

# **AGREEMENT**

**between**

**THE PORT JEFFERSON  
CUSTODIAL WORKERS UNIT**

**-and-**

**THE PORT JEFFERSON  
UNION FREE SCHOOL DISTRICT**

**JULY 1, 2016 - JUNE 30, 2019**

## TABLE OF CONTENTS

<b>ARTICLE I</b> RECOGNITION.....	1
<b>ARTICLE II</b> NEGOTIATING PROCEDURE .....	1
<b>ARTICLE III</b> CSEA DUES DEDUCTION.. ...	2
<b>ARTICLE IV</b> ASSOCIATION BUSINESS....., .....	2
<b>ARTICLE V</b> JURY DUTY .....	2
<b>ARTICLE VI</b> HOLIDAYS.....	3
<b>ARTICLE VII</b> CHILD CARE LEAVE .....	3
<b>ARTICLE VIII</b> WORKERS' COMPENSATION .....	3
<b>ARTICLE IX</b> CATASTROPHIC SICK LEAVE .....	3
<b>ARTICLE X</b> PHYSICAL EXAMINATIONS... .....	4
<b>ARTICLE XI</b> UNIFORMS.....	4
<b>ARTICLE XII</b> LEGISLATIVE APPROVAL 204-a TAYLOR LAW .....	4
<b>ARTICLE XIII</b> SAVINGS CLAUSE.....	5

<b>ARTICLE XIV</b> OUT OF TITLE WORK.....	5
<b>ARTICLE XV</b> LEAVES.....	5
<b>ARTICLE XVI</b> WORK DAY - WORK WEEK... ..	6
<b>ARTICLE XVII</b> HEALTH INSURANCE.....	8
<b>ARTICLE XVIII</b> CAREER INCREMENT & SKILL AND TRAINING INCREMENT.....	8
<b>ARTICLE XIX</b> PAYROLL SHEETS.....	10
<b>ARTICLE XX</b> GRIEVANCE PROCEDURE ... ..	10
<b>ARTICLE XXI</b> PROMOTION AND VACANCIES.....	11
<b>ARTICLE XXII</b> INCLEMENT WEATHER - SNOW REMOVAL DUTY.....	12
<b>ARTICLE XXIII</b> IN-SERVICE COURSES.....	13
<b>ARTICLE XXIV</b> RETIREMENT.....	13
<b>ARTICLE XXV</b> VACATIONS.....	13
<b>ARTICLE XXVI</b> SALARY.....	14
<b>ARTICLE XXVII</b> CONTRACT REPRODUCTION.....	15
<b>ARTICLE XXVIII</b> DURATION.....	15

**ARTICLE XXIX**  
LAYOFFS.....15

**ARTICLE XXX**  
VANDALISM TO CAR.....16

**SALARY SCHEDULE**  
2016-2019 .....17

**ARTICLE I**  
**RECOGNITION**

A. The Board of Education of the Port Jefferson Union Free School District, having determined that the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, the recognized union by the Port Jefferson Custodial Unit No. 833900 of Local 870 CSEA, Inc., Local 1000 AFSCME, AFL-CIO, represents a majority of the District employees in an appropriate and defined unit, hereby recognizes said Association as the exclusive bargaining agent for such unit in accordance with Section 204 of the Public Employees Fair Employment Act. Individuals who are employed for 50% or more on a regular basis (1040 regular hours per year) are represented by the bargaining unit. Employees who work 60% or more of full time receive a lunch break of 30 minutes. Individuals employed between 15 to 20 hours, prior to July 1, 1996 will be members of the bargaining unit. Said recognition shall extend for the maximum period allowed by the Act. Said unit is defined as consisting of full-time employees classified as Custodial Worker I, Grounds Keeper I, Guard I, Mechanic I and Maintenance Worker I and excludes all other members of the Operations and Maintenance Staff; such as, but not limited to Chief Head Custodian, Head Custodian, Custodial Worker II, and Foremen.

