

AGREEMENT

between

THE PORT WASHINGTON UNION FREE SCHOOL DISTRICT

Town of North Hempstead, Nassau County

Port Washington, New York

and

CSEA SECURITY AIDES, LOCAL 1000, AFSCME, AFL-CIO

July 1, 2023 – June 30, 2028

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RECOGNITION

This Agreement is made and entered into this ____ day of March 2024, by and between the Port Washington Union Free School District (“the District”) and the Civil Service Employees’ Association, Inc., Local 1000 AFSCME, AFL-CIO, (“the Association”) the certified union for the Port Washington Union Free School District Security Aides employees of Local 865, CSEA, having its principal office at 143 Washington Avenue, Albany, NY 12210. The Association has been certified as the sole and exclusive bargaining agent for all full time and part-time employees in the Civil Service title of Security Aide, referred to herein collectively as “employees”, and excluding all others.

I. ASSOCIATION RIGHTS

A. ASSOCIATION MEETINGS

The President of the Association (“Association President”) may be excused to attend official meetings of affiliated organizations. Payment of the time for time lost shall be limited to not more than two (2) work days per year.

Space will be made available to the Association, without charge, for the conduct of meetings of the membership. In those instances where the Association is permitted to use school space when custodial coverage is not otherwise scheduled for the facility, the Association shall pay all costs necessary for making such space available. Permission for the use of District facilities must be sought and granted by the Administration before such meetings take place.

Association meetings shall in no way interfere with the work schedule of any employee.

B. COMMUNICATIONS WITH ASSOCIATION

Copies of any communications from the District to the entire bargaining unit will be sent to the Association President.

C. COPIES OF SECURITY AIDES AGREEMENT

Copies of this Agreement will be printed at District expense within a reasonable time after the Agreement is signed. Distribution to employees of copies of the Agreement will be made by the Association. Copies of this Agreement and all other District collective bargaining agreements will be provided by the District to the Association President.

D. DUES DEDUCTION

The District shall deduct from the salaries of employees in the bargaining unit dues for the Association provided that such employees individually and voluntarily authorize such deduction in writing. Deductions shall be in equal installments each pay period during the school year. The District also agrees to transmit to the Association monies so deducted within one (1) month after the deduction. The Association assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Association. The Association, on its own behalf, and on behalf of each bargaining unit employee authorizing dues deductions, hereby releases the District, its officers, agents and employees, from any and all liability whatsoever for the use or application of dues after such monies have been deducted and remitted to the Association at its business address.

Authorization for dues deductions by an employee in the bargaining unit shall continue until the employee notifies the District or the Association in writing of his/her desire to discontinue or change such authorization, or until employment in the District is terminated. The Association and the District will each notify the other party within five (5) business days of receipt of notice from the employee that they wish to change the status of their dues deduction authorization.

E. PROTECTION OF EMPLOYEES

In accordance with Section 3028 of the Education Law, the District shall provide an attorney or attorneys for, and pay such attorney's fees and expenses necessarily incurred in the defense of a member of the bargaining unit in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the District while in the discharge of his/her duties within the scope of his/her employment. The District, however, shall not be subject to the duty imposed by this section, unless such employee shall, within ten (10) days of the time he/she is served with any summons, complaint, process, notice, demand or pleading, deliver the original or any copy of the same to such Board of Education, or authorized agent of said Board.

II. CONDITIONS OF EMPLOYMENT

Security Aides shall be evaluated at least once each school year utilizing the appropriate evaluation form. Security Aides shall be provided a copy of the completed evaluation form.

A. ADDITIONAL HOURS AND OVERTIME

Security Aides called upon to work more than forty (40) hours per week, shall be compensated at time and one half their regular hourly rate in accordance with applicable law.

Up to forty (40) hours of compensatory time per year may be accrued by each bargaining unit member in lieu of overtime pay. The use of compensatory time shall be subject to the prior approval of the District and the needs of the Security Department. Compensatory time shall be used in increments of one (1) hour, subject to any other restriction set forth in this Article. Notwithstanding the above, the compensatory time earned by virtue of attending the annual New York State mandated security guard certification course shall not count against the forty (40) hour cap on the accumulation of compensatory time.

