

AGREEMENT

BETWEEN

**THE PORT JEFFERSON PUBLIC
SCHOOLS**

AND

**PORT JEFFERSON OFFICE STAFF
ASSOCIATION,
NYSUT, AFT, AFL-CIO**

JULY 1, 2016 - JUNE 30, 2018

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STATEMENT OF RECOGNITION

The Port Jefferson Board of Education, Union Free School District No. 6 of the Town of Brookhaven, Suffolk County, New York, in accordance with the provisions of the Public Employees Fair Employment Act (Taylor Law) of 1967, on the basis of resolutions passed, acted at the regular meeting of November 4, 1975, to recognize the Port Jefferson Office Staff Association, affiliated with NYSUT, AFT, AFL-CIO, as the bargaining agent for the members of the clerical staff of this school district.

ARTICLE I **EMPLOYEE**

The term "permanent employee" shall mean a person who has been employed by the school district in a Civil Service Certified Position continuously on a full-time ten (10) or twelve (12) month basis.

ARTICLE II **PHYSICAL EXAMINATION**

Each new employee shall undergo a satisfactory physical examination as part of the condition of employment. If the school physician is chosen, the school district shall bear the expense. If a private doctor is chosen, the employee shall pay for the examination. The type of examination shall be determined by the Board of Education and shall be reported on a form provided by the school district.

ARTICLE III **GRIEVANCE PROCEDURE**

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: Individuals shall have the right to discuss with the immediate supervisor and/or the administrator any matter which the individual feels is a grievance pertaining to the contract in the presence of one other Association member. Where groups of individuals of the Association feel they have a grievance, they will follow the same procedure as outlined for an individual, being represented by up to three (3) members.

STEP 2: If the individual/group feels the grievance has not been adequately dealt with, a meeting with the Superintendent may be petitioned for, in writing, within five (5) days. At this meeting, the individual may be represented by no more than two (2) other persons in addition to himself.

STEP 3: If the grievance has not been settled to the satisfaction of the individual after Step 2 above, the individual may petition in writing for a meeting with the Board of Education. This meeting shall be held without the public in attendance and the Board shall be required to render a decision in writing within ten (10) days after the meeting.

ARTICLE IV **VACANCIES AND/OR PROMOTIONS**

When openings for vacancies and/or promotions in the clerical staff, full or part-time occur, the President will be advised and postings will be sent to all schools. The President will be responsible for notifying each clerical employee as soon as such openings occur. A job description and statement of qualifications for such position will be clearly indicated in the announcement. All applications will be submitted for consideration within one (1) week after the announcement of a vacancy. The clerical personnel already employed in the district will be interviewed and considered prior to the consideration of other applicants.

ARTICLE V
RETIREMENT/LEAVES

A. Effective November 28, 1977, those employees who joined the retirement system prior to July 1, 1976, are included under Sec. 75 (I) of the New York State Employees Retirement Law, the cost of which shall be fully paid by the District.

B. 1. Pay shall be given for cumulative, unused sick leave. When an employee retires or leaves the District, the Association member will be paid the employee's average daily rate of pay for 50% of the unused true sick days to a maximum of 250 days of the unused true sick days.

ARTICLE VI
HEALTH, DENTAL AND LIFE INSURANCE

A. All employees hired prior to January 1, 2014 will pay seventeen (17%) percent of the premiums of a comprehensive group health and dental insurance plan and vision/excess major medical insurance until June 30, 2017. Effective July 1, 2017, the premium contribution for these employees shall increase to 18% for such coverage. Any clerical staff member hired after January 1, 2014 will pay eighteen (18%) percent of the premiums for a comprehensive group health and dental insurance plan and vision/excess major medical insurance.

B. Eighty-five (85%) percent of the premiums of a group life insurance plan, which permits purchase of life insurance equal to twice the employee's salary (to the nearest \$1,000) will be absorbed by the Board of Education.