B. A permanent part-time employee is defined as per Suffolk County Civil Service Department regulations and has completed 26 weeks of continuous employment and one who has been appointed by the Board of Education. For the purpose of this section, the regulation governing the Competitive (part-time) shall apply. The provisions of Article III (Agency Shop) shall apply to the above referenced employees and the fee collected will be subjected to C.S.E.A. dues-Agency Shop fees. The District shall act only as a collection and disbursement agent for the unit as regards authorized dues deduction procedures.

C. Substitute employees are not represented by the bargaining unit. The definition of a "substitute employee" is an individual who is employed to do the work of an individual who maintains ownership of the position but is absent for less than thirty days for contractually and legally appropriate reasons.

D. Temporary employees are not represented by the bargaining unit. The definition of "temporary employee" is an individual who is employed in a position that is not held by another or is held by an individual who is on a long term leave of more than thirty days and will end either with the employment of a permanent employee in that position or within 30 days of appointment of the temporary employee.

**ARTICLE II**  
**NEGOTIATING PROCEDURE**

Negotiations proposals of either party are to be submitted in the order of articles numbered in the Agreement with the specific proposal to be added.

**ARTICLE III**  
**CSEA DUES DEDUCTIONS**

A. Dues for membership in the Civil Service Employees Association will be deducted in equal installments from each paycheck of those employees who have designated such deduction in writing. All employees covered by this Agreement shall be subject to the "Agency Shop" Regulation with the "Union Appeals Procedure". Permanent part-time employees shall be subject to the "Agency Shop" Regulation. A pro-rated portion of dues as determined by the Union shall apply to them.

B. The District shall act only as a collection and disbursement agent for the Unit as regards authorized dues deduction procedures. No other salary deduction shall be made.

**ARTICLE IV**  
**ASSOCIATION BUSINESS**

A. A CSEA representative may enter District premises for association business provided that such entry is with the prior notice to the Chief School Officer and the building principal. Such business will not interfere with the employee's work hours and work duty.

B. Meetings: The District will permit the association to conduct meetings at reasonable times and places provided that any costs attached shall be borne by the union, such meetings, do not in any way interfere with normal working hours, requests for such meeting space are made at least two (2) days in advance, and that such space is available without interruption or interference with any other District usage. Requests for building usage shall be made in the usual manner on the form provided by the District.

C. The Association may conduct a meeting which may interfere with normal working hours for the individual employees provided that prior approval is given the Business Administrator and that the normal working hours be made up according to a schedule also approved by the Building Administrator.

**ARTICLE V**  
**JURY DUTY**

An employee who is required to serve on jury duty shall suffer no loss of pay. Any remuneration received by such employee for other than meals or transportation shall be remitted to the District. Such service to be rendered as a result of the usual local jury selection system and not as a result of individual employee volunteering for jury service.

**ARTICLE VI**  
**HOLIDAYS**

Full-time employees are entitled to sixteen (16) paid holidays per year of the following 20 holidays, pending the approval of the Superintendent and the District's ability to operate facilities when students are present.

Independence Day, Labor Day, Rosh Hashanah (2 days), Yom Kippur, Columbus Day, Veteran's Day, Thanksgiving Day, 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.

The additional holidays needed to complete the full complement of days will be selected by the District from the school calendar. Additional holidays will be taken on day approved by the District.

Part-time Unit members shall be entitled to eight (8) paid holidays.

**ARTICLE VII**  
**CHILD CARE LEAVE**

Child care leave shall be provided without pay or benefits to employees for parenthood. Leave, including any accrued leave entitlement utilized, must commence within one hundred twenty (120) calendar days of the birth of a child parented by the employee, or one hundred twenty (120) calendar days of the adoption by an employee of a child less than five (5) years of age. Such leave shall extend up to one (1) calendar year inclusive of the use of the accrued leave entitlement, except that the District may elect to extend up to one additional calendar year leave of absence (for a total maximum of two (2) calendar years). Nothing in this article shall deny any employee rights as stated by any law. No more than one marital spouse may be on a child care leave at any one time.

**ARTICLE VIII**  
**WORKERS' COMPENSATION**

Workers' Compensation for this unit will be in accordance with the District Plan required for all employees.

**ARTICLE IX**  
**CATASTROPHIC SICK LEAVE**

When an individual has exhausted all leave and his/her illness is of such a nature that extensive time away from the job is needed, the employee may request an

extended leave for up to six (6) months' time. The granting or denial of this leave with or without pay is at the discretion of the administration and subject to the approval of the Board of Education.

