

AGREEMENT

Between

**BOARD OF EDUCATION
PORT JEFFERSON UNION FREE SCHOOL DISTRICT**

and

**LOCAL 237 IBT, AFL-CIO
THE PORT JEFFERSON FACILITY AND TECHNOLOGY
SUPERVISORS' ASSOCIATION**

July 1, 2018 - June 30, 2021

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ARTICLE I
STATEMENT OF RECOGNITION

A. The Board of Education Port Jefferson Union Free School District (hereafter called the District) in accordance with the provisions of the Public Employee's Fair Employment Act of 1968, recognizes Local 237, IBT AFL-CIO as the bargaining agent for the members of the Port Jefferson Facility and Technology Supervisors' Association.

B. **JOB TITLES - DISTRICT**

Head Custodian
Custodial Worker II, III
Maintenance Mechanics, II, III, IV
Groundskeeper II
Senior Guard
Network and Systems Analyst
Network and Systems Technician
Network and Systems Administrator
School Maintenance Crew Leader
Computer Technician
Network & System Specialist I,II

Any new Custodial Supervisor's job titles will be designated by the District and negotiated through this agreement.

ARTICLE II
PHYSICAL EXAMINATION

Each employee will undergo a physical examination annually as part of the condition of employment. If the school physician is chosen, the District will pay for the examination. If any employee chooses their own physician, the employee will be reimbursed by the District, up to the amount of the schools' physicians' examination cost. Any special type of examination will be determined jointly by the District and the Supervisors Unit and will be reported on a form provided by the District.

ARTICLE III
VACANCIES

All openings for Supervisory Staff vacancies will be publicized by issuing a notice to each building. A job description and statement of qualifications for each such position will be made available upon request. All applications will be submitted for consideration within one working week after the announcement of a vacancy. The Supervisory personnel that have been employed in the District will be interviewed and considered prior to the consideration of other applicants, provided they meet the Civil Service requirements in effect during this contract. The decision of the job placement should be in effect within forty-five (45) days after the application date.

ARTICLE IV
PROMOTIONS

Employees who are promoted to a different classification or level during the term of this contract will be entitled to a minimum one time increase of 3.5% of their *base* salary at the time of the change in levels in addition to any other contractual increase they may be entitled to.

NOTE: "Base Salary" does not include career increments, overtime. All previous differentials in pay for night differentials have been included.

ARTICLE V
RETIREMENT

A. The District shall continue to cover each full-time employee with the New York Civil Service Employee Retirement Plan #75i.

B. Upon retirement, payment for one day of leave shall be given for each two (2) days of authorized unused sick leave to a maximum of 220 days. Sick leave is

defined as working days.

ARTICLE VI
HEALTH, DENTAL AND LIFE INSURANCE

Effective July 1, 2018: The District shall pay eighty-three (83%) percent of comprehensive group health, dental and life insurance plans.

Effective July 1, 2019: The District shall pay for eighty-three (83%) percent of comprehensive group health, dental and life insurance plans.

Effective July 1, 2020: The District shall pay eighty-two (82%) percent of comprehensive group health, dental and life insurance plans.

In order for eligible Unit members to receive health insurance into retirement (individual or family as applicable pursuant to Empire Plan Rules and Regulations), the Unit member must have completed five (5) years of service with the District and be a member of the New York State Employees Retirement System. Unit member must contribute to his/her health insurance premium in retirement at an amount equal to the same premium contribution paid by active Unit members on the date of the retiree's last day of employment prior to his/her retirement.

Unit members eligible for health insurance coverage offered by the District may waive the right to be covered and relieve the District of any obligation for paying premiums on the person's behalf. A person who waives the right to be covered shall receive one-half (1/2) of the District's cost of the premium of his/her policy in effect during the 2014-2015 school year, payable at the end of the school year. Such waivers must be renewed annually upon proper written application submitted no later than June 30th of the year prior to the effective date of the waiver; however, newly hired unit

members shall be entitled to waive insurance coverage provided they do so within thirty (30) days from their first day of employment. If a person rejoins or declines the health insurance program during the school year, that person shall receive the prorated portion, i.e., cash, for the time not enrolled in the District's insurance program.

Rejoining any insurance program shall be permitted due to extenuating circumstances unforeseen at the time the original waiver was executed, such as change in marital status, death in the family, financial hardship, etc. A person who wishes to rejoin must submit a written application.

