

AGREEMENT

between

**THE PORT JEFFERSON
CUSTODIAL WORKERS UNIT**

-and-

**THE PORT JEFFERSON
UNION FREE SCHOOL DISTRICT**

JULY 1, 2022 - JUNE 30, 2025

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ARTICLE I
RECOGNITION

A. The Board of Education of the Port Jefferson Union Free School District, having determined that the Civil Service Employees Association (hereinafter referred to as "Association"), Inc., Local 1000 AFSCME, AFL-CIO, the recognized union by the Port Jefferson Custodial Unit (hereinafter referred to as "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, will be members of the 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, Security 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 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 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. The District shall deduct from the wages of Unit members and remit, at the end of each month, to CSEA, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues and other authorized deductions for those employees who have signed dues deduction authorization cards.

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 Superintendent of Schools and the building principal. Such business will not interfere with the Unit member'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 Unit, 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 Unit may conduct a meeting which may interfere with normal working hours for the individual Unit members provided that prior approval is given the Deputy Superintendent of Schools and that the normal working hours are made up according to a schedule also approved by the Building Administrator.

ARTICLE V
JURY DUTY

A Unit member who is required to serve on jury duty shall suffer no loss of pay. Any remuneration received by such Unit member 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 a Unit member volunteering for jury service.

ARTICLE VI
HOLIDAYS

Full-time Unit members are entitled to seventeen (17) paid holidays per year of the following twenty (21) holidays, pending the approval of the Superintendent of Schools 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, and Juneteenth.

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 days approved by the District.

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

If Unit members are called to report to work by the District on a holiday previously selected and approved, the Unit member shall be paid time and a half for the day worked and entitled to prospectively select another paid holiday from the above-referenced list. If no holidays are available, the Unit member may select a non-holiday as a paid day off subject to the prior approval of their Supervisor. In no event, shall the Unit member be entitled to more than seventeen (17) paid holidays.

ARTICLE VII
CHILDCARE LEAVE

Childcare leave shall be provided without pay or benefits to Unit members 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 Unit member, or one hundred twenty (120) calendar days of the adoption of a child by a Unit member 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 Unit member's rights as stated by any law. No more than one marital spouse may be on a childcare 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 a Unit member has exhausted all leave and his/her illness is of such a nature that extensive time away from the job is needed, the Unit member 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 Unit member shall undergo a physical examination prior to the first 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 of Schools on a form provided by the District.

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

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

ARTICLE XI
UNIFORMS

The District will reimburse up to \$400.00 a year for uniforms and District pre-approved accessories. Receipts must be provided unless the Unit member requests that the District purchases the uniforms or accessories for the Unit member, in which case the purchase price will be deducted from the \$400.00. 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

Unit members 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 seven (7) consecutive workdays. 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 200 days. Ten-month full-time employees will be allotted 12 days of sick leave per year to a maximum accumulation of 160 days. Such time is to be used for personal illness of the Unit member or death in the immediate family of the Unit member under the following conditions:

1. Unit members 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 Unit member may be given three (3) personal leave days each year. In order to take personal leave the Unit member 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 of Schools. 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 – In cases of death in the immediate family (defined as mother, father, sister, brother, wife, husband, child, brother-in-law 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 Unit member shall, upon submission of bereavement forms to the immediate supervisor and 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 Unit member 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 of Schools.

4. Any planned leaves by Unit members cannot be substituted with bereavement leave.

5. Part-time employee benefits – After one year of employment with the 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. 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.

9. In instances in which Unit members are granted unpaid leave by the District, annual sick and vacation leave allocation to full-time twelve-month and ten-month employees will be reduced proportionally by the Unit member's attendance each month.

10. A Unit member may elect to utilize accrued sick or personal leave for religious holidays or observances.

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 shall normally be five continuous days, Monday through Friday. The District may assign other work weeks inclusive of Saturday and Sunday to Unit members.

B. 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. Unit members who are employed for 50% or more on a regular basis (1040 regular hours per year) are represented by the Unit. Hourly wages for part-time employees shall be calculated on the number of hours the Unit member is employed with benefits, calculated as a proration based on 2080 hours per year for Unit members employed 50% or more of full time. Unit members who work 60% or more of full time receive a lunch break of 30 minutes. Individuals employed between 15 to 20 hours, 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 District's 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 District's administration will establish a Unit member's working hours so as to permit normally consistent hours during the year. This Article is not intended to diminish the overtime Unit members receive for annual events (graduation, senior ball, etc.).

1. Unit members 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 \$800.00. 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 \$800.00 on a pro-rated basis. Any payment of the annual differential stipend of \$800.00 will be paid to the Unit member 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 Deputy Superintendent of Schools.

ARTICLE XVII
HEALTH INSURANCE

A. Effective July 1, 2022: For all Unit members, eighty-one percent (81%) of a comprehensive group health and dental plan will be paid by the District. The plans are available to all full-time employees. Effective July 1, 2023, for all Unit members, eighty-one percent (81%) of a comprehensive group health and dental plan will be paid by the District. Effective July 1, 2024, for all Unit members, eighty percent (80%) of a comprehensive group health and dental plan will be paid by the District.