**ARTICLE X**  
**PHYSICAL EXAMINATIONS**

A. Each employee shall undergo a physical examination prior to the opening day of school on the first year of employment and every third year thereafter or at any other time as required by the District. Such examination results shall be reported to the Superintendent on a form provided by the District.

B. The employee will have such examination without cost. He or she may choose to use his/her private physician or the school physician, however, the District payment will be limited to normal fee of the school physician.

C. Physical examinations normally will be conducted at other than working hours and without pay to the individual employee. However, if it is necessary that an examination take place during the normal work hours, one hour's pay shall be paid to the employee.

**ARTICLE XI**  
**UNIFORMS**

The District will reimburse up to \$350 a year for uniforms and District pre-approved accessories. Receipts must be provided unless the employee requests that the District purchase the uniforms or accessories for the employee, in which case the purchase price will be deducted from the \$350. Although the choice of the uniform purchase is that of the Unit member, the District reserves the right to exercise its discretion by approving or disapproving the Unit member's uniform selection in ensuring that the selection conforms to the general uniform dress code for custodial workers.

**ARTICLE XII**  
**LEGISLATIVE APPROVAL - 204-a - 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 OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.



**ARTICLE XIII**  
**SAVINGS CLAUSE**

If any provision of this Agreement shall be found contrary to law then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in effect.

**ARTICLE XIV**  
**OUT OF TITLE WORK**

Employees assigned to perform work of a higher paid position (out of title) shall receive the pay of the higher paid position if working in that position for more than ten (10) consecutive work days. The initial job assignment will indicate the possible duration of the assignment if that information is available.

**ARTICLE XV**  
**LEAVES**

A. Sick Leave - Full-time 12 month employees (full-time designated as those working 35 or more hours per week) will be allotted 12 days of sick leave per year on the basis of 1 day per month to a maximum accumulation of 190 days. Ten month full-time employees will be allotted 10 days of sick leave per year on the basis of 1 day per month to a maximum accumulation of 150 days. Such time is to be used for personal illness of the employee or death in the immediate family of an employee under the following conditions:

1. Anyone who is absent for personal illness reasons for more than three consecutive days shall be required to submit a physician's statement to the District.

2. Personal Leave - Each employee may be given three (3) personal leave days each year. In order to take personal leave the individual must state the reason for the leave on a form provided by the District. Such request must be made at least 72 hours in advance of the requested day except in the case of an emergency. The granting or denial of such leave shall be at the discretion of the Superintendent. No personal leave days will be granted the day before or the day after a vacation or holiday. Unused personal leave days, for each full year of service, shall be credited as sick leave for the next school year. Approval is not automatic and reasons must be stated.

3. Bereavement Leave - Bereavement leave is separate from sick leave and may be taken to a maximum of 5 days for each occurrence of death in the immediate family (defined as father, mother, spouse, child of the employee, brother, sister, grandparents and grandchildren).

4. Full time employees may take a maximum of 3 days of bereavement leave for each occurrence of death in the extended family (defined as including, but not limited to, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law uncles, aunts, and cousins) of a Unit member. .

5. Part-time employee benefits - After one year of employment with the Port Jefferson Union Free School District, part-time bargaining unit members shall be entitled to the following yearly leave allowances:

Employed for 1 year - 2 sick leave days\*  
Employed for 2 years - 4 sick leave days  
Employed for 3 years - 6 sick leave days

Employed for 1 year – 1.5 personal leave day  
Hourly rate shall be \$12.50 after 1 year of service

\*Each of the above leave days are .5 days to correspond with the part-time workday.

6. Sick and personal leave may only be granted to Unit members on either half or full day increments. Requests for sick and personal leave on any increment less than a half day will only be granted at the Superintendent of School's discretion due to unforeseen and emergent circumstances of the Unit member.

7. Effective July 1, 2016, the parties agree that there may be rare and extreme circumstances wherein a Unit member may be granted paid leave to care for a parent, spouse or child who is facing illness or injury. Subject to the discretion of the Superintendent of Schools, Unit members may use up to five (5) accrued days per year for any illness and/or injury of a parent, spouse, or child.

