

# **AGREEMENT**

by and between the

**BOARD OF EDUCATION**

of the

**VALLEY STREAM UNION FREE  
SCHOOL DISTRICT THIRTEEN**

and

**CSEA, Local 1000 AFSCME,  
AFL-CIO**



Valley Stream UFSD Thirteen Unit  
Nassau County Educational Local 865

**July 1, 2018 - June 30, 2022**

# AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Between \_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_.

WHEREAS \_\_\_\_\_ and \_\_\_\_\_ have entered into a partnership for the purpose of \_\_\_\_\_ and \_\_\_\_\_.

IT IS AGREED THAT \_\_\_\_\_ shall be entitled to \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first above written.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITNESSED AND SIGNED by \_\_\_\_\_

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AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 2020 by and between BOARD OF EDUCATION, Valley Stream U.F.S.D. Thirteen, Valley Stream, New York 11580-3056 (herein called the "Board" or "District") and Local 1000, Civil Service Employees Association, Inc., AFSCME, AFL-CIO, 3 Garet Place, Commack, New York 11725 (herein called the "Union"), and effective July 1, 2014.

WHEREAS, the parties hereto recognize that the education and welfare of children of the School District is paramount in the operation of the schools and in order to promote such purposes,

NOW, THEREFORE, the parties do hereby agree as follows:

**I. RECOGNITION**

- A. The Board recognizes the Union as the sole and exclusive bargaining agent for all permanent, full-time and part-time members of the custodial, grounds and maintenance staff of Valley Stream Union Free School District Thirteen. Part-time employees are defined as permanent employees working 20 or more hours per week, but less than a full shift.
- B. The employees covered hereunder as "Custodial Staff", are those holding or who may hold any of the following job titles: Head Custodian, Assistant Head Custodian, Cleaner, Custodian/Groundskeeper, Plumbing and Electrical Maintenance Mechanic, Skilled Maintainer, Maintenance Supervisor, Building Attendant, Messenger, excluding seasonal and casual employees.
- C. 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.
- D. In the event that at any time during the term of this agreement the Employer grants Agency Shop recognition to any Employee Organization as the collective bargaining agent of any unit of its Employees, then such Agency Shop recognition shall, a fortiori, be granted to the Union herein.

**II. PAYROLL DEDUCTIONS**

- A. The District will deduct from pay, dues as designated by the Union for membership dues in the Union, on the basis of individually signed and voluntary deduction authorization cards in form agreed to by the district and the Union.
- B. Deductions from any employee's pay shall be in accordance with the date stamped on the Dues Deduction Card.

- C. Authorization for deduction of dues from pay shall remain in effect until the expiration of this Agreement, or the revocation thereof by individual members, or loss of such right as per court or PERB ruling.
- D. In case earnings for any period are insufficient to cover dues, payment for such dues shall be made by the employee directly to the Union.
- E. Deductions shall be made from salary payments, at the written request of the employee, and continued each year until terminated in writing and payments made to the appropriate agency for the following:
1. Payments to the Nassau Educators Federal Credit Union.
  2. Investment in a legal tax sheltered annuity plan. A change in an individual's tax-sheltered plan may be made only in the months of May and December. The Employee is responsible for determining that the salary reduction amount does not exceed the limits set forth in applicable law. The Employee agrees to indemnify and hold the District harmless against any and all actions, claims and demands that may arise from the purchase of annuities or custodial accounts for Employees in amounts in excess of contribution limits as defined under applicable law.
  3. Contributions to New York State Employees' Retirement System.
  4. Repayment of loans to New York State Employees' Retirement System.
  5. Dues to the recognized bargaining agent.
  6. Employees shall be eligible to participate in the District's Section 125 Plan for premium redirection for health insurance, and other benefits, as permitted by law. It is understood that before the pre-tax contributions are implemented, any employee making such contributions shall first agree in writing to indemnify and save the District harmless against any and all claims and/or liabilities, including fees that arise out of or by reason of action taken or not taken by the District for the purpose of complying with this provision.
- F. The Union shall indemnify and save the School District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the School District for the purpose of complying with any of the provisions of this Article or in reliance of any list, notice or assignment furnished under any provision of such.
- G. Every employee in the negotiating unit covered by this agreement who is not a member of the Union shall pay to the Union an Agency Shop Fee, pursuant to the laws of the State of New York. The Union shall certify the amount of the Agency Shop Fee; which amount shall be determined pursuant to the Civil Service Law of the State of New York, Section 208.3(b) and forward same to the District by October 1, along with a list of non-

