by February 1st of the school year preceding payment hereunder and shall be at least ninety (90) days prior to retirement. Provided such notice is given, the retiree shall receive a per diem rate of compensation of two (2) days' pay for every five (5) days of accumulated, unused sick leave up to a maximum of one hundred eighty (180) days of unused sick leave.

Payment shall be made in the first pay period of July for those retiring prior to the July 1st following their notice, and in the first pay period following retirement for those retiring after July 1st following their notice.

Where emergency medical reasons warrant, ninety (90) days' notice of retirement shall be acceptable.

REPORTING TIME - OVERTIME

Premium Rates of Pay

51. Overtime shall be interpreted as that time spent by any employee above and beyond the normal hours per day performed by the regular employee of the division and approved by policy of the Board of Education.

52. Overtime pay shall be paid at one-and-one-half (1-1/2) times the regular hourly rate of the employee performing the overtime.

53. All work performed on Sunday and holidays shall be paid at a rate double the regular hourly rate of the employee performing the overtime.

54. Overtime shall be kept to a minimum and shall be construed as additional service under exceptional conditions.

55. Authorization of overtime shall be the responsibility of the supervisor of each department (Operations) and shall not be delegated. Prior approval or disapproval is the responsibility of the Superintendent's designee. No overtime will be performed without specific approval.

Distribution

56. Overtime shall be divided as equitably as possible among all employees of a job classification unless such overtime work requires special skill or job classification which does not lend itself to equitable treatment of all employees in that division.

57. Rotation of overtime hours shall be established by a list and conspicuously posted by all departments. Refusal to work overtime shall automatically place the employee refusing overtime at the bottom of the list.

58. Overtime work shall be offered on a seniority list basis. There shall be no discrimination against any employee who declines to work overtime. When the list is exhausted, and no one has offered to perform the duty, the person on top of the list must perform the overtime work. This provision shall require the supervisor to make a reasonable effort to contact unit members to offer overtime.

59. No employee shall have his work schedule or day off changed for the purpose of avoiding overtime.

Call-in Time

60. Full-time 12-month employees who are called in to work after ending or before starting their regularly scheduled shift shall be paid at the rate of time and one-half (1-1/2) for a minimum of three (3) hours, except that the employee called in less than three (3) hours prior to the start of the shift shall receive such rate only to the beginning of that shift and for the actual hours worked after such shift.

SENIORITY

61. Seniority means an employee's length of continuous service with the Employer since the date of probationary appointment per School Board minutes and is defined as District-Wide Seniority.

Probationary Employees

62. When new employees complete their probationary period they shall be entered on the seniority lists.

Seniority Lists

63. Every twelve (12) months, the Employer shall supply the Association seniority lists showing the continuous services of each employee. Such list shall indicate the employees' names, dates of probationary appointments and job titles and date of permanent appointment to their job title.

Breaks in Continuous Service

64. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause or retirement.

Job Title (Classification) Seniority

65. Shall commence at the date of permanent appointment to a job classification and continue only if the employee continuously works within the job title.

Building Seniority

66. Shall commence at the date of first workday in a building and continues only if the employee continuously works within the building in his job title.

67. Building seniority shall only be applied for the selection of vacation and choice of job assignments in the building, except that building seniority shall apply to shift selection as set forth in Article 85 herein.

Division Seniority

68. Shall mean the length of continuous service an employee has within a division and commences on the date the employee begins work in the division.

WORK FORCE CHANGES

Promotions and New Jobs

69. When a promotional vacancy[2] exists, it shall be posted as a promotional opportunity in all schools and departments and shall be filled through the following:

(a) Notice of the vacancy shall be posted in all buildings of the School District and adequate time shall be allowed for application (five (5) working days) for interested qualified employees to apply in writing to the school administration;

(b) The posted notice shall set forth the job title, shift, location and prerequisite qualifications for the job. Among the factors to be considered in making a promotional appointment are the employee-bidder's qualifications, education, experience, and seniority, although no single factor shall be controlling. The employee-bidder selected by the District shall be assigned the opening and moved to the job, and shall be given a trial period of up to sixty (60) workdays in which to demonstrate the ability to satisfactorily meet the standards and perform the duties of the job. After sixty (60) days in the new position, an employee shall lose all previous building seniority, however, involuntary transfers shall hold their previous building seniority for one year.