8. 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 190 days.

**ARTICLE XVI**  
**WORK DAY - WORK WEEK**

A. Hourly wages for full-time employees shall be calculated on the basis of the annual salary divided by 2080 hours for a full time employee, exclusive of overtime worked for more than 40 hours per week less holidays and earned leave entitlement.

1. The work week for full-time employees employed prior to the July 1, 1982 shall normally be five continuous days, Monday through Friday. The District may assign other work weeks inclusive of Saturday and Sunday to employees hired since July 1, 1982.

B. Effective July 1, 2016, 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.

Full year, full time employment is 260 working days less holidays and earned leave entitlement.

C. Individuals who are employed for 50% or more on a regular basis (1040 regular hours per year) are represented by the bargaining unit. Hourly wages for part-time employees shall be calculated on the number of hours the person is employed with benefits, calculated as a proration based on 2080 hours per year for individuals employed 50% or more of full time. Employees who work 60% or more of full time receive a lunch break of 30 minutes. Individuals employed between 15 to 20 hours, prior to July 1, 1996 will be members of the bargaining unit.

D. Overtime will be paid at a rate of 1.5 times the normal hourly rate for all time over 8 hours per day or 40 hours per week.

E. Shift hours are determined by the administration since the needs of the students and the available talents of the staff has to be coordinated. At times overlapping shifts may be necessary in order to provide coverage. However, the administration will establish an individual's working hours so as to permit normally consistent hours during the year. This Article is not intended to diminish the overtime the employees receive for annual events (graduation, senior ball, etc.).

1. Employees shall be given one week's notice of changes in work schedules unless the change is due to an emergency.

2. The District agrees that all unit members whose normal entire work shift falls between 3:00 p.m. and 8:00 a.m. shall receive an annual differential stipend of \$500.00. To the extent that there is any off cycle change to a Unit member's work shift, resulting in that Unit member working between 3:00 p.m. and 11:30 p.m., that Unit member shall receive the annual differential stipend of \$500.00 on a pro-rated basis. Any payment of the annual differential stipend will be paid to the Unit members in their last paycheck of June.

F. Call-In Duty for Guard

Should the Guard be called in from home by his supervisor to attend to an alarm or security check, he shall be paid \$100 for the call-in duty.

G. Ten-month unit members may elect to be paid pursuant to a 21 or a 26 week payroll, upon proper notice to the Business Office.

**ARTICLE XVII**  
**HEALTH INSURANCE**

A. For all employees eighty-three (83%) percent of a comprehensive group health and dental plan will be paid by the Board of Education. The plans are available to all full-time employees. Effective July 1, 2017, for all employees, eighty-two (82%) percent of a comprehensive group health and dental plan will be paid by the Board of Education. Effective July 1, 2018, for all employees, eighty-one (81%) percent of a comprehensive group health and dental plan will be paid by the Board of Education.

B. Employees who are enrolled (as of November 20, 1996) in the District's group health and dental insurance plan, may elect to decline participation in said insurance plan for one full year and in lieu thereof, receive a payment of one thousand seven hundred and fifty (\$1,750) dollars per annum for individual coverage and three thousand (\$3,000) dollars for family coverage, as applicable, effective upon the first open enrollment period in July, 2012.

C. Employees who elect not to participate in the plan in consideration for the \$1,750 or \$3,000 payment shall be required to provide sufficient notice to the District of their intention not to participate for that year. Yearly enrollment and withdrawal of enrollment in the plan shall be in strict accordance with the enrollment procedures, time-tables, and requirements imposed by the insurance carrier or established by the District. The Association acknowledges and agrees that the requirements of NYSHIP Employee Benefits Division Policy Memo 122r3 relating to eligibility for the waiver buyout shall go into effect on January 1, 2014 for this unit. The Association acknowledges and understands that the District will continue to adhere to Policy Memo 122r3, or any amendment thereto, unless and until Policy Memo 122r3 is withdrawn, revoked and/or rescinded by the Civil Service Commission. Furthermore, it is understood that if the Department of Civil Service NYSHIP should change or modify its rules, or legislation is enacted permitting employees to opt out of the NYSHIP plan under a buyout program, the District will reinstate the buyout program prospectively to rules established by NYSHIP.