B. Unit members who are enrolled 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.

C. Unit members 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, timetables, and requirements imposed by the insurance carrier or established by the District.

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 Unit member during the last pay period in June of the school year of non-participation.

E. In order for eligible Unit members to receive health insurance into retirement (individual or family as applicable pursuant to Empire Plan Rules and Regulations) the Unit member must have completed five (5) years of service with the District and be a member of the New York State Employees Retirement System (NYS ERS). Eligible Unit

members hired by the District on or after June 30, 2022, in order to receive health insurance into retirement (individual or family as applicable pursuant to Empire Plan Rules and Regulations) must have completed ten (10) years of service with the District and be a member of the New York State Employees Retirement System (NYS ERS). In addition, the Unit member must contribute to his/her health insurance premium in retirement an amount equal to the same premium contribution paid by active Unit members on the date of the retiree's last day of employment prior to his/her retirement.

F. In instances in which Unit members are granted unpaid leave by the District, consideration paid to a Unit member after electing not to participate in the District's group health and dental insurance plan will be reduced proportionally by the unpaid time taken during the school year. Any reductions will be made on a half month basis utilizing cumulative fifteen (15) calendar day blocks. The proportional reduction will be based on a factor of "10" for ten-month employees and based on a factor of "12" for twelve-month employees.

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

A. A Unit member 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 skill and training increment will be paid under the following conditions:

1. Year 5 – An increment of two-hundred fifty dollars (\$250) will be paid after the completion of each of the following, for a total of five hundred dollars (\$500):
 - a. At the District's 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.
2. Year 10 – An increment of \$500 will be paid after the completion of all of the following:

- a. At the District's expense, becoming and maintaining certified in one of the following: a pesticide manager, chemical hazard officer, commercial driver's license or other as approved by the administration; and
 - b. Completing the most recent three years of evaluations with satisfactory performance; and
 - c. Showing evidence of providing quality assurance.
3. Year 15 – An additional increment of seven hundred and fifty dollars (\$750) will be paid after the competition of all of the following:
- a. At the District's expense, becoming and maintaining certified in one of the following: a pesticide manager, chemical hazard officer, commercial driver's license or other as approved by the administration; and
 - b. Completing the most recent three years of evaluations with satisfactory performance; and
 - c. Showing evidence of providing quality assurance and assisting 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 Unit member in writing when any changes are made by the District on the Unit member'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 District and the 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 "aggrieved party" is the Unit member who submits a grievance.

3. Submission of Grievances

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

b. Each grievance shall be submitted in writing on a form approved by the District and the Unit 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 President 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 President 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 of Schools.

b. **Chief School Officer**

The Superintendent of Schools 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 Unit is not satisfied with the response of the Superintendent of Schools, 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 matter 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. Unit members who cannot attend work because of weather conditions may claim a personal day or sick day, at their discretion. Unit members 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, Unit members must report to work if at least two hours remain in the shift. The building principal or supervisor may dismiss Unit members early, if local weather conditions appear to become dangerous, at no penalty to the Unit member'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 Unit member's 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 a Unit member is not called, they are expected to work at the normal working hours.

3. In the event that Unit members 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 Unit members 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.

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

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

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

Payments conferred to Unit members within this Article for emergency school

closings and/or snow removal are singular, and not cumulative or compounding in nature.

ARTICLE XXIII **IN-SERVICE COURSES**

In the event that the District directs a Unit member to take an in-service course the cost of the course will be paid by the District. Should that course only be given during a Unit member'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 190 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 or her/his designee is required 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. Vacation carry over requests must be made prior to April 1st and will be approved only if related to emergency situations that interfered with the Unit member taking vacation during the year.

C. Unit members 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 Unit member must follow District procedure and timetable for requesting said payout.

D. Unit member 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. Unit member's salaries will be as set forth in Appendix A for 2022-2025. The entry level salary for new twelve-month employees hired after ratification of this Agreement shall be \$38,800.00 for the 2022-2023 school year, \$39,800.00 for the 2023-2024 school year, and \$40,950.00 for the 2024-2025 school year. The entry level salary for new ten-month employees hired after ratification of this Agreement shall be \$29,797.00 for the 2022-2023 school year, \$30,797.00 for the 2023-2024 school year, and \$31,947.00 for the 2024-2025 school year. The hourly wage level for a part-time employee is \$17.49 per hour for the 2022-2023 school year, \$17.92 per hour for the 2023-2024 school year, and \$18.42 per hour for the 2024-2025 school year. The hourly entry wage level for a new part-time employees hired after ratification of this Agreement shall be \$17.24 per hour for the 2022-2023 school year, \$17.66 per hour for the 2023-2024 school year, and \$18.16 per hour for the 2024-2025 school year.