(c) In the event that the successful bidder is deemed unsatisfactory, or if he/she elects to reject the job during the first twenty (20) workdays after assignment, he/she shall be restored to the job from which he had originally bid and shall retain all seniority rights held under such job. Employees so promoted shall remain in that position if judged capable by that divisional supervisor.

[2] Promotional vacancies do not include Custodial Worker, Custodial Worker II or Driver/Messenger.

Temporary Assignments

70. If an employee is temporarily placed in a lower classification than that in which he is regularly assigned, no reduction in pay will be effected. If an employee is temporarily placed in a higher classification than that in which he is regularly assigned the affected employee shall be paid at the rate of the higher classification for all time spent on his assignment. However, if due to austerity, an employee is placed in a lower classification temporarily, the Board reserves the right to make adequate wage adjustments.

Layoff

71. In the event it becomes necessary to layoff employees for any reason, employees shall be laid off by title. Layoffs shall be made based on the inverse order of their seniority in the District. In the event the Employer plans to layoff employees for any reason, the Employer shall meet with the Association to review such anticipated layoff at least thirty (30) days prior to such layoff.

72. The Employer shall forward a list of these employees being laid off to the Association Secretary on the same date that the notices are issued to the employees.

73. Employees to be laid off will have at least fourteen (14) calendar days notice of layoff.

74. Employees who have been laid off shall be entitled to fill other vacancies in the District at the time of their layoff, provided they are qualified for the position. Employees shall be deemed qualified only if they have formerly held the position in the District in the past.

Demotions

75. The term demotion as used in this provision means the involuntary assignment of an employee to a lower rated job classification.

76. Demotions shall be made for just cause or in the exercise of the management's rights provision contained elsewhere in this contract.

Recall

77. Employees shall be recalled from layoff in reverse order of their layoff.

78. When the working force is increased after a layoff, employees will be recalled according to title seniority. Notice of recall shall be sent to the employee at his/her last known address by registered mail. If any employee fails to report to work within three (3) days from the date of mailing of notice of recall, he/she shall be considered as resigning his/her position. Recall rights for an employee shall expire one (1) year from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at his/her last known address by registered or certified mail.

79. No new employees shall be hired to fill reinstated positions until all employees on layoff status desiring to return to work have been recalled.

Transfers

80. The District reserves the right to transfer employees within their job title according to the needs of the District. In making such determination, the District shall consider the seniority of the employee as one of the criteria utilized to make its decision. The determination of the District shall not be-arbitrary or capricious.

81. Employees desiring a transfer shall have the right to request a transfer on the appropriate form when positions are vacated or created. All requests for transfers are subject to the Employer's approval. Among the factors to be considered in making a transfer are the employee bidder's qualifications, education, experience and seniority, although no single factor shall be controlling.

82. In cases of involuntary job transfers, the person with the least job title seniority in the building, if assigned to a building, will be picked for transfer unless there is a reason to transfer another individual based on the needs of the District.

Shift Preference

83. Preference will be granted where applicable on the basis of seniority within the same classification where a vacancy exits. Building seniority shall be applied for the selection of shifts. An employee - bidder selected in accordance with the foregoing by the District with regard to shift shall be assigned to the opening and moved to the job, and shall be given a trial period of up to one (1) year in which to demonstrate the ability to satisfactorily meet the standards and perform the duties of the job. After one (1) year in a new building, the employee shall lose the building seniority he/she had in the previous building. In the event the employee is deemed unsatisfactory, he/she shall be restored to the job from which he/she had originally bid and shall retain all seniority rights held under such job.

SAVINGS CLAUSE

84. Should any section or portion of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall only apply to the specific section or portion directly specified in the decision.