Unit members shall be eligible to roll over up to eight (8) hours of compensatory time from one school year to the next. Any such time must be utilized by no later than November 15 of the following school year. Such rollover time will not count against the maximum accumulation.

Unit members who are assigned by the District to work security at special athletic events (e.g., football playoff games) shall be paid for a minimum of three (3) hours of work. Payment for such work shall be limited exclusively to compensatory time at the applicable rate.

Effective April 1, 2024, unit members shall be eligible to request overtime pay in lieu of compensatory time upon the mutual agreement of the District and the employee.

B. LUNCH

Security Aides regularly assigned to work more than twenty (20) hours per week shall be entitled to one (1), thirty (30) minute, unpaid lunch break each day and two (2) fifteen (15) minute paid breaks each day. The Principal or his/her designee shall schedule each Security Aide's daily lunch and break time.

C. MEDICAL EXAMINATIONS

The cost of medical examinations required by the District shall be borne by the District if the examination is by a physician approved by the District.

D. ORIENTATION

New employees, hired prior to the opening of the school, shall participate in a maximum of two (2) days of orientation without compensation. Such orientation will be held prior to the opening of school.

E. PERSONNEL FILES

No materials will be permanently placed in an employee's personnel file unless that individual has had an opportunity to read the material. The employee shall acknowledge that the material has been read by affixing his/her signature to the actual copy to be filed and shall have the right to answer any material filed. Such response must be submitted within ten (10) business days of the date of receipt of the document that is being

placed in his/her file. All materials placed in the file shall be open to the employee except for confidential references received prior to employment.

Upon request, and within a reasonable time, an employee will be supplied with a copy of any item in his/her file, except confidential references.

Any materials used as direct evidence in a disciplinary action for purposes of dismissal based upon incompetency, shall be entered into the employee's personnel file.

F. POSTINGS

Notices of all job openings in the bargaining unit shall be sent to the Association President and posted on designated bulletin boards for at least one (1) week in advance of filling such openings.

G. IN-SERVICE TRAINING AND ANNUAL CERTIFICATION

In-service training courses may be established for members of the Association whenever deemed necessary by the District. Where attendance is required by the District during non-working hours, members will be compensated at their regular hourly rate for time spent at such in-service training.

Where an employee is required by the District to complete a course, workshop, or training session, the full cost of tuition will be paid by the District.

The District shall reimburse members of the unit for those fees related to the completion of the New York State mandated annual security guard certification course up to maximum of \$75.00 per person. Reimbursement shall be made within thirty (30) days following the submission of a receipt demonstrating the cost of the course along with a certificate demonstrating successful completion of the course.

Employees shall be compensated at the applicable hourly rate for all time spent in attendance at the annual training course required by New York State for Security Guard certification.

H. TERMINATION

An employee notified that his/her services are to be terminated for disciplinary reasons may request a conference with the Assistant Superintendent for Human Resources and Leadership Development or his/her designee.

Where a conference with the Assistant Superintendent for Human Resources and Leadership Development or his/her designee is held, the employee may within three (3) school days thereafter, request a conference with the Superintendent of Schools. At that conference, the employee may be represented by the Association.

I. WORK YEAR

The work year for Security Aides shall conform to the school calendar in effect for Teachers. Those unit members who are assigned by the District to work on the actual New Year's Day (January 1) and/or Christmas Day (December 25) holidays, shall be paid at the rate of time and one-half their regular hourly rate for all hours worked on such holidays.

Employees will be notified of their employment for the following school year by May 1 or upon adoption of the budget, whichever is later. This Paragraph "I" shall in no way be considered a waiver of any rights the District may have to thereafter terminate any employee and/or abolish any position consistent with applicable law.

