Contract Database Metadata Elements

Title: Port Jefferson Union Free School District and Port Jefferson Custodial Unit, No. 833900 of Local 870, CSEA, Local 1000, AFSCME, AFL-CIO (1999)

Employer Name: Port Jefferson Union Free School District

Union: Port Jefferson Custodial Unit, No. 833900 of Local 870, CSEA, Local 1000, AFSCME, AFL-CIO

Local: 870, 1000

Effective Date: 07/01/99

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For additional information on the ILR School, http://www.ilr.cornell.edu/
Agreement

Between

THE PORT JEFFERSON CUSTODIAL WORKERS UNIT

-and-

THE PORT JEFFERSON UNION FREE SCHOOL DISTRICT

July 1, 1999 - June 30, 2002
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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, 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 C.S.E.A. 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 fifteen (15) paid holidays per year of the following 22 holidays, pending the approval of the Superintendent and the District’s ability to operate facilities when students are present.

Independence Day, the work day preceding or following 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), Good Friday, Easter, Friday preceding Memorial Day, Memorial Day.

Effective July 1, 2000, the above list of 22 holidays shall be reduced to twenty-one (21) holidays.
Effective July 1, 2001, the above list of 21 holidays shall be reduced to twenty (20) holidays.

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.

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 $250 for uniforms a year. Receipts must be provided unless the employee requests that the District purchases the uniforms for the employee, in which case the purchase price will be deducted from the $250. Although the choice of the uniform purchase is that of the employee, the District expects that those choices result in the employee’s adherence to the 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 180 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. Any request for bereavement days for other than the immediate family as defined will be considered on a case by case basis by the Superintendent.

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

- Employed for 1 year - 1 sick leave day
- Employed for 2 years - 2 sick leave days
- Employed for 3 years - 3 sick leave days
- Employed for 4 years - 4 sick leave days
- Employed for 5 years - 5 sick leave days
- Employed for 6 years - 6 sick leave 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, including 30 minute lunch each day, exclusive of overtime worked for more than 40 hours per week less Holiday's and earned leave entitlement.

1. The District may exercise the option of increasing the time of current night crew employees not currently working 2080 hours to 2080 hours per year at the employee's annual hourly rate for hours actually worked (including holidays and earned leave entitlement). This is one time option that may be exercised by the District no later than July 1, 1997, with 30 days notice prior to implementation.
2. 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. Full day employment is eight hours (8), including thirty (30) minutes lunch.

Full time employment is 40 hours per week, including 30 minutes lunch each day. Effective July 1, 2000, full day employment is eight hours, exclusive of thirty (30) minutes lunch.

Full time employment is 37.5 hours per week, excluding thirty (30) minutes lunch each day. Effective July 1, 2000, full time employment is forty (40) hours per week, excluding thirty (30) minutes lunch each day.

Full year, full time employment is 260 working days less Holiday’s 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 2,080 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 have 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 employees whose normal work shift will fall between 10 p.m. and 8 a.m., that a 5% additional wage differential will be paid to those affected employees.

3. It is expressly understood that the employees must work the full shift and that no partial or prorated differential will be authorized.

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<th>Shift Hour Range</th>
<th>Weekly Work Hours</th>
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<td>6 a.m. - 6 p.m.</td>
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| **Evening Shift** |                  |
| 3 p.m. - 12 a.m. |                  |
|                  | 38.5 \(36.0 + \frac{1}{2}\) hour lunch  
|                  | 40 \(38.5 + \frac{1}{2}\) hour lunch |
|                  | effective July 1, 2000 |

| **Night Shift**  |                  |
| 10 p.m. - 8 a.m.|                  |
|                  | 38.5 \(36.0 + \frac{1}{2}\) hour lunch  
|                  | 40 \(38.5 + \frac{1}{2}\) hour lunch |
|                  | effective July 1, 2000 |

**ARTICLE XVII**

**HEALTH INSURANCE**

A. For employees hired before July 1, 1989, a percentage, at the District uniform rate, of premium of a comprehensive group health and dental insurance plan, will be paid by the Board of Education. For employees hired on or after July 1, 1989, fifty (50%) percent of a comprehensive group health and dental plan will be paid by the Board of Education. Effective July 1, 2000, for employees hired on or after July 1, 1989, seventy-five (75%) percent of a comprehensive group health and dental plan will be paid by the Board of Education. Effective July 1, 2001, for all

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1. These are approximate hours. Employees may begin or end their shifts at times before of after the hours specified as the "range", as has been the past practice.
employees, eighty-five (85%) 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.

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 ($1,000) dollars per annum. Such election not to participate in the plan shall not be available prior to July 1, 1989.

C. Employees who elect not to participate in the plan in consideration for the $1,000 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.