ARTICLE VII **ANNUITY**

The District approved tax shelter annuity plans for all full-time employees who wish to obtain the benefits of such plans will be available to Supervisors. Supervisors will give a 30-day notice, prior to payroll processing dates, for payroll deduction changes.

ARTICLE VIII **SICK LEAVE AND OTHER ABSENCES**

A. Full paid sick leave of twelve (12) days per year accruing at the rate of one (1) day per month cumulative to a total of 320 days shall be granted to full time employees. The twelve (12) days leave allowance for the current year is not counted as part of the total 320 days. The term day is interpreted to mean working days during the normal year. Days of Leave for religious holidays will be charged against sick leave. The employee may, at his/her option, elect to charge a religious holiday absence to his/her personal day allowance.

Effective July 1, 2018, and thereafter, for each school year (July 1 through June 30), and notwithstanding the 320 sick leave cumulative cap identified herein, to the extent that any Unit member would have been entitled to accrue additional days to his/her sick day account but for the limitations contained in this paragraph (such days referred to as the "excess sick days"), Unit members may sell back such excess days to the District, and be paid at a one (1) to one (1) ratio, per year, to be paid in June of every year.

B. Full time employees who have completed eight (8) years of service to the District, and who separate from employment due to circumstances other than retirement, shall receive payment for one (1) day of leave for each two (2) days of authorized and accumulated unused sick leave to a maximum of 220 days.

C. BEREAVEMENT LEAVE

In cases of death in the family, defined as mother, father, sister, brother, wife, husband, child or relative with the dependent on the family, the employee shall, upon application to the immediate supervisor and at the discretion of the Superintendent, be allowed the number of days absence required up to a maximum of five (5) days without deduction of pay. In cases of death of grandparent and grandchild, the employee shall, upon application to the immediate supervisor and at the discretion of the Superintendent, be allowed the number of days required up to a maximum of three (3) days without deduction of pay. Additional time may be applied for under "Emergency Leave" (Article VIII, Section D) or "Vacations" (Article XII). In cases of death of mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law, the supervisor shall be allowed to use bereavement days absence needed up to a maximum of two (2)

calendar days without deduction of salary.

D. PERSONAL LEAVE

Employees may be granted a total of three (3) days for personal leave during any given school year by the Superintendent provided that:

1. A written request is submitted at least one (1) day prior to the absence, on the school form.
2. Such absences are not contiguous to a school holiday.
3. Unused personal leave shall be accumulated as part of sick leave.

E. EMERGENCY LEAVE

Employees may be granted an excused absence for emergency reasons by the District provided that a written request is submitted.

F. CATASTROPHIC LEAVE

In accordance with the Family and Medical Leave Act, FMLA, after one year of continuous employment, a leave of absence for up to twelve (12) months without pay will be granted upon request to a permanent employee if the following circumstances:

1. After sick leave is exhausted, the employee continues to be disabled from employment, such disability to be verified by a competent medical authority acceptable to the District.
2. A catastrophic event occurs, directly affecting the employee's immediate family, resulting in a situation that reasonably necessitates the personal presence of the employee, the employee is required by the District to substantiate the need for this leave. At the expiration of such leave, the employee shall return to his/her position or an equivalent position without loss of seniority or the benefits he/she had

when leave began if the District is notified in writing at least thirty (30) days prior to return to work. While on leave, the employee will not accrue additional seniority time. Also, while on leave, the employee shall pay the full cost of maintaining health, dental, vision and life insurance coverage in accordance with the FMLA provisions, but not to exceed them.

G. OTHER ABSENCES

All absences other than those listed in paragraphs A, B, C, D, E and F shall be unexcused.

ARTICLE IX
EMERGENCY SCHOOL CLOSING

In the event that the school is closed due to emergency such as snow day, the Supervisors shall report when called in by the District. An additional four (4) hours pay at an overtime rate shall be given to those working seven (7) or more hours each day of the emergency. If a Supervisor is not called he/she shall report to work for the required number of hours as on usual work days. If assigned to special emergency duties that day by the District, the additional four (4) hours will be paid. (The intent is that snow removal is actually begun or an assignment is given by the Plant Facilities Administrator to perform an action that is in conjunction with the snow emergency conditions). At the Superintendent's discretion, Association members working within the job titles of Network and Systems Analyst, Network and Systems Specialist, Network and Systems Specialist I, Network and Systems Specialist II, Network and Systems Technician, Network and Systems Administrator, and Computer Technician are not required to report to work in the event school is closed due to an emergency such as snowfall

and/or natural disasters. Any Association member working within the job titles of Network and Systems Analyst, Network and Systems Specialist, Network and Systems Specialist I, Network and Systems Specialist II, Network and Systems Technician, Network and Systems Administrator, and Computer Technician will not be charged absent, and will not be required to work any additional hours to make-up time missed because of the school closure due to snowfall and/or natural disaster.