J. LABOR MANAGEMENT COMMITTEE

A Labor Management Committee shall be formed to discuss issues concerning employees and management. The Committee shall be comprised of an equal number of District and Union representatives. The chairperson shall be selected by the Superintendent of Schools or his/her designee. Meetings will be

held on a quarterly basis or as needed, with an agreed upon written agenda prior to such meetings. Meetings shall be held outside of the employees' normal working hours unless otherwise authorized by the Superintendent of Schools in his/her discretion.

K. UNIFORMS

If the District requires members of the unit to wear identifiable security attire while on duty, the District shall provide each member of the unit with the following items on an annual basis:

- 4 shirts;
- 2 turtleneck shirts;
- 1 windbreaker;
- 1 winter jacket;
- 1 set of rain gear;
- 3 pairs of pants;
- 3 sweat shirts; and
- 1 pair of winter boots

Any security attire provided by the District may be worn by unit members ONLY while on duty and shall be returned to the District upon separation of employment.

L. MILEAGE RATE REIMBURSEMENT

Employees required by the District to use their own personal vehicle to travel on District business during work hours shall be compensated at the applicable IRS rate in effect at that time. To be eligible for such reimbursement, employees must complete and submit a mileage log or other applicable District form for approval.

M. FLEX SCHEDULE

The District may periodically adjust the work schedules of those members of the unit who are assigned to the evening shift to accommodate for absences and/or the staffing needs of the Security Department during the day shift.

III. INSURANCE AND OTHER BENEFITS

A. PRE-TAX CONTRIBUTION

The District will offer, on a voluntary basis, a Pre-tax Contribution program authorized by IRS Section 125 provided it can be offered consistent with applicable law.

B. TAX SHELTERED ANNUITIES

Employees shall have the opportunity to participate in the tax shelter annuity plans available to the teachers consistent with applicable law.

C. LIFE INSURANCE

Eligible members of the bargaining unit will be offered participation in a group term life insurance policy. All premium costs for such policy shall be borne exclusively by the District for the life of this Agreement. The death benefit shall be \$35,500 and shall be subject to the terms of the insurance carrier and/or applicable plan document.

IV. LEAVES

A. BEREAVEMENT

Leave with pay for absences due to death in the immediate family shall be for up to five (5) days per death. The District may require that the employee submit written proof of death and the relationship to the employee.

For the purpose of this Agreement, immediate family shall include only mother, father, sister, brother, spouse, mother-in-law, father-in-law, child, grandparent, grandchild or other legal dependent.

B. LEAVE OF ABSENCE WITHOUT PAY

A leave of absence without pay may be granted to an employee at the sole non-grievable discretion of the Superintendent of Schools and with the approval of the Board of Education, for a period not to exceed one (1) year. All leaves of absence must terminate at the end of the school year unless the Superintendent of Schools determines that under extraordinary circumstances the leave should terminate during the school year.

C. SICK LEAVE/FAMILY ILLNESS/PERSONAL LEAVE

1. Each employee working twenty (20) hours per week or more shall be allowed a total of twelve (12) days per school year which may be used for purposes of sick, personal and/or family illness leave subject to the restrictions set forth below. Leave shall be pro-rated for those employees who work less than forty (40) hours per week.
2. If an employee's absence is due to the illness of the employee or a family member it will be evidenced by adequate medical documentation.
3. Unused leave may be accumulated and carried over from year to year up to a maximum of one hundred (100) days for purposes of utilization only.
4. Family Illness — No more than five (5) of such leave days per school year may be used for purposes of family illness leave.
5. Personal Leave — No more than three (3) of such leave days may be used for purposes of personal leave each school year for personal business which cannot be accomplished outside of school hours, e.g. appearances in court, house closings, graduation of a child, religious holidays. Whenever possible, he/she should consult with the designated administrator prior to the proposed absence. The administrator will then in turn refer the matter to the Superintendent of Schools. With the approval of the Superintendent of Schools, absences for individuals working 20 or more hours per week will be allowed with pay with the approval of the Superintendent of Schools.
6. After the first year of employment, an employee may draw upon his/her full entitlement for that year before the leave days have all accrued. Should the employee terminate before accruing the days "borrowed," the excess shall be deducted from among his/her final paychecks or, if such final paychecks are insufficient, paid back to the District.