D. The Superintendent of Schools, in his discretion, shall establish procedures for the implementation of this provision and for the method of payment of the $1,000. 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 and 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: as an Asbestos Handler, a pesticide manager, chemical hazard officer, commercial drivers license or other as approved by the administration.
   b. Completing the most recent three year's 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 year's 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 year's of evaluations with satisfactory performance.
   c. Shows evidence of providing quality assurance and assists in providing training of staff.
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 ENCLOSURE
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 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 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 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 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. 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 1 ½ times their hourly salary while conducting such work.

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 #75E.

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 5 days each year not to accumulate to more than a total of 5 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. Employee vacation schedule is prorated from full time 2080 hours basis, for those working 50% or more.

**ARTICLE XXVI**

**SALARY**

A. Employees salaries will be as set forth in Appendix A for 1999-00, 2000-01, and 2001-02.

B. 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.

**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**

The above constitutes the complete Agreement of the parties for a three year Agreement effective July 1, 1999 though June 30, 2000.

**ARTICLE XIX**

**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).

For the Civil Service Employees Assn.
Local 1000 AFSCME, AFL-CIO

DATE: 4/11/00

For the Port Jefferson School District

DATE: 4/12/00

For the Custodial Workers Unit

DATE: 4/11/00
APPENDIX A

The parties have agreed that the salaries of unit members shall be increased by four (4%) percent in each year of this contract.

*New hire rate for the 1999-2000 school year will be an hourly rate of $10.21, and annually $21,400.00.
### Custodial Worker's Unit Contract 7/1/99 to 6/30/02

**Appendix**

Hourly rates (showing 4% increase annually)

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<td>Sojka, C.</td>
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MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT, dated this ___ day of December, 1999, by and between the negotiating representatives of the PORT JEFFERSON U.F.S.D. (hereinafter referred to as "EMPLOYER") and the PORT JEFFERSON CUSTODIAL WORKERS UNIT (hereinafter referred to as the "UNION").

1. General: The labor agreement between the parties for the period of July 1, 1995 through June 30, 1999, did expire on June 30, 1999. The parties herewith agree that said agreement shall be modified effective as of July 1, 1999 to the extent set forth herein, as a result of their collective bargaining for a successor agreement to said expired contract. Except for changes to said agreement expressly set forth herein, and changes in language to said agreement made necessary by the following agreement, the provisions of said contract shall remain unchanged.

2. Contingencies:
   A. This Agreement is subject to formal ratification by the BOARD and the membership of the UNION. Such ratification shall occur within twenty (20) days of the date of execution of this memorandum of agreement. If either party fails to ratify or fails to act within the aforesaid twenty (20) day period, this memorandum of agreement shall be of no further force...
and effect and shall be a nullity. Notwithstanding the foregoing the team of negotiating representatives for each party will urge their respective principals to ratify this memorandum of agreement.

B. The parties agree to incorporate this memorandum of agreement into a more formal written agreement. Upon execution of a new collective bargaining agreement, the following terms shall become effective.

3. **Term of Agreement:**

   The term of the agreement shall be for three (3) years, i.e. July, 1999 - June 30, 2000; July 1, 2000 - June 30, 2001; and July 1, 2001 - June 30, 2002.

4. **Salary:**

   Year 1 - 1999-00        - Four (4%) Percent  
   Year 2 - 2000-01        - Four (4%) Percent  
   Year 3 - 2001-02        - Four (4%) Percent

5. **Work Day - Work Week:**

   Article XVI (B) shall be amended to read in lieu of the first two sentences:

   "Effective July 1, 2000, full day employment is eight hours, exclusive of thirty minutes lunch. Full time employment is 37.5 hours per week, excluding thirty (30) minutes lunch each day. Effective July 1, 2000, full time employment is forty (40) hours per week, excluding thirty (30) minutes lunch each day."
6. **Holidays:**

Article VI shall be amended to read:

"Effective upon ratification of this MOA, full-time employees are entitled to fifteen (15) paid holidays per year of the following 22 holidays, pending the approval of the superintendent and the District's ability to operate facilities when students are present."

Effective July 1, 2000 - change from "22" to "21" holidays
Effective July 1, 2001 - change from "21" to "20" holidays.

7. **Career Increment and Skill and Training Increment:**

Effective upon ratification of this MOA, Article XVIII shall read the same as the career increment provision applicable to the Port Jefferson Custodial Supervisors, as per attached memo dated April 22, 1999, except that at the five-year level a skill and training increment for one (1) certificate shall be $250 for a total of $500 for two (2) certificates.

8. **Workers' Compensation:**

Article VIII shall read in lieu of present article as follows:

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

9. **Health Insurance:**

Article XVII(A) shall be amended to add:

"Effective July 1, 2000, for employees hired on or after July 1, 1989, seventy-five (75%) percent of a comprehensive group health and dental plan will be paid by the Board of Education. Effective July 1, 2001, for employees hired on or after..."
July 1, 1985, eighty-five (85%) percent of a comprehensive group health and dental plan will be paid by the Board of Education."

For the Employer

For the Union

[Signatures]

[Signatures]