

**AGREEMENT**

**BETWEEN**

**THE PORT JEFFERSON PUBLIC  
SCHOOLS**

**AND**

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

**JULY 1, 2021 - JUNE 30, 2025**

## TABLE OF CONTENTS

Statement of Recognition.....	1
Article I – Employee .....	1
Article II – Physical Examination.....	1
Article III – Grievance Procedure.....	1
Article IV – Vacancies and/or Promotions .....	2
Article V – Retirement/Leaves .....	3
Article VI – Health, Dental and Life Insurance.....	4
Article VII – Annuity.....	7
Article VIII – Meeting Privileges .....	7
Article IX – Sick Leave .....	7
Article X – Bereavement Leave.....	9
Article XI – Personal Leave.....	10
Article XII – Catastrophic Sick Leave.....	10
Article XIII – Replacement Sick Leave and Other Absences.....	11
Article XIV – Maternity Leave.....	11
Article XV – Child Care Leave .....	11
Article XVI – Job Definition – Work Requirements.....	12
Article XVII – Emergency School Closing .....	12
Article XVIII – Jury Duty.....	13
Article XIX – Holidays.....	13
Article XX – Vacations.....	13
Article XXI – Work Year/Work Week.....	15

Article XXII – Overtime.....	16
Article XXIII – Required Statement - Section 201-a of the Taylor Law.....	16
Article XXIV – Compensation .....	16
Article XXV – Longevity .....	17
Article XXVI – Educational Incentive .....	17
Article XXVII – Career Increment .....	17
Article XXVIII – Dues Deduction.....	18
Article XXIX – Property Loss .....	19
Article XXX – Excess Notification .....	19
Article XXXI – Recall and Long-Term Leave .....	19
Article XXXII – Differentiated Staffing.....	20
Article XXXIII – Salaries .....	22
Article XXXIV – Evaluation .....	23
Article XXXV – Tuition Fees for Clerical Staff Members’ Children .....	24
Article XXXVI – LIPA Reopener .....	24
Article XXVII – Severability .....	25
Article XXXVIII – Duration.....	25
Appendix A – List of Holidays.....	26

## **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), eleven (11), 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 by email. 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. Pay shall be given for cumulative, unused sick leave. Upon thirty (30) days' notice, when an employee retires from the District, the Association member shall be paid the employee's average daily rate of pay for fifty percent (50%) of the unused sick days to a maximum of two hundred fifty (250) days of the unused sick days. Upon fourteen (14) days' notice, when an employee separates from the District for reasons other than retirement, the Association member will be paid the employee's average daily rate of pay for fifty percent (50%) of the unused sick days to a maximum of two hundred fifty (250) days of the unused sick days. Lesser notice may be accepted at the discretion of the Superintendent of Schools.

Said payment shall be deposited as a non-discretionary, non-elective employer contribution to the IRC Section 403-b account of the employee. The employer non-elective contribution set forth above shall be contributed to the provider designated by the employee to receive employer contributions.

The District shall make the maximum non-elective contribution permitted under IRC § 415(c)(1) of 1986 as amended. In the event that the aggregate of the employer non-elective contribution and the employee's contributions exceeds the applicable annual contribution limitation, the excess amount shall be contributed by the District, between the period January 1<sup>st</sup> and June 15<sup>th</sup> of the following year, to the 403-b account of the eligible employee in an amount up to the maximum contribution with respect to such eligible employee for that year. If any portion of the benefit still remains after both contributions, the excess amount, if any, shall be paid to the eligible employee. In no instance shall the eligible employee have any rights to, including the ability to receive any excess amount as compensation, unless and until the contribution limitation in each of the two (2) years is reached.

The employee acknowledges that the District has made no representations as to the position of the Internal Revenue Service regarding the tax-deferred status of the above-referenced contributions or as the position of NYSERS regarding whether these contributions shall be included in the employee's average salary.

B. Upon separation from the District or retirement into New York State Employee Retirement System, all employees shall be entitled to a payout of any accrued vacation days, including their vacation bank, in their final year of employment at 1/240<sup>th</sup> of that year's salary.