D. SNOW DAYS/INCLEMENT WEATHER DAYS

Members of the Unit shall be paid at their regular daily rate for those days on which school is closed because of inclement weather. When school is dismissed early because of inclement weather, members of the unit shall be released within (5) minutes following the departure of all students and buses from the District.

E. JURY DUTY

The District will provide leave with full pay for up to five (5) days per school year for purposes of attending mandatory jury duty.

F. CANCER SCREENING LEAVE

Effective July 1, 2020, any leave taken by a member of the unit pursuant to Section 159-b of the Civil Service Law shall, to the extent required by law, be paid leave and shall not be charged to the employee's accrued leave time (e.g., sick leave, personal leave, vacation). Employees shall use every reasonable effort to schedule such screening outside of regular work hours.

Employees who take a leave of absence pursuant to Section 159-b of the Civil Service Law, as applicable, shall provide at least seventy-two (72) hours written notice of the need for such leave. Upon their return to work, the employee shall provide the District with a note from a medical professional verifying the date and time of their screening and that they received screening for breast and/or prostate cancer. Failure to do so shall

result in such leave being unpaid.

V. SALARY

1. Security Aides shall be paid in accordance with Appendix A.
2. Effective July 1, 2010, members of the unit shall have their salaries annualized over the course of the school year.
3. In further recognition of his/her additional responsibilities, the "Lead Security Aide" shall be provided five (5) days off with pay to be scheduled at such time as approved by his/her immediate supervisor, subject to the needs of the Security Department.

Notwithstanding the above, effective retroactive to September 1, 2023, the individual assigned by the District to perform the duties of Lead Security Aide (creating Security Aide schedules; re-deploying Security Aides when members are absent; recruiting new hires; assisting with overtime and after school coverages; assisting in development of security budget; and such other special assignments as needed) shall be paid, in lieu of the additional leave time set forth in the preceding paragraph, a stipend of \$3,500 to be paid in twenty (20) equal installments of \$175 from September 2023 through June 2024. If the District assigns a unit member to perform the duties of Lead Security Aide in subsequent school years, this stipend shall apply in lieu of the additional leave time set forth in the preceding paragraph only in those subsequent school years that the individual so assigned is either: (a) not subject to the annual earnings cap for retirees which is set forth in Section 212 of the Retirement and Social Security Law; (b) the payment of the stipend does not result in the individual exceeding the annual earnings cap when the sum of the stipend and their expected salary for the year are added together; or (c) the applicable annual earnings cap has been suspended by New York State. The District shall have the right at any time to create the non-unit administrative position of Director of Security and to reassign some or all of the duties of the Lead Security Aide to that administrative position.

4. Unit members subject to RSSL Section 212: Notwithstanding the hourly rates set forth in Appendix A, in any school year in which a unit member's compensation is subject to the annual earnings cap for retirees set forth in Section 212 of the Retirement and Social Security Law (currently \$35,000), those unit members who are assigned to a regular full time work schedule (40 hours per week) shall be paid at the hourly rate of \$23.90 per hour unless the District and the Association have agreed to an alternative hourly rate pursuant to Article VII(E) due to the earnings cap being suspended or raised above its current level of \$35,000. Those unit members who are assigned to a regular work schedule of 24 hours/week or less, shall be paid at the hourly rate set forth in Appendix A. Those unit members who are assigned to a regular schedule of 32 hours/week, shall be paid at the rate of \$27.34 per hour or the rate set forth in Appendix A, whichever is lower, unless the District and the Association have agreed to an alternative hourly rate pursuant to Article VII(E) due to the earnings cap being suspended or raised above its current level of \$35,000.

VI. GRIEVANCE PROCEDURE

A. STATEMENT POLICY

In order to provide the best possible educational climate the program for the District, and to establish harmonious and effective relationships among those working toward this goal, the purpose of these grievance procedures is to resolve satisfactorily group or individual differences which would tend to unsettle or undermine the effective functioning of the school system. These procedures are based on sound, comprehensive and generally available personnel practices. Employees covered by this Agreement are guaranteed the right to be heard, and to present their grievances in accordance with this procedure with freedom from coercion, discrimination, restraint, interference, or reprisal. Decisions shall be rendered judiciously and promptly.