member unit employees to be declared Agency Shop Fee Payers. The District shall deduct from each such Agency Shop Fee Payers the amount certified by the Union. The deductions taken from the Agency Shop Fee Payers shall be made in the same manner as deductions for members and shall be promptly forwarded to the Union.

As to employees hired subsequent to October 1, within ninety (90) days after such time, the Union shall certify to the District whether such employee is an Agency Shop Fee Payer. After such certification, the District will make deductions and pay to the Union, as set forth above. Payments shall be retroactive to the date such employee commenced employment. The total agency shop fee of each such employee shall be pro-rated on the number of months remaining in the school year after the date of hire.

- H. Unit members shall be eligible to participate in the Deferred Compensation Plan for Employees of the State of New York and Other Participating Public Jurisdictions, or a substantially equivalent plan in compliance with IRC 457 (457 Plan). Any bargaining unit member who wishes to take part in the 457 Plan must execute a Participation Agreement to be provided by the District.

### **III. WAGES AND CLASSIFICATIONS**

- A. The wages payable shall be set forth in Appendix A (Tables A and B). Table A shall apply to all employees hired on or prior to June 30, 1985. Table B shall apply to all employees hired on or after July 1, 1985. New hires employed on or after July 1, 1988 shall receive a salary which is \$1,000.00 below that specified for their classification under Table B and shall move to Table B on the first anniversary of their hiring.

Tables A and B contained in the 2014-2018 Agreement shall be increased as follows:

Effective July 1, 2018 - 2%  
Effective July 1, 2018 - 2%  
Effective July 1, 2020 - 2%  
Effective July 1, 2021 - 2%

- B. There shall be an annual performance bonus of \$1,000 which shall be awarded to each unit member whose job performance, based on the performance evaluation system shall be satisfactory. Any unit member who has been suspended for disciplinary reasons shall not be eligible for such payment. This \$1,000 payment shall not be added to base salary.
- C. An annual longevity payment of \$500 shall be payable to unit members who have fifteen or more years of District service in a title included in this bargaining unit. The longevity payment shall not become part of the base salary for the purpose of computing salary increases. Such payments shall be made in equal installments during the year.

- D. Should Worker's Compensation benefits be paid to an employee for any day or days for which the employee shall have received salary from the School District, an amount equal to the Workers' Compensation benefit so paid shall be paid by the employee to the School District.
- E. Classifications shall be set forth in appendix A. There shall be no combination classification unless expressly provided for. There shall be no change in classifications without prior notice to and discussion with the Union.
- F. For the purpose of identification, in order to hold the position of Plumbing or Electrical Maintenance Mechanic, employee must possess either a current license as a plumber or electrician. Holding such certificate or license shall not mean appointment to such position unless specifically appointed by action of the Board.
- G. Work performed out of category shall be paid for at the higher rate of pay only when performed for two or more successive days, and payment shall then commence from the first of such successive days.

#### **IV. LEGAL LIMITATIONS**

- A. This Agreement and addenda attached hereto constitute the entire Agreement between the parties.
- B. Should any provision of this Agreement be found contrary to any Federal or State law, or any superseding state or local ordinance, then such provision of the Agreement shall be considered void and the balance of the Agreement shall remain in full force and effect.