C. The above plans are available to all full-time employees.

D. 1. Employees, who elect to decline participation in said insurance plan and in lieu thereof, shall receive a health insurance buy-out paid by the District. Effective January 1, 2014, the health insurance buyout shall be capped at the declination rates in effect for the 2013-14 school year, which are:

Medical: \$3,925.77 for individual coverage and \$8,671.92 for family coverage.

Dental: \$322.98 for individual coverage and \$887.40 for family coverage.

Excess/Vision: \$79.38 for individual coverage and \$195.36 for family coverage.

The parties acknowledge that the health insurance buy-out is subject to the restrictions set forth in Civil Service Policy Memo 122r3. In the event that NYSHIP amends, rescinds or revokes any portion of this NYSHIP Policy Memo for its participating subdivisions, or is deemed unlawful by a court of competent jurisdiction, the District will prospectively reinstate the buy-out for the affected unit members.

2. Employees, who elect not to participate in the program in consideration for the afore-stated payment by the District, shall be required to provide sufficient notice to the District of their intention not to participate and of the time period of their non-participation. Yearly enrollment and withdrawal of enrollment in the plan shall be in strict accordance with the enrollment procedures, timetables, and requirements imposed by the insurance carrier or established by the District.

3. Employees who elect not to participate in the plan and who then re-enroll during the term of this contract in accordance with the procedures, timetables and requirements imposed by the insurance carrier of the District shall be entitled to receive the benefits of the plan at the rate of contribution by the Board of Education applicable to employees.

4. The Superintendent of Schools, in his discretion, shall establish procedures for the implementation of this provision and for the method of payment.

5. Employees who elect not to participate in the plan in consideration of payment paid by the District may still participate in the dental and/or optical portions of the District's group insurance plan.

6. If the District changes insurance carriers, the level of benefits will at least remain at the level in effect during the 1991-92 school year.

ARTICLE VII **ANNUITY**

The Board of Education has approved a tax-sheltered annuity plan for all full-time employees who wish to obtain the benefits such plans provide.

ARTICLE VIII **MEETING PRIVILEGES**

For its three (3) required meetings per year, it is agreed that the Association will meet at 3:45 p.m. and be permitted to use school facilities. To allow members whose work day extends one hour longer than the majority, it is further agreed that those members be permitted to conclude their duties at 3:45 p.m. on the prescribed days, without loss to them, in order to attend the required meetings. Timely notice to be given to the immediate supervisor.

ARTICLE IX **SICK LEAVE**

A. All full-time employees are entitled to fully paid sick leave of twelve (12) days per year accruing at the rate of one (1) day per month. Such employees shall be permitted to accumulate up to a total of three hundred (300) days. The twelve (12) sick days leave allowance for the current year is not counted as part of the cumulative total of three hundred (300) days.

The term “day” is interpreted to mean a working day during the normal year. Days of leave for religious holidays will be charged against sick leave. The employee may, at his option, elect to charge a religious holiday absence to his personal day allowance.

B. Once a full-time unit member accumulates thirty (30) days, the Association member may be paid for unused annual sick leave at a rate of one for two days basis for that school year. In this case, the unused sick time allotment will not be accumulated toward retirement.

C. At the beginning of each school year, employees will receive an annual statement showing the number of accumulated sick days.

D. Sick Leave Bank

1. Each employee (covered by this agreement) may elect to have deducted from their annual sick leave up to two (2) days to be contributed to a sick leave bank. The District will match contributions. Forms to deduct sick leave will be sent to each member and must be returned to the President of the Association.

2. In order to be eligible to apply for days from the Sick Leave Bank, a person must:

a. Have exhausted their accumulated total of sick leave days.

b. Have had an illness during the year of application of ten continuous school days.

3. If approved, an eligible person may draw upon this Bank for a total of up to fifteen (15) days per application and may reapply for additional days if necessary. The maximum lifetime allowance per Association member shall not exceed ninety (90) days. The

approval of each application and the number of days granted shall be provided herein. Each applicant shall be notified, in writing, when the request is approved or denied.

