Title: Port Jefferson Union Free School District and Port Jefferson Office Staff Association (1995)

Employer Name: Port Jefferson Union Free School District

Union: Port Jefferson Office Staff Association

Effective Date: 07/01/95

Expiration Date: 06/30/00

PERB ID Number: 5989

Unit Size: 14

Number of Pages: 19
AGREEMENT

BETWEEN

THE PORT JEFFERSON PUBLIC SCHOOLS

AND

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

JULY 1, 1995 - JUNE 30, 2000
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STATEMENT OF RECOGNITION

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

ARTICLE I
EMPLOYEE

The term “permanent employee” shall mean a person who has been employed by the school district in a Civil Service Certified Position continuously on a full time 10 or 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 with ten (10) days after the meeting.

ARTICLE IV
VACANCIES AND/OR PROMOTIONS

When openings for vacancies and/or promotions in the clerical staff, full or part-time occur, the President will be advised and postings will be sent to all schools. The President will be responsible for notifying each clerical employee as soon as such openings occur.

A job description and statement of qualifications for such position will be clearly indicated in the announcement. All applications will be submitted for consideration within one (1) week after the announcement of a vacancy. The clerical personnel already employed in the district will be interviewed and considered prior to the consideration of other applicants.

ARTICLE V
RETIREMENT/LEAVES

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

B. Pay shall be given for cumulative, unused sick leave. When an employee retires or leaves the District, the Association member will be paid the employee’s average daily rate of pay for 50% of the unused true sick days to a maximum of 200 days of the unused true sick days.

ARTICLE VI
HEALTH, DENTAL AND LIFE INSURANCE

A. Effective July 1, 1992, all employees will pay fifteen (15%) percent of the premiums of a comprehensive group health and dental insurance plan. In the event four (4) or more new employees are hired after July 1, 1992, these new employees will then pay fifty (50%) percent of the health and dental insurance plan.

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

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

D. 1. Employees who elect to decline participation in said insurance plan and in lieu thereof, receive a payment equal to one-half the premium paid by the District.

2. Employees who elect not to participate in the program in consideration for the payment equal one-half the premium paid 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, time tables, and requirements imposed by the insurance carrier or established by the District.

3. Current employees (employed as of the date of the execution of this Agreement) who elect not to participate in the plan and who then reenroll during the term of this contract in accordance with the procedures, time tables 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 hired before July 1, 1989.

4. The Superintendent of Schools, in his discretion, shall establish procedures for the implementation of this provision and for the method of payment equal to one-half the premium paid by the District.

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

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

ARTICLE VII
ANNUITY

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

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

ARTICLE IX
SICK LEAVE

A. All full time employees are entitled to full paid sick leave of twelve (12) days per year accruing at the rate of one (1) day per month. Such employees shall be permitted to accumulate up to a total of three hundred (300) days. The twelve (12) sick days leave allowance for the current year is not counted as part of the cumulative total of three hundred (300) days. The term "day" is interpreted to mean a working day during the normal year. Days of leave for religious holidays will be charged against sick leave. The employee may, at his option, elect to charge a religious holiday absence to his personal day allowance.

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

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

D. Sick Leave Bank

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

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

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

   B. Have had an illness during the year of application of ten continuous school days.
3. If approved, an eligible person may draw upon this Bank for a total of up to fifteen (15) days per application and may reapply for additional days if necessary. The maximum lifetime allowance per Association member shall not exceed ninety (90) days. The approval of each application and the number of days granted shall be provided herein. Each applicant shall be notified, in writing, when the request is approved or denied.

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

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

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

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

SICK LEAVE BANK DEDUCTION AUTHORIZATION

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

_________________________________________  __________________________
Date                                             Signature

ARTICLE X
BEREAVEMENT LEAVE

In case of death in the family, the employee will, upon application to the immediate supervisor and at the discretion of the Superintendent, be allowed the number of days absence required up to a maximum of five (5) calendar days without deduction of salary.

ARTICLE XI
PERSONAL LEAVE

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

1. A written request is submitted at least one day prior to the absence on the school form.

2. Such absences are not contiguous to a school holiday.

3. Any unused personal days shall be added to cumulative sick days.

4. Employees may be granted an excused absence for emergency reasons by the Chief Administrative Officer provided that a written request (citing such reasons) is submitted.