DISCIPLINE AND DISCHARGE

85. All employees covered under this agreement who have been within the unit prior to December 1, 2001, and have three or more years of service shall be afforded procedures identical to those applicable to employees covered by Section 75 of the Civil Service Law in all matters involving discipline and discharge. Employees with less than three years of service, as of December 1, 2001, and all subsequent hires, shall be entitled to a conference with the Superintendent or his/her designee, the employee's immediate supervisor and a union

representative prior to any suspension or discharge for just cause. Alleged violations of the provision shall be subject to the grievance procedure.

86. Before a discharge or disciplinary action is imposed on an employee, the Employer shall notify the employee, Association President, and Association Steward in writing of the charges.

87. The disciplined employee, upon request, will be allowed to discuss his/her discharge or discipline with his steward or other authorized Association representative. The Employer will make an area available to the employee for private discussion prior to the employee being required to leave the premises.

88. The employee shall have the right to be represented by the Association in case of a formal discipline or discharge hearing.

89. Upon written request an employee may summon the Association Steward in cases of reprimand.

SETTLEMENTS OF DISPUTES

Grievances

90. Any grievance or dispute which may arise between the parties with respect to the applicable meaning or interpretation of this agreement shall be settled in the following manner:

Step 1 - The Association Steward shall take up the grievance with the immediate supervisor of the employee or employees involved within ten (10) days of its occurrence. If, at that time an Association Steward is unaware of the grievance, he shall take it up within ten (10) days of his/her knowledge of its occurrence. The Supervisor shall then attempt to adjust the matter and shall respond to the Steward within three (3) working days. The employee shall receive a written response to a grievance at Step 1, if the grievance is submitted in writing on the appropriate form.

Step 2 - If the grievance has not been settled, it shall be presented in writing by the Association Steward to the Superintendent's designee within seven (7) workdays after the supervisor's response is due. The Superintendent's designee shall respond to the Association Steward in writing within five (5) working days.

Step 3 - If the grievance still remains unadjusted, it shall be presented by the Association Steward or other Association representative to the Board of Education in writing within seven (7) working days after the resolve of the Department

Head is due. The Board of Education shall respond in writing to the Association Steward or other representative within five (5) working days.

Step 4 - (a) If the grievance is still unsettled, the Association may, within fifteen (15) days after the reply of the Board of Education is due, by written notice to the Board, request arbitration.

(b) The failure of the Association Steward or other representatives to meet the time limits of any step shall bar further processing of the grievance and arbitration.

(c) Nothing in this grievance procedure shall prevent any employee from initiating and processing a grievance, but only the Association can request arbitration.

Arbitration Procedure

91. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Association within seven (7) workdays after notice has been given. If the parties fail to select an arbitrator, the Arbitrator shall be selected pursuant to the rules of the American Arbitration Association.

92. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

93. No arbitrator shall have any power to amend, modify or delete any provisions of this agreement.

94. The expenses for the Arbitrator's services and the filing fees, if any, shall be shared by the District and the Association. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Processing Grievances During Working Hours

95. The Unit President and Shop Stewards shall be granted a reasonable amount of time off with pay, within the discretion of the District, for the purpose of processing grievances.

96. Time limits contained herein may be extended by mutual agreement in writing.

STRIKES

97. No strike of any kind shall be caused or sanctioned by the Association.

INCLEMENT WEATHER AND EMERGENCY POLICY

98. (a) All personnel will report to work when schools are closed due to inclement weather. In the event of a forecast of six or more inches of snow on a weekend or a day when school is not scheduled to be open, and the District provides advanced notice that all unit members will need to report, all unit members shall be expected to report. Those who do not shall provide valid excuse to the Director of Operations with such documentation as he may reasonably require. Individuals called to work under such circumstances shall receive a three (3) hour guarantee.

(b) Unit members who are required to work when school is closed due to inclement weather pursuant to this provision or due to the designation of a calendar adjustment day, who actually report to work and complete their full workday, shall be given one (1) day off with pay for four (4) days plus such additional snow days as may be used that year, to be assigned in the sole discretion of the Superintendent of Schools or his/her designee. Each unit member shall annually have the option of compensatory time or pay for all of the days credited to that unit member for that year pursuant to this paragraph.