#### **V. NO STRIKES OR LOCKOUTS**

- A. The Union and its members agree that they shall not engage in any work stoppage, strikes or concerted refusals to perform assigned duties.
- B. In the event that classes are not in session due to labor relations disputes between parties not covered in this Agreement, the Custodial Personnel are mindful of their no-strike obligation and will report to work as if there were no such disputes. In the further event that the Board should declare the school buildings in the District closed for all purposes, by reason of such disputes, and orders its custodial employees not to report to work as a consequence thereof, then the employees covered hereunder shall suffer no loss in pay or other benefits while under such order to refrain from reporting to work.

## **VI. NEGOTIATION PROCEDURES**

- A. **Representation.** The Board and the Union shall each designate representatives to comprise their respective negotiation teams. These teams shall meet on or after January 14 of the final year of this Agreement for the purpose of discussion and attempting to reach mutually satisfactory agreements.
- B. **Request and Meetings.** The first negotiating meetings shall be held upon fifteen (15) days' notice by either party to the other. All issues shall be proposed by the Union to the Board or its designated representatives at or before the first meeting. The Board shall submit in writing to the Union representative at or before the first meeting. The Board shall submit in writing to the Union representative all additional issues upon which it wishes to negotiate no later than the second meeting. The second meeting and all subsequent meetings shall be called at times mutually agreed to by the parties.
- C. **Conducting Negotiations.** The negotiating teams will continue to meet for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith, to deal openly and fairly with each other in all matters and to continue meeting until an understanding is reached on the issue(s) or until an impasse is reached. Meetings shall not exceed three (3) hours, unless the negotiating teams agree to waive the three (3) hour limit for any given meeting. Meetings shall be held at times other than at the regular hours of school.
- D. **Reports.** The parties agree that during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Union, reports of the proceedings of the negotiations shall not be released publicly or to the membership of the Union, unless such release has the prior approval of both parties' negotiating teams.
- E. **Grievances.** Grievances shall not interrupt or delay the process of negotiations but shall continue in accordance with the established Grievance Procedure then in force.
- F. **Agreements.** Final Agreement shall be reduced to writing and shall be submitted to the Board and the Union for adoption, approval and execution by both parties. Until such approval, adoption and execution by both parties, no binding agreements shall exist or be deemed to exist. The parties further agree that this contract terminates on June 30, 2018; that there shall be no automatic renewal or projection on any of the terms hereof beyond June 30, 2014; that the Employer reserves the right to shift the manner of its operations to contract cleaning and will advise the Union of the exercise of such right.

## **VII. MANAGEMENT RIGHTS**

- A. The Union recognizes its responsibility to act in good faith at all times in carrying out any and all provisions of this agreement.

- B. The Union acknowledges the right of the Board to direct and control management policies and work forces of the District subject to the obligations of this Agreement to facilitate efficient operation.
- C. It is recognized by both parties that the Board is the legally constituted body responsible for the determination and execution of policies covering all aspects of the Public School Systems operated by the Board.
- D. The parties recognize that the Board must operate the schools within its jurisdiction in accordance with all statutory provisions of the State, and such other rules and regulations as promulgated by the Commissioner of Education within such statutes. The parties agree that the Board cannot reduce, negotiate or delegate its legal responsibilities.

### **VIII. GRIEVANCE PROCEDURE**

- A. **Resolution of the Board of Education.** The Board of Education, in compliance with Article 16 of the General Municipal Law (Chapter 554 of the Laws of 1962) regarding the establishment of a grievance procedure for employees in the bargaining unit as defined in the Agreement, has established and adopted the following procedures for the orderly settlement of grievances of members of its staff of employees.
- B. **Declaration of Policy.** In order to maintain a harmonious and cooperative relationship between the District and its Custodial and Maintenance Employees, it is hereby declared to be the purpose of this grievance procedure to provide a means for the review and resolution of differences involving employees of this District not otherwise reviewable by law, under which employees may feel free to present grievances, without fear of coercion, interference, restraint, discrimination or reprisal.
- C. **Definitions.**
  - 1. **Employee** shall mean any employee in the bargaining unit.
  - 2. **Union** shall mean Local 1000, Civil Service Employees Association, Inc., AFL-CIO ("CSEA"), the representative of the custodial and maintenance employees in the bargaining unit.
  - 3. **Chief Administrator** shall mean the Superintendent of Schools.
  - 4. **Building Administrator** shall mean the principal in charge of a school building and its staff.
  - 5. (a) **Immediate Supervisor for employees working in a single building** shall mean the Lead Custodian of the building in which the employee works or Supervisor of School Facilities and Operations, as applicable.