4. The Superintendent of Schools and the President of the Association, in conjunction with each other, shall accept or reject each application on the basis of its merits, and shall determine the number of days that may be granted from the Bank. Either may request written verification for the need for such days from a school physician, or another designated physician. Concurrence by a second physician may also be requested.

5. Excluded from coverage under this Sick Leave Bank are those absences for which treatment is not being sought.

6. The above provision shall not apply to any person eligible for a disability pension.

7. Persons no longer receiving any sick time compensation (sick bank or other) may take an unpaid leave of absence for medical reasons. Such reasons must be submitted to the District.

SICK LEAVE BANK DEDUCTION AUTHORIZATION

I, _____, do hereby request the Port Jefferson School District, to deduct ____ days from my annual sick leave to contribute to the Office Staff Associations sick leave bank.

Date

Signature

ARTICLE X
BEREAVEMENT LEAVE

In case of death in the family, the employee will, 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) calendar days without deduction of salary.

ARTICLE XI
PERSONAL LEAVE

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

1. A written request is submitted at least one day prior to the absence on the school form.
2. Such absences are not contiguous to a school holiday.
3. Any unused personal days shall be added to cumulative sick days.
4. Employees may be granted an excused absence for emergency reasons by the Chief Administrative Officer provided that a written request (citing such reasons) is submitted.

ARTICLE XII
CATASTROPHIC SICK LEAVE

After two (2) years of continuous employment, a leave of absence for up to 365 continuous calendar days, without pay, may be granted, upon request, to a permanent employee, in the following circumstances:

1. After an Association member's sick leave is exhausted, the employee continues 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 spouse, children, or parents, resulting in a situation that reasonably necessitates the personal presence of the employee. (In the case of parents, the employee may be required by the District to substantiate the necessity of their presence.)

3. At the expiration of such leave, the employee shall be returned to their position or an equivalent position without loss of seniority or benefits the Association member had when the leave began if the District is notified at least thirty (30) days prior to return to work. While on leave, the Association member may pay the full cost to maintain health, dental and life insurance coverage if arrangements can be made.

4. Leave of absence for other reasons shall be deemed special cases and shall be acted upon by the Board of Education after due investigation and consideration. If such request for leave is granted, the provisions stated in Article XII (3) above, shall apply.

5. All absences other than those listed in Articles IX, X, XI, and XII shall be regarded as unexcused.

ARTICLE XIII
REPLACEMENT SICK LEAVE AND OTHER ABSENCES

During the period an employee is on a leave of absence, a replacement person will be hired through Civil Service, if possible, on a contingent basis (preferably prior to the person leaving so proper training can take place). (Civil Service rule XV, pgs. 9-10.)

ARTICLE XIV
MATERNITY LEAVE

A pregnant employee may work as long as she and her doctor determine it is safe for her to do so and she can fulfill her job responsibilities. Said employee may use sick leave only during the period of actual disability. The period of physical disability related to pregnancy and post delivery shall be determined by professional medical opinion.

ARTICLE XV
CHILD CARE LEAVE

An employee who wishes to rear his or her child will be granted unpaid leave for a period of up to two (2) full years. The employee will give the District at least thirty (30) days notice before taking such leaves. In the case of an employee using sick leave under the provision of this agreement, child care leave may commence when the doctor determines that a physical disability no longer exists.

After returning from child care leave, an employee shall be reassigned without loss of rights or seniority.

ARTICLE XVI
JOB DEFINITION - WORK REQUIREMENTS

1. Employees shall not be expected to regularly perform duties specified or implied in another job category. EX: Clerk Typist shall not do work of Stenographer.
2. If a person works in another job classification for more than five (5) days, the Association member should be compensated at the higher rate. If after more than three (3) weeks of continuously working at another job classification, the position shall be reviewed by the immediate supervisor.

3. On those days when school is not in session, yet Office Staff members are required to be in attendance, areas housing said Office Staff members shall have temperatures at a comfortable working degree.

4. Cross-training office staff will be required to become trained in at least one other office position function (cross-training) to maintain trained, competent backup personnel. Back-up personnel will share the same civil service classification.