99. All sick leave policy and administrative regulations relating to it are in effect during emergency school closings due to inclement weather.

100. All personnel who are required to work during emergency school closings but are experiencing transportation difficulty due to impassible roads, and are essential to the operation and protection of the District, are to call their supervisor and report the conditions which prevent them for reporting. If possible, a District vehicle will be sent to pick up all personnel whose services, in the opinion of the Superintendent or his/her designee, are absolutely essential for the safety, welfare, protection and operation of the District. Personnel complying with this Section shall not suffer loss of pay. Personnel who do not comply with this Section cannot claim pay for the time lost except that an emergency personal day can be claimed by such employees provided all personal leave days have not been previously used.

GENERAL PROVISIONS

Uniform Allowance

101. Members of the bargaining unit who work for four (4) hours or more shall receive two (2) uniforms per year purchased by the District prior to September 1st.

102. Foul weather gear shall be made available in certain buildings as distributed by the Chiefs and Heads.

103. Grounds employees only shall be provided with the following uniforms:

a. Winter jacket to be provided for the 1994-95 school year and every three (3) years thereafter, e.g. for the 1997-98 school year.

b. A pair of steel-toed work shoes to be selected by the District each year.

c. Employees may elect to receive two (2) long sleeve shirts each year instead of the two (2) short sleeve shirts presently provided by the District.

Disabled Employees in Jobs Dangerous to Health

104. The Employer shall make every effort to place employees who, through physical disability, or who have become partially disabled and diagnosed as such by the School Physician, in suitable position if available. In no case shall the placement of an employee become detrimental or over burdensome to his fellow employees' work load. If no such position exists or if by placement in a position the employee is found to be or is identified as a burden to his fellow workers, he shall be required to ask for a medical leave of absence.

Promotion Pay

105. When an employee is promoted, he shall be placed on the appropriate salary step of his new classification so as to cause a minimum increase remuneration of $300.00.

Assignment Outside of Workday

106. The establishment of personnel assignment outside of the regular working day is the prerogative of management and shall be continued under its present fair practice for all departments and employees.

Labor-Management Committee

107. There shall be a Labor-Management Committee that will meet monthly to consider mutual problems regarding terms and conditions of employment. The party requesting the meeting shall submit an agenda to the other party at least five (5) workdays in advance of the meeting. The monthly meeting may be cancelled by mutual agreement of the parties.

Medical Tests

108. All employees who are required by the District, N.Y.S. Education Department, or other Department, or by local or state law to have regular tests conducted by a medical doctor or special tests ordered by the school doctor in order to continue working, shall be compensated for any cost of the test less any amount reimbursable under the applicable insurance coverage.

TERMINATION AND MODIFICATION

109. This agreement shall be effective as of the first day of July, 2022 and shall remain in full force and effect until the thirtieth day of June, 2028. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to the termination date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than one hundred fifty (150) days prior to the termination date; this agreement shall remain in full force and be effective during the period of negotiations or

until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

110. In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

SUBCONTRACTING

111. During the term of this Agreement, the District may subcontract bargaining unit work, provided the subcontract does not result in the layoff of a member of the bargaining unit hired prior to July 1, 1981.

If subcontracting is pursued in a particular building, the District may make the necessary transfers from the affected buildings regardless of any other section in this Agreement. Under such conditions, however, the transferred employee shall be transferred but shall retain his/her shift, provided he/she is not the least senior employee within the classification. Where necessary, the employee may bump a less senior employee to another shift within the building to which he/she is transferred.