(b) Immediate Supervisor for all maintenance personnel and groundskeepers shall mean the Supervisor of School Facilities and Operations.

6. Designee shall mean a person named by the Chief Administrator or the Building Administrator to act in his/her behalf in a grievance proceeding with full authority to render a determination. At no time shall such designee be a party to the grievance under consideration.
7. Grievance shall mean any claimed violation, misinterpretation or inequitable application of existing law, rules, discipline or out of title work in the District which relates to or involves employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees, areas of extra pay for extra services as elsewhere set forth in the Agreement between the parties, but excluding any matter involving any rule or regulation having the force and effect of the law.

D. Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- 3.(a) An employee shall have the right to be represented at any stage of the procedure by a person, or at most, two persons, of his own choice.  
(b) When an employee is not represented by the Union, the Union shall have the right to be present and to enter oral and written argument, and shall receive copies of all written decisions and the recommendations of the Advisory Arbitrator.

E. Procedures.

STEP I: The aggrieved employee and the representative of the Union shall, within twenty (20) work days of the occurrence of the alleged grievance, present the grievance to the aggrieved employee's immediate supervisor. The supervisor shall meet the employee and the Union representative within five (5) work days to discuss the grievance, and shall inform the employee and the Union of his determination within five (5) work days after such meeting.

STEP II: Any grievances not satisfactorily resolved between the supervisor, the employee and the Union shall be submitted in writing within ten (10) work days to the Superintendent of Schools or his/her designee, who shall, within five (5) work days thereafter, meet with the parties to hear the grievance. The Superintendent of Schools or his/her designee shall, within fifteen (15) work days of submission of the grievance to him/her, notify the parties and the Union in writing of his/her decision.

STEP III: Any grievance not satisfactorily resolved by STEP II hereof may be submitted for advisory arbitration as set forth below, within fifteen (15) work days of the receipt of the decision of the Superintendent of Schools.

**STEP IV Advisory Arbitration**

- (a) If any party is not satisfied with the decision at STEP II, he may submit the grievance for advisory arbitration as herein set forth.
- (b) The party seeking advisory arbitration shall do so in writing, served upon the other party within fifteen (15) work days of the receipt of a copy of the decision at STEP II.
- (c) All advisory arbitration hereunder shall be effected through the American Arbitration Association. The party seeking such arbitration shall initiate same pursuant to the Rules of the American Arbitration Association then in effect for a single arbitrator.
- (d) The arbitrator will hear the matter promptly and will issue his recommendation not later than fourteen (14) calendar days from the date the final statements and proofs are submitted to him/her. The arbitrator's recommendation will be in writing and will set forth his/her findings of fact and recommendations on the issues.
- (e) The recommendation of the arbitrator shall be of an advisory nature and shall not be binding upon the parties.
- (f) The costs of the services of the arbitrator, including expense, if any, will be borne equally by the Board of Education and the party claiming the grievance or his/her representative.

**STEP V Board Stage**

Within five (5) days after receipt of the arbitrator's award, either party may appeal to the Board of Education for final determination.

**IX. HOLIDAYS**

Full time custodial employees will be granted fourteen (14) holidays with pay or compensatory time. Such days as:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Last working day before Christmas
Independence Day	Christmas Day

shall normally be allowable holidays. These fourteen (14) days are to be determined by the Superintendent of Schools prior to September 15.

Additional paid holidays allowable to custodial employees during school recess periods shall be at the discretion of the Superintendent of Schools.

Compensatory time shall not be carried over from one school year to the next.