In the event that school's opening is delayed or there is an early dismissal due to an emergency such as a snowfall, Unit members shall report when called into work by the District. An additional two (2) hours of overtime pay at the overtime rate shall be given to those working seven (7) or more hours on the day of the delayed opening and/or early dismissal.

In the event that the District is closed because of natural disaster, not caused by snowfall, and other District employees are receiving a paid excused day, Association members shall be compensated their normal daily pay plus 1.5 times their normal hourly rate when they are required to report for work to effectuate recovery and restoration operations necessary for the re-opening of the District's facilities and schools for actual hours worked on said recovery and restoration.

In the event that school is closed due to an emergency for a snow day, Association member shall report when called in by the District. An additional four (4) hours pay (in recognition of their service while other employees are excused) at an overtime rate shall be given to those working seven (7) or more hours of their scheduled shift each day of the emergency. If an Association member is not called he/she shall report to work for the required number of hours as on usual work days. If assigned to

special snow duties that day by the District, the additional four (4) hours will be paid (the intent is that snow removal is actually begun or an assignment is given by the Plan Facilities Administrator to perform an action that is in conjunction with snow emergency conditions).

Snow removal performed on non-shift hours or Saturdays will be paid as overtime at time and a half. Snow removal or work performed on behalf of the District relating to an emergency on Sundays will be paid at double time.

If an individual is scheduled for a holiday/personal/vacation day during the snow closure and is required to report by the Plan Facilities Administrator they will be compensated at time and a half for the duration of their work and still be charged for the corresponding time off. An additional four (4) hours pay at an overtime rate shall be given to those working seven (7) or more hours. The individual Association member can elect to either take the holiday/personal/vacation day or reschedule for a later date.

In the event that school is closed and States of Emergencies have been declared by either the Governor of the State of New York and/or the Suffolk County Executive due to snow fall, on the same day that school is closed, any snow removal performed by Unit members will be paid at double time.

ARTICLE X **JURY DUTY**

Additional leave with pay shall be granted, non-cumulative, for jury duty. Except that employees shall reimburse the District to the extent of any compensation received, exclusive of travel or meal allowances, as a result of such jury duty and that such jury

duty was rendered as a result of the local jury selection system and not as a result of volunteering for jury service.

ARTICLE XI
HOLIDAYS

A. There shall be sixteen (16) paid holidays for the Supervisors such as: Thanksgiving Day, Day following Thanksgiving, Independence Day, Labor Day, Christmas Day, New Year's Day and Memorial Day. The District shall provide a list of twenty (20) holidays from which the employee may choose (16) holidays with the proviso that all buildings and activities have adequate coverage in the Administrator's discretion. Any changes in the holidays selection must be approved by the administrator.

B. If a payday falls on a holiday, custodial supervisors shall receive their paychecks on the last workday before the holiday.

C. If the Unit member is called into work by the District on any day previously selected and approved as a holiday, the Unit member shall be paid time and a half in recognition of their service to the District and entitled to prospectively select another paid holiday. If no holidays are available, the Unit member may pick another paid day off. In no event, shall the Unit member be entitled to more than sixteen (16) paid holidays per year.

ARTICLE XII
VACATIONS (PAID VACATIONS
FOR FULL-TIME EMPLOYEES

All vacation time is accrued on a pro-rated basis.

A. First year of employment - up to 2 weeks as pro-rated for the length of service.

B. One through three years - 2 weeks.

C. Four or more years - Four (4) weeks, to be arranged with joint approval of the building principal and the Superintendent or his/her designee.

D. The District will reimburse the custodial supervisor for up to two weeks of unused vacation time. Employees may carry forward to maintain up to a maximum of ten (10) vacation days at any given time in their employ with the District. Any additional unused vacation time will be lost.

E. Twenty-five or more years – five (5) weeks with joint approval of the building principal and the Superintendent or his/her designee.

ARTICLE XIII
WORK WEEK

The work week for all full time employees during the entire school year will be forty (40) hours per week, inclusive of lunch or dinner.

ARTICLE XIV
OVERTIME /EMERGENCY ALARM COVERAGE

A. It is understood that approved "Overtime" will mean that time when an employee is requested by his/her immediate supervisor to work beyond the hours of a normal working day or weekends. This will be used only for major construction,

emergencies and annual events (such as graduation) and major scheduled events (concerts). Either the building principal or the Plant Facilities Administrator may approve the overtime.