B. STATEMENT OF BASIC PRINCIPLES

Any employee covered by this Agreement has the right to present grievances in accordance with these procedures.

Both the employee and the District have the right to use legal counsel in these proceedings. The employee may be represented by the Association at any step herein.

All participants have equal freedom to consult and use pertinent data.

All discussions shall be kept confidential.

An employee who participates in grievance procedures shall not be subject to discipline, reprisal, or loss of pay because of such participation.

C. DEFINITIONS

1. Grievance

The term grievance shall mean a complaint by an employee that there has been as to him/her a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement, except that the term "grievance" shall not apply to any matter as to which (1) a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education having the force and effect of law, or (2) the Board of Education is without authority to act.

Grievance procedures shall not apply to:

- (a) matters involving the employee's rate of compensation.
- (b) matters pertaining to retirement benefits.

2. Administrator

The term shall mean any person responsible for or exercising any degree of evaluation and/or regulation or authority over another employee.

3. Immediate Administrator

The term shall mean any person responsible for or exercising any degree of evaluation and/or regulation or authority over another employee.

4. Representative

The term shall mean the person or persons designated by the petitioner to act or speak on his/her behalf in grievance procedures.

5. Appeal

The term shall mean the referral of a grievance matter to the next higher stage of consultation in the event that the petitioner is not satisfied with the solution offered by the lower stage of consultation.

6. Stage

The term shall mean each successive level of consultation for the purpose resolving a grievance.

7. Petitioner

The person who is considered aggrieved as a result of an alleged incident or incidents.

8. Respondent

The person or persons against whom the alleged grievance or complaint is made or who may be responsible for the alleged grievance.

9. Determination

The decision and recommendation, if any, at any stage.

D. GENERAL TABLE OF ORGANIZATION OF STAGES AND PROCEDURES FOR AGGRIEVED EMPLOYEE

1. Informal Conference (Respondent)

Any grievance shall first be handled by an informal conference between petitioner and respondent before it gets to the first stage.

2. First Stage (Respondent)

The grievant shall state his/her grievance in writing on a form provided by the District and present it to his/her immediate supervisor within five (5) working days of the act or omission giving rise to the grievance or the grievance shall be deemed waived. The grievance shall clearly state the specific provision of the Agreement that has allegedly been violated and the requested redress, if any.

The immediate supervisor shall consult with the grievant, or with the grievant and his/her representative, and in not less than five (5) working days reply to the grievance in writing, stating fully the reason for granting or denying the grievance.

3. Second Stage (Assistant Superintendent for Human Resources and Leadership Development)

If no response is made in a timely manner, if the grievance is denied, or, if the first step answer is unsatisfactory to the grievant, he/she may process the grievance to the second stage providing this is done in writing within five (5) working days of receipt of the first stage reply or the date by which the first stage reply should have been issued, whichever is earlier. The second stage appeal shall be to the Assistant Superintendent for Human Resources and Leadership Development.

The Assistant Superintendent for Human Resources and Leadership Development shall consult with the grievant and his/her representative and with all other parties of interest in an effort to settle the grievance. He/she shall, within five (5) working days of receipt of the second stage appeal reply to the grievance in writing, stating in full his/her reasons for his/her reply.

4. Third Stage (Superintendent of Schools)

If no response is made in a timely manner or if the grievant is not satisfied with the second stage reply, he/she may within five (5) working days of receipt of the second stage reply or the date by which the second stage reply should have been issued, whichever is earlier, process the grievance to the Superintendent of Schools. The Superintendent of Schools shall review with the grievant, or with the grievant and his/her representative, and with all other parties of interest, the full facts of the case and make his/her reply in writing within ten (10) working days of the completion of his/her investigation and hearings.