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. 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 Unit 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, 2022 – June 30, 2023; Year 2: July 1, 2023 – June 30, 2024; Year 3: July 1, 2024 – June 30, 2025.

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 Unit. For the purposes of this provision continuous service shall be deemed to exist from the date of initial employment providing that the Unit member 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 Unit members for

2 years. If bargaining unit positions become available, the District must first (in seniority order) offer such available Unit positions to those laid off individuals on the list prior to hiring from outside the Unit.

C. Unit members 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

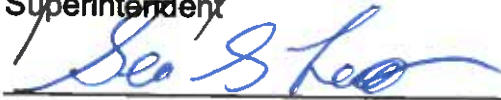
In the event that a Unit member suffers damage to his/her vehicle, through no fault of the Unit member while performing his/her duties, the District, upon receipt of proof of payment of insurance deductibles or documentary proof of repair estimates, to the extent that collision insurance is not maintained, 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.

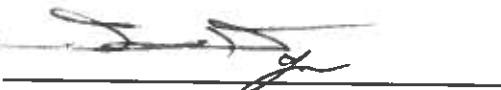
ARTICLE XXXI
LIPA

In the event that the assessed valuation of the power plant owned by National Grid in Port Jefferson Harbor and/or other assessable property related to any previous production and/or transmission of electrical power located within the geographic boundaries of Port Jefferson Union Free School District is reduced at any time during the duration of this Agreement by at least 40% throughout the term of the LIPA settlement, any agreed-upon salary increase set forth in the Agreement shall be the subject of reopened negotiations at the election of either the District or the Unit during the term of this Agreement. After the passage of four (4) weeks, if the parties are unable to agree upon the modification of the salary increase, either party may submit the issue to the State PERB for mediation.

Negotiating Representatives for the District


Superintendent

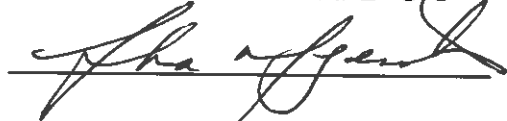

Negotiation Team



Negotiating Representatives for the Association


President of the Union


Labor Relations Specialist, CSEA
Local 1000 AFSCME AFL- CIO





Negotiation Team

DATE: _____

Negotiation Team

DATE: _____

APPENDIX A						
SALARY SCHEDULE						
2020-2022						
			Schedule			
Employee ID	Pay Profile	FTE	2021-2022	2022-2023	2023-2024	2024-2025
				(*500+1000)	(*500+1000)	(*500+1150)
2599	CW1	1.0000	38,400.00	39,900	41,400	43,050
2426	CW1	1.0000	38,900.00	40,400	41,900	43,550
2202	CW1	1.0000	43,150.00	44,650	46,150	47,800
2263	CW1	1.0000	40,400.00	41,900	43,400	45,050
2135	CW1	1.0000	43,650.00	45,150	46,650	48,300
1717	CW1	1.0000	40,150.00	41,650	43,150	44,800
2203	CW1	1.0000	41,650.00	43,150	44,650	46,300
2253	CW1	1.0000	41,650.00	43,150	44,650	46,300
2614	SG	1.0000	29,897.00	31,397	32,897	34,547
907	CW1	1.0000	64,060.00	65,560	67,060	68,710
2464	SG	1.0000	29,897.00	31,397	32,897	34,547
1942	SG	0.8000	29,628.00	30,828	32,028	33,348
1118	CW1	1.0000	54,252.00	55,752	57,252	58,902
2337	SG 26 PAYS	1.0000	31,397.00	32,897	34,397	36,047
2185	CW1	1.0000	43,650.00	45,150	46,650	48,300
2523	SG	1.0000	29,897.00	31,397	32,897	34,547
2111	SG	1.0000	34,647.00	36,147	37,647	39,297
1277	CW1	1.0000	52,985.00	54,485	55,985	57,635
2480	CW1	1.0000	38,900.00	40,400	41,900	43,550
2601	PT CW1	0.5000	17.07	17.49	17.92	18.42
1942	SG	0.8000	29,628.00	30,828	32,028	33,348
1118	CW1	1.0000	54,252.00	55,752	57,252	58,902
2337	SG 26 PAYS	1.0000	31,397.00	32,897	34,397	36,047
2185	CW1	1.0000	43,650.00	45,150	46,650	48,300
2523	SG	1.0000	29,897.00	31,397	32,897	34,547
2111	SG	1.0000	34,647.00	36,147	37,647	39,297
1277	CW1	1.0000	52,985.00	54,485	55,985	57,635
2480	CW1	1.0000	38,900.00	40,400	41,900	43,550
2601	PT CW1	0.5000	17.07	17.49	17.92	18.42

New 12 Month				38,800	39,800	40,950
New 10 Month				29,797	30,797	31,947
New P/T Hire				17.24	17.66	18.16
New P/T Custodian				17.49	17.92	18.42

***\$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.**