D. The Superintendent of Schools, in his/her discretion, shall establish procedures for the implementation of this provision and for the method of payment of the \$1,750 or \$3,000. The payment shall be paid to the employee during the last pay period in June of the school year of non-participation.

**ARTICLE XVIII**  
**CAREER INCREMENT & SKILL AND TRAINING INCREMENT**

A. An employee who has fifteen years of service with the District and who has reached the age of fifty-two may elect a one-time career increment by filing a request with the District. This career increment shall amount to thirty (30%) percent of the salary for the year in which it is first applied for. It shall be payable in equal installments

over the three (3) year period, commencing with the year of application. No additional longevity increments will be paid during the time that the one-time career increment is being paid.

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

1. Year 5, an increment of \$250 will be paid for:

a. At District expense, becoming and maintaining certification in one of the following: a pesticide manager, chemical hazard officer, commercial driver's license or other as approved by the administration.

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

Year 5, an additional increment of \$250 will be paid for certification in second area as set forth in 1(a) above, for a total of \$500 for two certificates.

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

a. At District expense, becoming and maintaining certified in one additional of the above areas.

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 certified in one additional of the above areas.

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.

C. Full-time unit members who obtain AED/CPR certification provided at District expense shall be paid an annual stipend of \$250. This stipend shall be paid to eligible unit members without regard to years of service.

**ARTICLE XIX**  
**PAYROLL SHEETS**

The District shall notify the employee in writing when any changes are made by the District on the employee's submitted, signed payroll sheets. Said notification must include the change and the reasons therefor.

**ARTICLE XX**  
**GRIEVANCE PROCEDURE**

1. **Purpose**

It is the policy of the Port Jefferson School District and the Civil Service Employee Association Unit 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 proceeding.

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 Employee Unit and 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**

The Unit Supervisor shall respond in writing within one calendar week after receipt of such 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. **Chief School Officer**

The Superintendent 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 violative 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 the Agreement.

d. The Board of Education shall render a final decision within two (2) 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 XXI**  
**PROMOTION AND VACANCIES**

Positions which become vacant or newly created positions will be posted in each building. The posting will state the qualifications and the requirements of the vacancy.

Persons wishing to apply may do so in the manner prescribed for the applicants. Posting and public notice will coincide.

**ARTICLE XXII**  
**INCLEMENT WEATHER - SNOW REMOVAL DUTY**

A. Emergency closings of school are predicated on the safety of the children. Individuals who cannot attend work because of weather conditions may claim a personal day or sick day, at their discretion. Individuals will not be penalized for being absent from work if a state of emergency is declared and travel is prohibited and personal and sick days need not be used. Upon the lifting of travel restrictions, employees must report to work if at least two hours remain in the shift. The principal or supervisor may dismiss individuals early, if local weather conditions appear to become dangerous, at no penalty to the individual's daily wages.

B. School Day Cancellations, Emergency Closings and Snow Removal Operations - Assignments to early or late duties, in addition to the normal day's work will be compensated at 1.5 times the employees' normal hourly rate. Such additional duties shall include snow removal, deicing, or other emergency maintenance or repairs due to inclement weather or major mechanical breakdowns (i.e., heating, plumbing, roofs, electrical).

1. In the event that grounds crew employees are required to report to work for early or late snow removal, deicing, and/or grounds damage that might result in delaying school operations or endangering safety or property and cannot be accommodated within the normal eight hour work day and may require the grounds crew to work an unusual number of extended hours, therein obviating their ability to maintain their personal and real property and family duties suffering from like conditions, an additional six hours of straight time, retention pay shall be granted to grounds crew members working seven (7) or more hours each day of the emergency.

2. If an employee is not called, they are expected to work at the normal working hours.

3. In the event that custodial workers are required to report to work for snow removal, deicing and/or grounds damage that might result in delaying or closing of school operations or endangering safety or property, to the extent that the labor involved is strenuous and physically demanding in excess of that which is normally conducted on days when the school is not delayed or is open, the custodial workers will be paid 1½ times their hourly salary while conducting such work.