B. Supervisors will receive payment for approved overtime hours.

C. (1) In the event that a unit member is directed by the Plant Facilities Administrator to perform a pool, building or heating check at the elementary school on Sunday, the unit member shall be paid four (4) hours of overtime for the work.

(2) In the event that a unit member is directed by the Plant Facilities Administrator to perform a building or heating check at the Middle School/High School on Sunday, the unit member shall be paid two (2) hours of overtime. In the event the Unit member is directed by the Plant Facilities Administrator to report to work from home, the Unit member shall be paid minimally two (2) hours of overtime.

D. Emergency Alarm Coverage: Emergency coverage for alarm calls for the building will be paid at a flat rate of \$200 for the first two hours. After two hours, payment will be at the overtime rate, with the approval of the Plant Facility Administrator. An Administrative regulation will be written to address district expectations regarding the availability of unit members for emergency coverage.

ARTICLE XV **UNIFORMS**

The District will allow annual \$350 uniform allowance per employee. This allowance is to be used by the employees at the bargaining unit's discretion with uniform suppliers designated by the District. The District shall pay for the costs of embroidery/patches on uniforms.

Head Custodians will wear a uniform selected by the District in consultation with the bargaining unit.

ARTICLE XVI
GRIEVANCE PROCEDURE

1. **PURPOSE**

It is the policy of the Port Jefferson School District and the Supervisors Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance procedure.

2. **DEFINITION**

A. A "grievance" is an alleged violation of this agreement or dispute with respect to its meaning or application to the aggrieved party.

B. An "employee" is any person in the unit covered by this agreement.

C. An "aggrieved party" is the employee who submits a grievance.

3. **SUBMISSION OF GRIEVANCES**

A. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally and in so doing, shall give notice that a "grievance" is being raised.

B. Each grievance shall be submitted in writing on a form approved by the District and the Unit shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or

conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

C. A grievance shall be deemed waived unless it is submitted in writing within twenty (20) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

D. The aggrieved party may be represented at any formal level of the procedure by a representative of his/her choice.

4. GRIEVANCE PROCEDURE

A. Unit Supervisor shall respond in writing within one calendar week after receipt of each grievance. If an aggrieved party is not satisfied with the response of the unit supervisor or if no response is received within the specified time limit after the submission of a grievance, such aggrieved party may appeal to or submit a copy of the grievance within one calendar week thereafter to the Superintendent.

B. Superintendent of District, or his/her designated representative, shall, upon request, confer with the aggrieved party(ies) with respect to the grievance and shall deliver to the aggrieved party(ies) a written statement of his/her position with respect to it no later than two weeks after it is received by him.

C. Advisory Arbitration - In the event the association is not satisfied with the response of the Superintendent, it may within two calendar weeks after receiving such response, refer the grievance to arbitration by asking the State PERB to submit a list of proposed arbitrators for selection by the parties. The arbitrator's decision will be in writing and will set forth his/her findings, reasonings, and conclusions on the issues

submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which is volitive of the terms of this agreement. The decision of the arbitrator shall be advisory only and non-binding. The arbitrator shall have no power to alter, add to or detract from the provisions of this agreement.

D. Board of Education will render a final decision within two calendar weeks after the receipt of the arbitrator's award. The decision of the Board of Education shall be final and binding on the parties.

ARTICLE XVII
SALARIES

A. It is hereby agreed between the Port Jefferson Supervisors Association and the Board of Education of Port Jefferson that a three (3) year contract will take effect on July 1, 2018 and extend through June 30, 2021.

B.	Year 1	2018-2019	2.0%
	Year 2	2019-2020	2.0%
	Year 3	2020-2021	2.5%

C. Unless otherwise stipulated all salaries will remain at their June 30, 2021 level until changed by a negotiated agreement.

ARTICLE XVIII
EVALUATION

Evaluations shall be done by Plant Facilities Administrator and/or the Building Principal and/or the Business Administrator.

ARTICLE XIX
MATERNITY LEAVE

After returning to work from child care leave, a supervisor shall be reassigned without loss of rights.

ARTICLE XX
CHILD CARE LEAVE

A supervisor who wishes to rear his/her child shall be granted unpaid leave for a period of up to two (2) full years. The supervisor shall give the District at least thirty (30) days' notice before taking such leave.