**ARTICLE VI**  
**HEALTH, DENTAL AND LIFE INSURANCE**

A. All employees will pay eighteen percent (18%) of the premiums of comprehensive group health and dental insurance plan and vision/excess major medical insurance. Effective July 1, 2024, all employees will pay nineteen percent (19%) of the premiums of 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 permanent 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. 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.

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/her 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.

E. 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. For unit members hired on or after October 1, 2021, the unit member must have completed ten (10) years of service with the District and be a member of the New York State Employees Retirement System.



In addition, the employee contribution rate for insurance coverage in retirement shall be as follows:

Health: The retiree shall contribute the same percentage of the premium of a health insurance plan identical to the plan provided for current employees covered under this Agreement that the retiree contributed at the time of his/her retirement. Once a retiree or his/her spouse reaches the age of 65, he/she must enroll in Medicare, Part B. The District shall reimburse such person the amount deducted from his/her Social Security benefits to pay for such enrollment.

Excess Health Coverage: The retiree shall contribute the same percentage of the premium of an excess major medical plan identical to the one provided for current employees covered under this Agreement that the retiree contributed at the time of his/her retirement.

Dental: The retiree shall contribute the same percentage of the premium of a dental insurance plan identical to the one provided for current employees covered under this Agreement that the retiree contributed at the time of his/her retirement.

Vision: The retiree shall contribute the same percentage of the premium of a vision care plan identical to the one provided for current employees covered under this Agreement that the retiree contributed at the time of his/her retirement.

Life: A retiree may elect to continue life insurance coverage at group rates at his/her own expense after retirement. The terms and benefits of such coverage shall be set forth in the policy and shall not be the responsibility of the District.

The District shall not be responsible for deductible reimbursement or any other benefits other than the aforementioned unless expressly set forth in this or a successor agreement.

**ARTICLE VII**  
**ANNUITY**

The Board of Education has approved a tax-sheltered annuity plan for all permanent 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 permanent employees as defined by Article I are entitled to fully paid sick leave of twelve (12) days per year accruing at the rate of 1 day per month for 12-month employees, 1.09 days per month for 11-month employees, and 1.2 days per month for 10-month employees.

B. Permanent 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/her option, elect to charge a religious holiday absence to his personal day allowance.

C. Once a permanent employee accumulates thirty (30) days, the Association member may be paid for unused annual sick leave at a rate of one (1) for two (2) days basis for that school year. In this case, the unused sick time allotment will not be accumulated toward retirement.

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

E. 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 (10) 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 cases of death in the immediate family (defined as mother, father, sister, brother, wife, husband, child, brother and sister-in-law, stepchild, niece, nephew, mother-in-law, father-in-law, relative living with and dependent on the family), or domestic partner, as defined and limited in the New York State Government Employees' Health Act, in effect at the time of execution of this Agreement, the employee shall, upon submission of a bereavement request to the Superintendent of Schools, be allowed the number of days absence required up to a maximum of five (5) calendar days without deduction of salary. In cases of death of grandparents, aunt and uncle, the employee shall be allowed the number of days absence required up to a maximum of three (3) calendar days without deduction of salary. Bereavement days may be granted for the death of a person not included in the definition of the immediate family at the discretion of the Superintendent.

**ARTICLE XI**  
**PERSONAL LEAVE**

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

- A. A written request is submitted at least one day prior to the absence on the school form.
- B. Such absences are not contiguous to a school holiday.
- C. Any unused personal days shall be added to cumulative sick days.
- D. Employees may be granted an excused absence for emergency reasons by the Superintendent of Schools 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:

- A. 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.
- B. 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.)
- C. 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.

D. 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.

E. 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**

A. Employees shall not be expected to regularly perform duties specified or implied in another job category.

B. 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.

C. 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.

D. Cross-training office staff will be required to become trained in at least one (1) 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, Association members will not be required to work, unless the Superintendent of Schools has designated a remote learning day as permissible by the New York State Education Department.

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.