Dated: _____

MIDDLE COUNTRY SCHOOL DISTRICT, OPERATIONS UNIT 3 877700, CSEA, INC. LOCAL 1000, AFSCME, AFL-CIO, A UNIT OF LOCAL 870

Ryan Maloney
President

Dated: 9/17/2025

CSEA, INC, LOCAL 1000

Richard Adams
Labor Relations Specialist

Dated: 9/8/25

MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT

Dr. Roberta A. Gerold
Superintendent of Schools

Dated: 10-6-25

Dawn Sharrock
President, Board of Education

Middle Country Central School District
OPERATIONS UNIT
Appendix A

2026-27 +2.00%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Custodial Worker	$ 44,079	$ 53,077	$ 54,161	$54,888	$55,616	$56,168	$57,307	$58,558	$59,922	$61,402
Driver Messenger Custodial Worker II	$ 46,986	$ 55,805	$ 56,695	$57,259	$57,794	$58,345	$59,481	$60,734	$62,100	$63,579
Custodial Worker III	$ 48,071	$ 56,891	$ 57,794	$58,345	$58,881	$59,431	$60,569	$61,821	$63,187	$64,666

There shall be a probationary rate in effect for the first six months of employment which shall be $600 less than Step 1.

Employees hired before January 1 will move a step the next July 1st. Employees hired after January 1st will move a step the July 1st of the following year.

Middle Country Central School District
OPERATIONS UNIT
Appendix A

2025-26 +2.00%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Custodial Worker	$ 43,215	$ 52,036	$ 53,099	$53,812	$54,525	$55,067	$56,183	$57,410	$58,747	$60,198
Driver Messenger Custodial Worker II	$ 46,065	$ 54,711	$ 55,583	$56,136	$56,661	$57,201	$58,315	$59,543	$60,882	$62,332
Custodial Worker III	$ 47,128	$ 55,775	$ 56,661	$57,201	$57,726	$58,266	$59,381	$60,609	$61,948	$63,398

There shall be a probationary rate in effect for the first six months of employment which shall be $600 less than Step 1.

Employees hired before January 1 will move a step the next July 1st. Employees hired after January 1st will move a step the July 1st of the following year.

Middle Country Central School District
OPERATIONS UNIT
Appendix A

2024-25

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Custodial Worker	$ 42,368	$ 51,016	$ 52,058	$52,757	$ 53,456	$53,987	$55,081	$56,284	$57,595	$59,018
Driver Messenger Custodial Worker II	$ 45,162	$ 53,638	$ 54,493	$55,035	$ 55,550	$56,079	$57,172	$58,375	$59,688	$61,110
Custodial Worker III	$ 46,204	$ 54,681	$ 55,550	$56,079	$ 56,594	$57,124	$58,217	$59,421	$60,733	$62,155

There shall be a probationary rate in effect for the first six months of employment which shall be $600 less than Step 1.

Employees hired before January 1 will move a step the next July 1st. Employees hired after January 1st will move a step the July 1st of the following year.

Middle Country Central School District
OPERATIONS UNIT
Appendix A

2023-24

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Custodial Worker	$ 41,537	$ 50,015	$ 51,037	$ 51,723	$ 52,408	$ 52,928	$ 54,001	$ 55,180	$ 56,466	$ 57,861
Driver Messenger Custodial Worker II	$ 44,276	$ 52,586	$ 53,424	$ 53,956	$ 54,461	$ 54,979	$ 56,051	$ 57,231	$ 58,518	$ 59,912
Custodial Worker III	$ 45,298	$ 53,609	$ 54,461	$ 54,979	$ 55,485	$ 56,004	$ 57,076	$ 58,255	$ 59,542	$ 60,936

There shall be a probationary rate in effect for the first six months of employment which shall be $600 less than Step 1.

Employees hired before January 1 will move a step the next July 1st. Employees hired after January 1st will move a step the July 1st of the following year.

Middle Country Central School District
OPERATIONS UNIT
Appendix A

2022-23

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Custodial Worker	$ 40,723	$49,035	$ 50,036	$50,708	$51,381	$51,891	$52,942	$54,098	$55,359	$56,726
Driver Messenger Custodial Worker II	$ 43,408	$51,555	$ 52,377	$52,898	$53,393	$53,901	$54,952	$56,109	$57,370	$58,737
Custodial Worker III	$ 44,410	$52,558	$ 53,393	$53,901	$54,397	$54,906	$55,957	$57,113	$58,375	$59,741

There shall be a probationary rate in effect for the first six months of employment which shall be $600 less than Step 1.

Employees hired before January 1 will move a step the next July 1st. Employees hired after January 1st will move a step the July 1st of the following year.