ARTICLE XXI
CAREER INCREMENT AND SKILL AND TRAINING INCREMENT

A. Effective July 1, 2014, Association members shall, during their fifth year of service to the District, receive a non-cumulative longevity payment of two hundred fifty (\$250) dollars; during their tenth year of service to the District, the Association member shall receive a non-cumulative longevity payment of two hundred fifty (\$250) dollars; during their fifteenth year of service to the District, the Association member shall receive a non-cumulative longevity payment of two hundred fifty (\$250) dollars. Any Association member whose total years of service to the District are in excess of five (5), ten (10) and fifteen (15) years of service, will receive the non-cumulative longevity payment of two hundred fifty (\$250) dollars for each level reached from the District within sixty (60) days of ratification of this Agreement.

B. Skill and Training Increments will be paid for the 5th and 10th and 15th year of employment only. The longevity will be paid under the following conditions.

1. Year 5, an increment of \$500 will be paid for:

(a) At District expense, becoming and maintaining certification in two (2) of the following: as an asbestos handler, a pesticide license, chemical hazard officer, certified pool operator, security training, commercial driver's license or other as approved by the Administration.

(b) Completing the most recent three years of evaluations with satisfactory performance.

2. Year 10, an additional increment of \$500 will be paid for:

(a) At District expense, becoming and maintaining certification in one (1) additional area listed above under #1a.

(b) Completing the most recent three years of evaluations with satisfactory performance.

(c) Shows evidence of providing quality assurance.

3. Year 15, an additional increment of \$750 will be paid for:

(a) At District expense, becoming and maintaining certification in one additional area listed above under #1a.

(b) Completing the most recent three years of evaluations with satisfactory performance.

(c) Shows evidence of providing quality assurance and assists in providing training of staff.

Employees will be responsible for submitting current certification documentation to the Business Manager prior to granting of annual increments.

[A committee (labor/management) shall be established with representative(s) from the District and representative(s) from the Union to review and clarify the language and

procedure for receipt of increment. The increments previously approved but not finalized with Plant Facilities Administrator shall be approved and paid retroactively in one lump sum.]

Association members shall also receive tuition reimbursement for job-related courses which are pre-approved by the Superintendent of Schools or designee.

ARTICLE XXII
REQUIRED STATEMENT
SECTION 204-a OF THE TAYLOR LAW

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.

ARTICLE XXIII
PROTECTION OF CUSTODIAL SUPERVISORS

The Board will reimburse Supervisors for the reasonable replacement or repair of personal vehicles, any clothing, dentures, eyeglasses, hearing aids, or other similar prosthetic devices which are damaged or destroyed as a result of an assault suffered by a supervisor while the supervisor is acting in the discharge of his/her duties on school property or in an assigned activity off school grounds. The replacement or repair is not to exceed the original cost of the item. The supervisor will be expected to file assault claims with the Police. In the event the supervisor is unable to file a police complaint due to the age of the assailant, a report will be made to the building principal and/or the Superintendent of Schools and reimbursement will be made on the recommendation of the building principal and/or the Superintendent of Schools and reimbursement will be

made on the recommendation of the building principal and/or the Superintendent of Schools.

ARTICLE XXIV
TUITION FEE

The annual tuition fee for Association member's children for grades pre-kindergarten through twelve shall be as follows:

One Child	\$2,678.06
Two or More Children	\$5,356.13

For children with special needs, additional tuition will be required based on the actual cost of the services provided.

ARTICLE XXV
SEVERABILITY

If any provision of this Agreement is determined to be contrary to law, it is understood and agreed that such provision shall be deleted and the balance of the Agreement without such deleted provision, if otherwise lawful, shall remain in full force and effect.

ARTICLE XXVI
LIPA REOPENER

In the event that the assessed valuation of the power plant owned by National Grid in Port Jefferson Harbor and/or other assessable property related to any previous production and/or transmission of electrical power located within the geographic boundaries of Port Jefferson Union Free School District is reduced at any time during the duration of this Agreement by at least 40% throughout the term of the LIPA

settlement, any agreed-upon salary increase set forth in the Agreement shall be the subject of reopened negotiations at the election of either the District or the Association during the term of this Agreement. After the passage of four (4) weeks, if the parties are unable to agree upon the modification of the salary increase, either party may submit the issue to the State PERB for mediation.

BY: Kathleen Brennan
Board of Education, Port Jefferson Union Free School District

DATE: 2/26/19

BY: Port Jefferson
Port Jefferson Faculty and Technology Supervisors' Association

DATE 2/13/2019