**ARTICLE XIX**  
**HOLIDAYS**

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

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

**ARTICLE XX**  
**VACATIONS**

A. Full-time 12-month employees are entitled to a vacation as set forth below. In the first year of employment, the employee must work a minimum of six (6) months from his/her date of hire to be eligible to utilize the allotted vacation days. Such vacations are to be taken with the approval of the immediate supervisor as follows:

Year 0	Two and a half (2½) days (Unit members hired from January 1 <sup>st</sup> through June 30 <sup>th</sup> shall be granted 2.5 vacation days in their first year of employment which shall be considered "year 0" for purposes of vacation day entitlement. These members will be considered in "Year 1" the following July 1 <sup>st</sup> in which they will be entitled to five (5) vacation days)
Year 1	One (1) week (Unit members hired from July 1 <sup>st</sup> through December 31 <sup>st</sup> shall receive five (5) vacation days in the first year of employment which shall be considered "year 1" for purposes of vacation days entitlement)
Year 2 - Year 3	Two (2) weeks
Year 4 - Year 7	Three (3) weeks
Year 8+	Four (4) weeks (To be arranged with the joint approval of the Building Principal and Superintendent of Schools)



B. All full-time 11-month employees are entitled vacation as set forth in Article XX(A) prorated at 11/12<sup>th</sup>. All full-time 10-month employees are entitled vacation as set forth in Article XX(A) prorated at 10/12<sup>th</sup>.

C. A unit member may sell back up to a maximum of ten (10) days at the end of the school year by making a written request to the Superintendent no later than June 1<sup>st</sup>. Alternatively, a unit member may carry forward vacation days at the end of the school year by making a written request to the Superintendent no later than June 1<sup>st</sup>. 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.

D. 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 31<sup>st</sup> would only be eligible for 75% of the current year vacation allocation while a June 30<sup>th</sup> separation would be eligible for 100% of the current year vacation allocation.

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

F. 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 YEAR/WORK WEEK**

A. The work year of ten (10) month employees shall commence five (5) days prior to Superintendent's Conference Day and the last day will be the day of high school graduation. The work year of eleven (11) month employees shall be from August 1<sup>st</sup> to June 30<sup>th</sup>.

B. The work week for all permanent employees will be thirty-five (35) hours during the school year.

C. 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 8:00 AM – 2:00 PM. Employees shall have the option to submit a 'flex schedule' to their supervisor no later than July 1<sup>st</sup>. The flex schedule shall consist of a workweek of thirty (30) hours. The flex schedule shall begin on the first Monday after July 4<sup>th</sup> and end six (6) weeks thereafter. This provision shall expire in all respects upon the expiration of this Agreement unless mutually extended by the Parties in writing.

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

E. 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**

A. 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.

B. 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**

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

B. Effective July 1, 2021, office staff members promoted into a new job classification shall be paid the higher of the new hire salary of the new classification plus \$2,000 or the member's existing base salary plus \$2,000.

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

D. The District, at the sole discretion of the Superintendent of Schools and based upon the notarization needs of the District, shall pay Association members an annual stipend of \$250.00

plus any associated application fees upon being commissioned as a Notary Public by the State of New York.

**ARTICLE XXV**  
**LONGEVITY**

Effective July 1, 2021, longevity increments are based on cumulative years of service in the Unit and shall be given as follows:

After 5 years of satisfactory service	\$3,400
After 9 years of satisfactory service	\$1,200
After 14 years of satisfactory service	\$700

It is understood between the Parties that existing unit members shall receive the new longevity increment that corresponds with their current longevity increment. Those unit members who are currently receiving longevity under the longevity provision in the 2018-2021 Agreement but who are not yet eligible to move to a new increment on the longevity provision provided herein, shall keep their current longevity increment under the 2018-2021 Agreement until they reach a new longevity increment provided herein.

**ARTICLE XXVI**  
**EDUCATIONAL INCENTIVE**

Any Office Staff Association member who has approval by the Superintendent of Schools to attend a college class and receives a passing grade will be reimbursed seventy-five percent (75%) of the tuition cost.