ARTICLE XII
CATASTROPHIC SICK LEAVE

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

1. After an Association member’s sick leave is exhausted, the employee continues disabled from employment, such disability to be verified by a competent medical authority acceptable to the District.

2. A catastrophic event occurs, directly affecting the employee’s spouse, children, or parents, resulting in a situation that reasonably necessitates the personal presence of the employee. (In the case of parents, the employee may be required by the District to substantiate the necessity of their presence.)

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

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

5. All absences other than those listed in Articles IX, X, XI, and XII shall be regarded as unexcused.
ARTICLE XIII
REPLACEMENT SICK LEAVE AND OTHER ABSENCES

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

ARTICLE XIV
MATERNITY LEAVE

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

ARTICLE XV
CHILD CARE LEAVE

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

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

ARTICLE XVI
JOB DEFINITION - WORK REQUIREMENTS

1. Employees shall not be expected to regularly perform duties specified or implied in another job category. EX: Clerk Typist shall not do work of Stenographer.

2. If a person works in another job classification for more than two days, the Association member should be compensated at the higher rate. If after more than three (3) weeks of continuously working at another job classification, the position shall be reviewed by the immediate supervisor.

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

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

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

ARTICLE XVIII
JURY DUTY

Additional leave with pay shall be granted, non-cumulative, for jury duty. Except that employees shall reimburse, the District to the extent of any compensation received, exclusive of travel or meal allowances, as a result of such jury duty and that such jury duty was rendered as the result of the usual local jury selection system.

ARTICLE XIX
HOLIDAYS

1. During the school year the Office Staff shall be entitled to all holidays as stated on the school calendar. Should it become necessary to work during these days, compensatory time will be given.

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

3. For the mid-winter and spring recesses, Office Staff members shall be required to work a total of two (2) days. Each employee may elect to work two (2) days during either the mid-winter vacation or the spring vacation. Office Staff members may also elect to use compensatory, personal or vacation days during these recesses.

4. The work day shall be a six (6) hour day.

5. Recess days shall be given at the discretion of the Superintendent of Schools.

ARTICLE XX
VACATIONS

All full time employees who have worked a minimum of six (6) months commencing on July 1 are entitled to a vacation as set forth below:
Such vacations are to be taken with the approval of the immediate supervisor as follows:

<table>
<thead>
<tr>
<th>Year 1</th>
<th>One (1) week</th>
</tr>
</thead>
<tbody>
<tr>
<td>(In the first year of employment, employees shall have worked a minimum of six (6) months from July 1)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year 2 - Year 3 Inclusive</th>
<th>Two (2) weeks</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Year 4 - Year 7</th>
<th>Three (3) weeks</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Year 8 and Beyond</th>
<th>Four (4) weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td>(To be arranged with the joint approval of the Building Principal and Chief Administrative Officer)</td>
<td></td>
</tr>
</tbody>
</table>

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

Any Office Staff members who has unused vacation time at the end of the school year shall be reimbursed in full for such time as either salary or time at the discretion of the Superintendent.

**ARTICLE XXI**

**WORK WEEK**

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

2. Beginning with the first working day after high school graduation and ending with the last day of August the work day will be 8 AM - 2 PM.

**ARTICLE XXII**

**OVERTIME**

1. If overtime is required by the Administration, it shall be compensated for by time and one-half pay or time off at time and one-half hours at a time agreeable to both immediate supervisor and employee in accordance with the Federal requirements of the Fair Labor Standards Act.

2. It is understood the "overtime" will mean that time when an employee is requested by her immediate supervisor to work beyond the hours of a normal working day.
ARTICLE XXIII
REQUIRED STATEMENT - SECTION 201-a OF THE TAYLOR LAW

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXIV
COMPENSATION

1. Office Staff members' salaries are attached hereto.

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

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

ARTICLE XXV
LONGEVITY

Longevity increments shall be given as follows:

Three hundred dollars ($300) will be given at the completion of 10, 15, 20 and 25 years of satisfactory service in the Port Jefferson School District.

ARTICLE XXVI
EDUCATIONAL INCENTIVE

Any Office Staff Association member who has approval by the Chief School Administrator to attend a college class and receives a passing grade will be reimbursed 75% of the tuition cost.