**X. VACATIONS**

A. Vacations for eligible 12-month employees shall be granted after completion of at least one full year of service in the District and after the anniversary of each full year thereafter as follows:

- 1<sup>st</sup> through 5<sup>th</sup> year accrued at 12 days per year
- 6<sup>th</sup> through 12<sup>th</sup> year accrued at 18 days per year
- 13 or more years at 21 days per year

B. The vacation for other than 12 month employees shall be pro-rated in accordance with the number of months worked.

C. Vacations are to be taken at various times of the year as approved by the Superintendent of Schools.

**XI. LEAVES**

A. Leaves of absence, with or without pay, may be granted at the discretion of the Board of Education for such reasons and upon such conditions as the Board of Education may determine.

B. Absence for jury duty will be granted with full pay. Reimbursement received from the County or other applicable authority for this period is returnable to the school district. Such absence is not to be deducted from the Leave Provisions.

C. Employees hired prior to July 1, 2011, shall be permitted to use unused leave, cumulative up to 250 days, for the purposes of a "Leave of Absence with Pay Prior to Retirement." Employees hired on or after July 1, 2011 shall be permitted to use unused sick leave, cumulative up to 300 days, for purposes of a "Leave of Absence with Pay Prior to Retirement."

A leave of absence with pay prior to retirement not to exceed one-half of a work year, at full pay, may be granted, on due and proper application therefore. Such leave of absence shall begin on the date as approved by the Board of Education.

For employees hired prior to July 1, 2011, such leave shall be calculated on the basis of one day of leave for each two days of the first 150 days of accumulated leave, and one day for each four days of the next 100 days of such accumulated leave. For employees hired on or after July 1, 2011, such leave shall be calculated on the basis of one day of leave for each four unused sick days up to the first 200 sick days, and one day of leave for each two days of the remaining 100 sick days.

Such leave may be granted to a Civil Service employee who:

1. Is eligible for service retirement and who meets the necessary requirements for such retirement as defined by the New York State Employees' Retirement System.
2. Has served in the District for a period of not less than ten (10) years.
3. Will retire on the day immediately following the final day of his/her leave of absence with pay.
4. Duly and timely executes the written application for such leave as prescribed by the Board of Education, which application shall be submitted prior to February 1, in the year in which retirement is planned.
5. Duly and timely executes the written application for retirement effective on the day following the last day of such leave of absence.

The amount of pay during such leave shall be calculated on the bases of 20 days of leave to equal 1/12 of the annual basic salary for 12 month employees, and to be pro-rated for 10 month employees.

The number of days of such leave eligibility shall be calculated by the Superintendent of Schools, based upon the employee's unused accumulated leave time as elsewhere provided in the contract in accordance with the prescribed formula above. Such leave requires approval by the Board of Education.

Employees shall have the option to request a lump sum payment of their Leave of Absence with pay prior to retirement. However, in order to exercise such option, retirement must be effective prior to July 1.

In the event that the unit member has put in his/her written application for such leave of absence prior to retirement as set forth above, but dies before the effective date of retirement, the District shall calculate leave eligibility as of the date of death and shall compute the lump sum dollar value thereof in accordance with the formula set forth above. Such lump sum shall be paid to the duly qualified legal representative of the estate of the unit member within a reasonable time after properly documented application is made for same. The amount of such lump sum shall be computed at the rate of pay which was in effect on the date of the death of the unit member.

Notwithstanding that leave earned over the course of a school year accumulates on July 1 of the next school year, an employee who exercises this option and retires on June 30 shall have the amount of leave earned over the course of the school year added to the employee's accumulated leave for the purpose of this paragraph.