C. In the event that the District is closed because of a natural disaster, not caused by snow fall, and other District employees are receiving a paid excused day, Unit members shall be compensated their normal daily pay plus 1.5 times their normal hourly rate when they are required to report to 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.

### **ARTICLE XXIII** **IN-SERVICE COURSES**

In the event that the District directs an employee to take an in-service course the cost of the course will be paid by the District. Should that course only be given during an employee's normal work hours and the employee is required by the District to take the course, it will be without loss of pay for the hours in course attendance.

### **ARTICLE XXIV** **RETIREMENT**

**Section 1.** The District shall continue to cover each full-time employee with the New York State Civil Service Employee Retirement Plan 75-e.

**Section 2.** Meritorious Leave with pay, prior to retirement, shall be granted to otherwise qualified employees under the New York State Retirement system upon notification of intent to retire. Such notification will be final and irrevocable upon the part of the employee.

Paid leave shall be given for cumulative unused sick leave exclusive of leave accrued as the result of the employees returning to duty for uninterrupted period of 65 days (if applicable to that employee).

One day of leave shall be given for every two (2) days of authorized sick leave to a maximum of 180 days. Sick leave is defined as calendar days and not work days.

### **ARTICLE XXV** **VACATIONS**

A. A minimum of five working days prior to taking vacation, all vacation day requests must be submitted for review and approval by the Director of Facilities. Paid vacation as follows:

1. First year of employment up to 2 weeks as pro-rated for length of service.
2. Second year of employment through 4th year - two (2) weeks vacation entitlement.
3. Fifth year through ninth year - three (3) weeks vacation entitlement.

4. Tenth year and beyond - four (4) weeks vacation entitlement.
  - B. Prior approval of the Superintendent of her/his designee is required in order to carry over any unused vacation days to subsequent years. The District will consider carrying over no more than 10 days each year not to accumulate to more than a total of 10 days over more than one year. Such request must be made prior to April first and will be approved only if related to emergency situations that interfered with taking vacation during the year.
  - C. Employees may elect to cash in up to a maximum of five (5) unused vacation days in June of each year at the employee's per diem rate. The employee must follow District procedure and timetable for requesting said payout.
  - D. Employee vacation schedule is prorated from full time 2080 hours basis, for those working 50% or more.
  - E. Part-time Unit members shall be entitled to five (5) paid vacation days.

#### **ARTICLE XXVI** **SALARY**

- A. Employees' salaries will be as set forth in Appendix A for 2016-2019. The new entry level salary for new hires hired after ratification of this Agreement shall be \$34,400 for the 2016-2017 school year, \$35,400 for the 2017-2018 school year, and \$36,400 for the 2018-2019 school year. The hourly entry wage level for a part-time employee is \$14.61 per hour.
- B. A \$500 merit increase shall be added to the full-time unit member's base salary contingent upon receipt of a satisfactory annual evaluation for the previous school year. A full-time unit member who receives two (2) or more unsatisfactory ratings out of seven (7) written criteria on the annual Performance Evaluation form shall be deemed not to have received a satisfactory evaluation and will not have the \$500 added to his/her salary effective July 1. The denial of this merit pay shall not be grievable nor appealable in any forum, but the unit member may, upon request, ask for a second evaluation within thirty (30) days. Should the second evaluation be satisfactory, the unit member shall be paid the merit pay. A part-timer with one (1) year of service is eligible for a \$250 annual merit increase for such satisfactory evaluation.
- C. Bargaining unit members with certification as Asbestos Handler I and Asbestos Contractor Supervisor I will be compensated at a rate of \$20 per hour at straight time and \$30 for over-time of 40 hours of work per week when working on an approved asbestos abatement project, as part of their assigned duties.
- D. Longevity: Full-time unit members shall be eligible for the following annual longevity payment based on completion of years of continuous service.

Five (5) Years of Service: \$250  
Ten (10) Years of Service: an additional \$250

Said longevity shall be added to the member's base salary. These longevity amounts are not cumulative. Example: The unit member completes his fifth year of service at the salary of \$30,000; his salary is increased to \$30,250 during his sixth year of employment; no additional longevity is added to his base salary until he completes ten years of service at which time his salary is increased by another \$250.