ARTICLE XVII
EMERGENCY SCHOOL CLOSING

In the event that school is closed due to an emergency, such as a snow day, Office Staff members will not be required to work. In the event that school is closed during the day, Office Staff members will be excused as soon as possible after students are dismissed.

In the event of a delayed opening, clerical employees will report to work thirty (30) minutes before the students announced reporting time. District Office will coincide with elementary hours.

ARTICLE XVIII
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 the result of the usual local jury selection system.

ARTICLE XIX
HOLIDAYS

1. During the school year the Office Staff shall be entitled to all holidays as stated on the school calendar.

2. Office Staff members shall not be required to work during the recess periods.

ARTICLE XX
VACATIONS

1. All full-time employees who have worked a minimum of six (6) months commencing on July 1 are entitled to a vacation as set forth below:

Such vacations are to be taken with the approval of the immediate supervisor as follows:

Year 1	One (1) week (In the first year of employment, employees shall have worked a minimum of six (6) months from July 1. The grant of vacation days will be proportional to the start date of the unit member. For example, a July 1 st start date will receive five (5) days after six (6) months of employment, while a September 1 st start date will receive 3.75 days after six (6) months of employment.)
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Year 2 - Year 3	Two (2) weeks
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Year 4 - Year 7	Three (3) weeks
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Year 8 and Beyond	Four (4) weeks
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(To be arranged with the joint approval of the Building Principal and Chief Administrative Officer)

2. A unit member may sell back or carry forward vacation days at the end of the school year by making a written request to the Superintendent no later than June 1st. Any days carried forward may be added to the unit member's "vacation bank." The total number of days in the bank shall not exceed thirty (30) days. Any unit member with more than thirty (30) vacation days may either sell back or use the excess days. The decision to approve or deny the request shall be in the sole discretion of the Superintendent and is non-grievable.

3. In the final year of a unit member's employment, the unit member will only be eligible for a proportional allocation of the current year's vacation days. The unit member will be financially liable for any vacation days taken in excess of the proportional amount unless he/she has days remaining in the vacation bank which may be applied to offset that liability. For example, a unit member that separated from the District on March 31st would only be eligible for 75% of the current year vacation allocation while a June 30th separation would be eligible for 100% of the current year vacation allocation.

4. In case of death of an Office Staff member, her/his beneficiary is to receive payment in compensation for any unused vacation time.

5. A unit member who voluntarily separates or retires directly from the District into the New York Employees' Retirement System may cash-in his/her vacation bank at 1/240th of that year's salary.

6. A unit member may withdraw from the vacation bank during any school year upon extenuating circumstances upon making a written request to the Superintendent. The decision to approve or deny the request shall be in the sole discretion of the Superintendent and is non-grievable.

ARTICLE XXI **WORK WEEK**

1. The work week for all full-time Office Staff members will be thirty-five (35) hours during the school year.

2. Beginning with the first working day after high school graduation and ending with the last day before Superintendent's Conference Day, the work day will be 8 AM - 2 PM.

3. During those school years in which teacher conference days are scheduled during the month of August, all unit members will work scheduled conference hours.

4. At the discretion of the Superintendent and upon consultation with the Unit President, in the years in which the school calendar provides a non-working day for teachers on the Friday before Labor Day, those unit members who work the teacher calendar year will receive a paid holiday on the Friday before Labor Day, except that the Superintendent of Schools, in consultation with the Unit President, shall have the right to designate not more than three (3) unit members to work a set number of hours on that day. Those selected unit members will be compensated at one and a half times their hourly rate for all hours worked on that date.

ARTICLE XXII
OVERTIME

1. If overtime is required by the Administration, it shall be compensated for by time and one-half pay in accordance with the Federal requirements of the Fair Labor Standards Act.

2. It is understood the overtime will mean that time when an employee is requested by her immediate supervisor to work beyond the hours of a normal working day.

ARTICLE XXIII
REQUIRED STATEMENT - SECTION 201-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 XXIV
COMPENSATION

1. The salaries of Office Staff members shall be computed in accordance with the provisions of ARTICLE XXXIII -- SALARIES and ARTICLE XXV -- LONGEVITY.