ARTICLE XXVII
CAREER INCREMENT

An employee who has 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 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/AGENCY FEE

1. 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 and 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 September 1 and September 15 of any given year.

_________________________________________ Date

Signature ________________________________

2. 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.

3. 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.

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

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

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

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

ARTICLE XXIX
PROPERTY LOSS

In the event an Office Staff member suffers a personal property loss through no fault of the member while performing his/her duties, the District shall reimburse such unit member for a loss not to exceed two ($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 April 15, if their services are not going to be needed for the following year.

ARTICLE XXXI
RECALL AND LONG TERM LEAVE

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

ARTICLE XXXII
DIFFERENTIATED STAFFING

Any Office Staff Association employee hired after the signing of this contract shall work under differentiate staffing work schedule. They will work thirty-five hours (35) hours with an additional hour for lunch equaling 40 hours.
Differentiated Staffing Work Schedule:

A. Central Operations includes:

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

These positions will work all recesses days and have no shortened summer hours. They will also receive 15 paid holidays per year of the 20 listed in Appendix A. The selection will be approved by the employee’s immediate supervisor.

B. Building Operations includes:

- Principals’ Offices
- Guidance Office
- Building Offices
- Attendance Office
- Athletic Office

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

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

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

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

C. Calculation of Differential

1. Central operations staff who, work the additional days and do not have the shortened summer hours will receive a 10% differential increase on their base salary, each year.

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

3. Overtime rates will be calculated on the number of days in the work year (260 to 262) and divided into the base salary (excluding the 10% differential) as has been the practice for the non-differentiated employment time. This is to maintain an hourly rate comparable to that of the non-differentiated staff.
ARTICLE XXXIII

SALARIES

Starting Salaries: The starting salaries for the duration of this contract are as follows. This schedule is based on employees working on a non differential staffing work year.

<table>
<thead>
<tr>
<th>YEAR</th>
<th>Clerk Typist</th>
<th>Stenographer</th>
<th>Account Clerk Typist</th>
<th>Senior Positions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1995-1996</td>
<td>20,368</td>
<td>21,235</td>
<td>22,102</td>
<td>22,969</td>
</tr>
<tr>
<td>1996-1997</td>
<td>21,368</td>
<td>22,235</td>
<td>23,102</td>
<td>23,969</td>
</tr>
<tr>
<td>1997-1998</td>
<td>21,368</td>
<td>22,235</td>
<td>23,102</td>
<td>23,969</td>
</tr>
<tr>
<td>1998-1999</td>
<td>21,868</td>
<td>22,735</td>
<td>23,602</td>
<td>24,469</td>
</tr>
<tr>
<td>1999-2000</td>
<td>22,368</td>
<td>23,235</td>
<td>24,102</td>
<td>24,969</td>
</tr>
</tbody>
</table>

Salary Schedule: All Office Staff Association members employed will receive the following amounts (as listed below) to their base salaries:

Effective 7/1/95 - 6/30/96 $1,592

Effective 7/1/96 - 6/30/97 $1,000
also
Effective 7/1/96 - 6/30/97 all senior positions shall increase an additional: $ 600

Effective 7/1/97 - 6/30/98 $1,000
also
Effective 7/1/97 - 6/30/98 all senior positions shall increase an additional: $ 600

Effective 7/1/98 - 6/30/99 $1,000
also
Effective 7/1/98 - 6/30/99 all senior positions shall increase an additional: $ 600

Effective 7/1/99 - 6/30/2000 $1,000

If an employee is hired or promoted to a senior position during the term of this agreement, the amount (as stated above) to these employees will apply as of the date of appointment/reclassification, and prorated from that date, as defined under Civil Service Law.
ARTICLE XXXIV
DURATION

It is hereby agreed between the Port Jefferson Office Staff Association and the Port Jefferson Board of Education, Union Free School District No. 6, that this five year contract will take effect July 1, 1995 and extend through June 30, 2000.

BY:  
Wayne A. Brown  
Board of Education, Port Jefferson Public Schools  
Union Free School District No. 6  
DATE 5/8/97

BY:  
Vianne Ruraldo  
Port Jefferson Office Staff Association  
DATE 5/7/97
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)
Good Friday
Easter Monday
Memorial Day