The longevity payment for the part-time custodian shall be prorated; the same years of service shall apply.

**ARTICLE XXVII**  
**CONTRACT REPRODUCTION**

The Agreement will be reproduced by the District. The unit will be provided with enough copies for each of its members.

**ARTICLE XXVIII**  
**DURATION**

This Agreement constitutes the complete Agreement of the parties for a three (3) year term; Year 1: July 1, 2016 – June 30, 2017; Year 2: July 1, 2017 – June 30, 2018; Year 3: July 1, 2018 – June 30, 2019.

**ARTICLE XXIX**  
**LAYOFFS**

A. In the event of a layoff bargaining unit members shall be laid-off within the title affected by the layoff. Such layoff(s) shall be effectuated by utilizing the principal of seniority (the last person hired shall be the first person laid off).

Seniority shall be defined as length of continuous service to the Port Jefferson School District within the bargaining unit. For the purposes of this provision continuous service shall be deemed to exist from the date of initial employment providing that the employee has not had more than a 6 month break in service.

B. In the event of a layoff the District shall maintain a list of laid off employees for 2 years. If bargaining unit positions become available, the District must first (in seniority order) offer such available bargaining unit positions to those laid off employees on the list prior to hiring from outside the bargaining unit.

C. Employees who have been laid off shall be entitled to 50% of the monetary equivalent of their unused accumulated sick leave entitlement (1 day cash for 2 days unused sick leave).

**ARTICLE XXX  
VANDALISM TO CAR**

In the event that a Unit Member suffers damage to his/her vehicle, through no fault of the Unit member while performing his/her duties, the District, upon receipt of proof of payment of insurance deductibles or documentary proof of repair estimates, to the extent that collision insurance is not maintained, shall reimburse such Unit member for the loss not to exceed \$500.00 per incident. In no event shall the District expend more than a total of \$5,000.00 per year for such losses. Unit members must follow District procedures for processing a claim.

**CIVIL SERVICE EMPLOYEES ASSOCIATION  
LOCAL 1000 AFSCME, AFL-CIO**

**PORT JEFFERSON UNION FREE  
SCHOOL DISTRICT**

By:

  
Guy DiCosola  
Labor Relations Specialist

By:

  
Dr. Paul Casciano  
Superintendent of Schools

DATE:

08/30/16

DATE:

8/30/16

APPENDIX A

SALARY SCHEDULE

2016-2019

Employee ID	Pay Profile	FTE	2015-2016	2016-2017 (*500+5000)	2017-2018 (*500+1000)	2018-2019 (*500+1000)
1062	CW1	1.00	34,681.00	40,181	41,681	43,181
2135	CW1	1.00	30,400.00	35,900	37,400	38,900
1955	CW1	1.00	31,900.00	37,400	38,900	40,400
907	GRKP	1.00	51,060.00	56,560	58,060	59,560
2165	CW1	1.00	30,400.00	35,900	37,400	38,900
1118	CW1	1.00	41,252.00	46,752	48,252	49,752
2185	CW1	1.00	30,400.00	35,900	37,400	38,900
222	CW1	1.00	61,189.00	66,689	68,189	69,689
1245	CW1	1.00	39,736.00	45,236	46,736	48,236
2122	CW1	1.00	30,400.00	35,900	37,400	38,900
1277	CW1	1.00	39,735.00	45,235	46,735	48,235
1074	CW1	1.00	41,252.00	46,752	48,252	49,752
1942	SG	1.00	23,785.00	29,285	30,785	32,285
2111	SG	1.00	21,397.00	26,897	28,397	29,897
1240	SG	1.00	30,532.00	36,032	37,532	39,032
2133	SG	1.00	21,397.00	26,897	28,397	29,897
1717	CW1	0.50	13.92	16.55	17.27	17.99

New 12 Month

New 10 Month

New P/T hire

34,400  
25,397  
14.61

35,400  
26,397  
15.09

36,400  
27,397  
15.57

\* \$500 is contingent upon receipt of a satisfactory annual evaluation.

\*\*Salary Schedule does not reflect future payments of longevity included in Article XXVI, Paragraph D.