2. Office Staff members who change job classifications shall be paid the new salary of the new classification.

3. Expenses for the use of an employee's vehicle on school business will be reimbursed at the I.R.S. rate per mile.

ARTICLE XXV
LONGEVITY

Longevity increments for senior clerk typist, senior stenographer, office application specialist, personnel transaction clerk and senior office application specialist shall be given as follows:

After 5 years of satisfactory service	\$2,245
After 9 years of satisfactory service	\$2,245
After 14 years of satisfactory service	\$561

Longevity increments for clerk typist, attendance aide, and stenographer shall be given as follows:

After 3 years of satisfactory service	\$1,122
After 5 years of satisfactory service	\$842

who submit deduction authorization forms after dues have commenced, dues shall be taken out of each of the remaining ten (10) checks in the same amount as is deducted from unit members who have dues deducted over the full ten (10) periods.

4. No later than September 30th of each year the Board will provide the Association with a list of those employees who have voluntarily authorized the Board to deduct dues pursuant to Section 1 above.

5. That except for the ordinary diligence and care in the deduction and transmittal of the monies to the Association, the Association agrees to hold the Board free from all liability, with the exception of attorneys fees, in connection with dues deduction.

6. The Port Jefferson Office Staff Association affirms that it has adopted such procedures for refund of agency fee deduction as required by law and a copy of such procedure shall be provided to the District.

7. In the event there are changes of staff during the school year, and such employees do not elect dues deduction, the Association will update its list in January of the school year for purposes of Agency Fee Deduction. Such list will be submitted to the School Business Administrator no later than January 15.

ARTICLE XXIX
PROPERTY LOSS

In the event an Office Staff member suffers a personal property loss through no fault of the member while performing his/her duties, the District shall reimburse such unit member for a loss not to exceed Two Hundred (\$200) Dollars per incident. In no event shall the District expend more than a total of Five Hundred (\$500) Dollars per year pursuant to this provision.

ARTICLE XXX
EXCESS NOTIFICATION

Any Office Staff member shall be notified by June 1st, if their services are not going to be needed for the following year.

ARTICLE XXXI
RECALL AND LONG TERM LEAVE

Any Office Staff employee who is recalled will be entitled to all fringe benefits previously held and salary will be the same as last full year's work plus 50% of whatever raise is given for year returning to be prorated by number of days to be worked.

ARTICLE XXXII
DIFFERENTIATED STAFFING

All central operations staff shall work under differentiate staffing work schedule. They will work thirty-five hours (35) hours with an additional hour for lunch equaling 40 hours.

Differentiated Staffing Work Schedule:

A. Central Operations includes:

Operations and Maintenance
Transportation and School Lunch
Special Education
School Business Operations

These positions will work all recess days. They will also receive 15 paid holidays per year of the 20 listed in Appendix A. The selection will be approved by the employee's immediate supervisor.

B. Building Operations includes:

Principals Offices
Guidance Office
Building Offices
Attendance Office
Athletic Office

These positions will work as stated in Article 19, (3).

After execution of this agreement, Office Staff Association employees working under differential staffing will have their salaries adjusted accordingly.

Any Office Staff Association employee currently working may request to be placed on differential staffing and their salaries will be adjusted accordingly, if the request is approved by their direct supervising administrator.

Once placed on the differential, employees have no rights to return to the non-differentiated employment time.

C. Calculation of Differential

1. Central operations staff who work the additional days will receive a 15% differential increase on their base salary each year.

2. Central office staff working the differential hours will receive one additional holiday (16 chosen from the 20 in Appendix A).

3. Overtime rates will be calculated on the number of days in the work year (260 to 262) and divided into the base salary as has been the practice for the non-differentiated employment time. Unit members receiving the fifteen (15%) percent differential will have the differential amount included in their base salary for purposes of overtime.