5. Fourth Stage (Board of Education)

If the grievant is not satisfied with the third stage reply, he/she may process his/her grievance to the fifth and final stage, consisting of the Board of Education, by referring his/her grievance to the Board of Education through the Clerk of the District within five (5) working days of the receipt of the third stage reply.

The Board of Education will, within thirty (30) working days of the receipt of such grievance arrange a meeting with the grievant, or with the grievant and his/her representative and with all other prior parties of interest to consider the grievance. The Board of Education will take into account all evidence and arguments theretofore presented by both parties. The Board of Education will then render a final decision in writing as soon as practical, but not later than thirty (30) working days after such meeting. The Board of Education will state in its reply the basis for its decision. The Board's decision shall be final and binding on the parties.

VII. NEGOTIATIONS

A. COMPLETE SETTLEMENT

The District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly agree that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter contained in the formal proposals of either party leading to this Agreement, except for the purpose of negotiating a successor agreement.

The Agreement may be amended by the mutual consent and agreement of the Superintendent of Schools and the Association, subject to ratification by the Board of Education. Any amendment to the Agreement shall be attached as an addendum to this Agreement and will be published by the District within a reasonable

period of time and sent to the Association for distribution.

B. TAYLOR LAW PROVISION

IT IS AGREED BY AND BETWEEN THE PARTIES, IN ACCORDANCE WITH ARTICLE 14 SECTION 204-1 OF THE TAYLOR LAW, 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.

C. DISCUSSION PROCEDURES

Meetings for negotiations and/or discussions with the Superintendent of Schools and/or his/her designated representatives will be held at such dates and times as may be mutually agreed to by the parties. Nothing herein contained shall be construed as preventing either party from being represented by individuals of its own choice. Requests for meetings for purposes other than negotiations should contain specified statements of matters to be discussed.

D. DURATION OF AGREEMENT

This Agreement and each of its provisions shall be effective as of July 1, 2023 and shall continue in full force and effect until June 30, 2028.

E. REOPENER

In the event that the annual earnings cap for retirees which is set forth in Section 212 of the Retirement and Social Security Law is increased above the present level of \$35,000, or suspended, prior to June 30, 2028, the District and the Association agree that they shall re-open negotiations limited solely to the issue of base salary for those unit members (employed retirees) subject to the annual earnings cap.


6/3/24
Labor Relations Specialist, CSEA


Neil Panelli, Unit President


Dr. Michael Hynes
Superintendent of Schools
Port Washington Union Free School District


Adam Smith
President of the Board of Education
Port Washington Union Free School District

Appendix A

School Year Security Aides Hourly Rates

2023-24	\$26.50 effective July 1, 2023 – June 30, 2024
2024-25	\$27.03 effective July 1, 2024
2025-26	\$27.57 effective July 1, 2025
2026-27	\$28.12 effective July 1, 2026
2027-28	\$28.68 effective July 1, 2027

Unit members subject to RSSL Section 212: Notwithstanding the hourly rates set forth in Appendix A, in any school year in which a unit member's compensation is subject to the annual earnings cap for retirees set forth in Section 212 of the Retirement and Social Security Law (currently \$35,000), those unit members who are assigned to a regular full time work schedule (40 hours per week) shall be paid at the hourly rate of \$23.90 per hour unless the District and the Association have agreed to an alternative hourly rate pursuant to Article VII(E) due to the earnings cap being suspended or raised above its current level of \$35,000. Those unit members who are assigned to a regular work schedule of 24 hours/week or less, shall be paid at the hourly rate set forth in Appendix A. Those unit members who are assigned to a regular schedule of 32 hours/week, shall be paid at the rate of \$27.34 per hour or the rate set forth in Appendix A, whichever is lower, unless the District and the Association have agreed to an alternative hourly rate pursuant to Article VII(E) due to the earnings cap being suspended or raised above its current level of \$35,000.

PORT WASHINGTON UNION FREE SCHOOL DISTRICT

**BOARD OF EDUCATION
2023-2024**

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Administrative Offices

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www.portnet.org