**ARTICLE XXVII**  
**CAREER INCREMENT**

An employee who has fifteen (15) years of service with the District and who has reached the age of fifty-two (52) may elect a one-time career increment by filing a request with the Superintendent of Schools. This career increment shall amount to forty-two percent (42%) of applicable salary for the year paid. It shall be payable in equal installments over the three (3) year

period commencing with the year of application. No additional longevity increment will be paid during the time that the one-time career increment is being paid.

**ARTICLE XXVIII**  
**DUES DEDUCTION**

A. The Board agrees to deduct from the salaries of its employees dues for the Port Jefferson Office Staff Association said unit members individually and voluntarily authorize the Board to deduct and to transmit such monies to the Association. Office Staff members authorization shall be in writing in the form set forth below:

**PAYROLL DEDUCTION AUTHORIZATION**

Social Security Number \_\_\_\_\_

Last Name \_\_\_\_\_ F \_\_\_\_\_ M \_\_\_\_\_

District Name \_\_\_\_\_

Union \_\_\_\_\_

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the Association, to deduct from my salary and transmit to said Association, dues as certified by said Association. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all officers from any liability therefor. I revoke any and all instrument heretofore made by me for such purpose. This authorization remains in full force and effect for all purposes while I am employed in this school system or until revoked by me in writing between August 1<sup>st</sup> and August 31<sup>st</sup> of any given year.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

B. The Association will certify to the Board in writing the current rate of membership dues named in Section 1 above. The Association will give the Board thirty (30) days written notice prior to the effective date of any such change.

C. Deductions commence with the fifth pay period after the start of the school year as agreed to by the parties and continue for ten (10) equal payments. For those unit members 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.

D. No later than September 30<sup>th</sup> 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.

E. 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 attorney's fees, in connection with dues deduction.

#### **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 1<sup>st</sup>, 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 fifty percent (50%) of whatever raise is given for year returning to be prorated by number of days to be worked.

**ARTICLE XXXII**  
**DIFFERENTIATED STAFFING**

A. **Differentiated Staffing Schedule**

All central operations staff shall work under a differentiated staffing schedule and receive the fifteen percent (15%) differential set forth in this Agreement. They will work thirty-five (35) hours with an additional hour for lunch equaling forty (40) hours. With the approval of their immediate supervisor, these staff members will have the option to “opt-out” of the differentiated staffing schedule. Once placed on the differential, employees may return to non-differentiated time only with the approval of the Superintendent of Schools. 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 of 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.

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

1. Central Operations includes

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

These positions will work all recess days. They will also receive seventeen (17) paid holidays per year of the twenty-one (21) listed in Appendix A. The selection will be approved by the employee's immediate supervisor.

2. Building Operations includes

Principals Offices	Guidance Office
Building Offices	Attendance Office
Athletic Office	

These positions will work as stated in Article XIX(B).

B. 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.

C. Calculation of Differential

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

2. Central office staff working the differential hours will receive one (1) additional holiday (17 chosen from the 21 in Appendix A).

3. Overtime rates will be calculated by dividing two-hundred-sixty (260) into the base salary. Unit members receiving the fifteen percent (15%) differential will have the differential amount included in their base salary for purposes of overtime.



**ARTICLE XXXIII**  
**SALARIES**

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

1. Effective July 1, 2021, each unit member's salary shall be increase by \$350 plus 2% to determine the base salary for each unit member for the first year of the Agreement (2021-2022).

2. Effective July 1, 2022, each unit member's salary shall be increase by \$350 plus 2.25% to determine the base salary for each unit member for the second year of the Agreement (2022-2023).

3. Effective July 1, 2023, each unit member's salary shall be increase by \$350 plus 2% to determine the base salary for each unit member for the third year of the Agreement (2023-2024).

4. Effective July 1, 2024, each unit member's salary shall be increase by \$350 plus 2.25% to determine the base salary for each unit member for the fourth year of the Agreement (2024-2025).