D. Pilot Program

The parties have agreed to enter into a 'Pilot Program' with respect to 'Differentiated Staffing' for the period of July 1, 2016, through June 30, 2018 only. All central operations staff shall work under a differentiated staffing schedule and receive the 15% differential set forth in this Agreement. With the approval of their immediate supervisor, these staff members will have the option to "opt-out" of the differentiated staffing schedule. If a central operations staff member is not required to work the differentiated staffing schedule, then such staff member shall work in accordance with all terms and conditions of employment with respect to non-differentiated staffing schedules. All clerical staff shall work the same summer hours regardless if they are working a differentiated staffing schedule or a non-differentiated staffing schedule. A central operations supervisor shall have the right to require a central operations staff member who is working a non-differentiated staffing schedule to work certain days during the school recess (winter, mid-winter and spring) periods, to a maximum of five (5) days annually, provided the supervisor gives at least thirty (30) calendar days' notice of such requirement to the affected staff member. Employees working such days shall be paid an additional day's pay at their per diem rate of pay for each such day worked. Notwithstanding the foregoing supervisory right, however, an employee may request that such an assignment be waived for good cause, including but not limited to already made vacation plans, family circumstances, etc. Such requests shall not be unreasonably denied. This 'Pilot Program' shall expire on June 30, 2018, unless the parties agree to continue it thereafter, in its present or modified form. Should there be agreement to continue the Program after June 30, 2018, the terms of that agreement and the operative language for the Program shall be mutually agreed upon by the parties. Any issues regarding the

implementation of this Agreement shall be referred to the Superintendent and Unit President for discussion and resolution in a mutually acceptable manner.

ARTICLE XXXIII
SALARIES

Except for new hires, the base salaries of current staff members shall be as follows:

1. Effective July 1, 2016, each unit member's salary shall be increased by \$1,100 to determine the base salary of each unit member for the first (2016-2017) year of the Agreement.
2. Effective July 1, 2017, each unit member's salary shall be increased by \$1,100 to determine the base salary of each unit member for the second (2017-2018) year of this Agreement.

Effective July 1, 2016, the salaries for newly hired staff are as follows:

New Hire - Account Clerk	\$ 35,727
New Hire - Clerk Typist/Attendance Aide	\$ 33,236
New Hire - Office Application Specialist	\$ 40,281
New Hire - Senior Position	\$ 36,973
New Hire - Stenographer	\$ 34,482
New Hire - Senior Office Application Specialist	\$ 41,782

Effective July 1, 2017, the salaries for newly hired staff are as follows:

New Hire - Account Clerk	\$ 36,827
New Hire - Clerk Typist/Attendance Aide	\$ 34,336
New Hire - Office Application Specialist	\$ 41,381
New Hire - Senior Position	\$ 38,073
New Hire - Stenographer	\$ 35,582
New Hire - Senior Office Application Specialist	\$ 42,882

Except for account clerk, all unit members who are promoted to the corresponding "senior" civil service classification shall be paid an additional \$1,500 on the member's base salary. Account clerk unit members who are promoted to senior account clerks shall be paid an additional \$2,000 on the member's base salary.

ARTICLE XXXIV
DURATION

It is hereby agreed between the Port Jefferson Office Staff Association and the Port Jefferson Board of Education, Union Free School District No. 6, that this two (2) year contract will take effect July 1, 2016 and extend through June 30, 2018.

BY: Kathleen Brennan
President, Board of Education

DATE 9/13/16

BY: Paul Carriano
Superintendent of Schools

DATE 9/1/16

BY: Sarah Sperry
Port Jefferson Office Staff Association

DATE: 8-31-16

Maureen J. Goffi
Port Jefferson Office Staff Association

DATE 8/31/16

Romaine Day
Port Jefferson Office Staff Association

DATE 9-1-16

APPENDIX A

List of Holidays:

Independence Day

Labor Day

Rosh Hashanah (2 days)

Yom Kippur

Columbus Day

Veterans Day

Thanksgiving Day

The day after Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve

New Year's Day

Martin Luther King Day

President's Day

Passover (2 days)

Good Friday

Easter

Memorial Day