B. New Hire salaries shall increase as follows:

1. Effective July 1, 2021, each new hire salary shall be increased by 2%. The salaries for newly hired staff as of July 1, 2021 are as follows:

New Hire – Account Clerk	\$42,766
New Hire – Senior Account Clerk	\$45,000
New Hire – Office Assistant	\$40,225
New Hire – Senior Office Assistant	\$44,037
New Hire – Office Application Specialist	\$47,411
New Hire – Senior Office Application Specialist	\$48,942
New Hire – Principal Office Assistant	\$51,967

2. Effective July 1, 2022, each new hire salary shall be increased by 2.25%.

The salaries for newly hired staff as of July 1, 2022 are as follows:

New Hire – Account Clerk	\$43,728
New Hire – Senior Account Clerk	\$46,013
New Hire – Office Assistant	\$41,130
New Hire – Senior Office Assistant	\$45,027
New Hire – Office Application Specialist	\$48,477
New Hire – Senior Office Application Specialist	\$50,043
New Hire – Principal Office Assistant	\$53,136

3. Effective July 1, 2023, each new hire salary shall be increased by 2%. The

salaries for newly hired staff as of July 1, 2023 are as follows:

New Hire – Account Clerk	\$44,602
New Hire – Senior Account Clerk	\$46,933
New Hire – Office Assistant	\$41,952
New Hire – Senior Office Assistant	\$45,928
New Hire – Office Application Specialist	\$49,447
New Hire – Senior Office Application Specialist	\$51,044
New Hire – Principal Office Assistant	\$54,199

4. Effective July 1, 2024, each new hire salary shall be increased by 2.25%.

The salaries for newly hired staff as of July 1, 2024 are as follows:

New Hire – Account Clerk	\$45,606
New Hire – Senior Account Clerk	\$47,989
New Hire – Office Assistant	\$42,896
New Hire – Senior Office Assistant	\$46,961
New Hire – Office Application Specialist	\$50,559
New Hire – Senior Office Application Specialist	\$52,192
New Hire – Principal Office Assistant	\$55,418

**ARTICLE XXXIV**  
**EVALUATION**

All clerical staff will be provided with an end year evaluation by their immediate supervisor. All probationary employees shall be provided with a mid-cycle review after three (3) months of employment. The parties will meet before any evaluations are instituted to develop the format.

**ARTICLE XXXV**  
**TUITION FEES FOR CLERICAL STAFF MEMBERS' CHILDREN**

The annual tuition rate for a clerical unit members' child(ren) shall be the rates set forth for the applicable year as set forth in the Port Jefferson Teachers Association collective bargaining agreement. These rates are for children attending grades Pre-K through 12 and shall be increased annually by the agreed upon percentage salary increase for the applicable year in the teachers' collective bargaining agreement. For children with special needs, additional tuition will be required based on actual cost of services provided.

Non-resident students of clerical unit members will be permitted to enroll in the District only if, in the judgment of the Superintendent of Schools there is sufficient space to accommodate the non-resident student in school operated programs and classes; the non-resident student meets the District's criteria for admission; the admission of the non-resident is and continues during the enrollment period to be in the best interest of the District; the admission of the non-resident student does not otherwise impose a financial burden on the District; and a written agreement, which specifies the conditions of enrollment and tuition charges, has been executed by the parent and the Superintendent prior to the first day of attendance or participation in school activities.

**ARTICLE XXXVI**  
**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 forty percent (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 the 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 expedited arbitration before Jay Siegel, Esq., whose decision shall be final and binding. The fees payable to the arbitrator shall be shared jointly by the District and the Association.


**ARTICLE XXXVII**  
**SEVERABILITY**

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

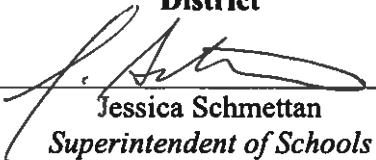
**ARTICLE XXXVIII**  
**DURATION**

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 four (4) year contract will take effect July 1, 2021 and extend through June 30, 2025.

**Office Staff Association**

  
\_\_\_\_\_  
Merrill Dona  
President  
  
4/5/22  
\_\_\_\_\_  
Date

**Port Jefferson Union Free School  
District**

  
\_\_\_\_\_  
Jessica Schmettan  
Superintendent of Schools  
  
4/5/22  
\_\_\_\_\_  
Date

**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  
Juneteenth