D. Paid Leaves

Leaves from work for personal illness, religious holy days, death or illness in the immediate family, pre-approved court attendance, or pre-approved personal business shall be granted to each full time custodial employee within the following limitations:

1. In case of emergency, pre-approval may be waived.
2. The total days allowable may not exceed 15 per year.
3. Personal business days may not exceed three per school year, and prior approval is required.
4. Upon request to the Superintendent of Schools, the Superintendent may authorize three (3) additional personal days in excess of the total leave days allowable, for death in the immediate family (meaning spouse, child, father, mother, brother or sister).
5. Any absence in excess of five (5) consecutive days for personal or family illness shall be substantiated by a physician's certificate satisfactory to the Board and/or its agent, if such certificate is requested by the Board or its agent.
6. Unused leave shall be cumulative indefinitely only for personal illness. Cumulative days will be pro-rated for other than full time (12 months) employees.
7. Pay deductions for unauthorized leave of absence from work in excess of the allowable days shall be at the rate of 1/240<sup>th</sup> of the annual salary for each day of absence for a full time (12 month) employee. Pay deductions for other than full time employees shall be pro-rated; such as, 1/200<sup>th</sup> for 10 month employees.
8. Each full time custodial and maintenance employee, during this first school year of employment, shall be allowed one (1) day of leave per month for the above stated reasons.
9. The Board will add to an employee's accumulated leave one day for each day of absence charged to leave resulting from injuries incurred in the line of duty and covered by Worker's Compensation. The days added to accumulated leave may be used only for future illness after depletion of accumulated leave, but not for computing leave of absence with pay prior to retirement. Days restored prior to July 1, 1985 shall remain eligible for computation of Leave of Absence with Pay Prior to Retirement.

E. Catastrophic Coverage

A member of this unit who is stricken with a serious and prolonged illness or injury shall be eligible for extended sick leave under the following conditions:

1. The employee has been employed, full time, continuously in the school district for seven full years or more, and
2. Prior to the onset of such illness has not used 65% of his/her accumulated leave available to him/her, and

3. Has expended all accumulated leave on account of such illness or injury, and
4. Presents to the Board the certificate of a physician chosen by the Board that such illness or injury has stricken the employee and will prevent the employee from performing his/her normal employee duties for a period of at least 30 calendar days beyond the last day of his accumulated leave, then and in such event, the employee shall be granted an extended leave of absence for a period not to exceed 20 additional school days of leave.

## **XII. WORK WEEK**

- A. The work week for all day employees shall be Monday through Friday, eight (8) hours per day, forty (40) hours per week, exclusive of lunch period.
- B. The work week for all evening employees shall be any five (5) such consecutive days from Monday through Friday, seven and one-half (7½) hours per day, thirty-seven and one-half (37½) hours per week, exclusive of lunch or supper hours. Unit members who actually work 37½ hours per week shall be paid for 40 hours per week.
- C. The Superintendent of Schools shall have the authority to temporarily alter a unit member's work week to include a Saturday, subject to the following: the Superintendent shall provide the unit member three weeks' prior notice of the work week change; no more than three (3) such occasions per building per year; no unit member shall have his/her work week so altered more than twice per year, the unit member shall be assigned a full work shift on the Saturday which shall be paid at straight time rates, provided that if the unit member is required to work beyond his/her full shift, the unit member shall be paid at the overtime rates for time worked beyond the full shift; if the unit member is unable to work the Saturday, the Superintendent may designate another unit member to work the altered work week (i.e., to include Saturday, the Superintendent may designate another unit member to work the altered work week) (i.e., to include the Saturday at straight time rates) notwithstanding the three week notice requirement.
- D. The schedule of working hours shall be set by the Board of Education upon the recommendation of the Superintendent of Schools.
- E. Any unit employee who is required to remain on the premises during his meal period shall work a 37½ hour week.
- F. All full time employees shall receive two (2) fifteen minute breaks per shift.
- G. In the event that any member of the unit shall be called in to work on an emergency situation during a time within two (2) hours after leaving the school premises or within one (1) hour prior to the start of his/her shift, the minimum payment shall be for two (2) hours. In all other situations, the minimum call-in pay shall be three (3) hours. This does not apply to overtime immediately following or prior to a regular work shift. The parties agree that the term "emergency" as used herein, shall not include snowfall, when such snowfall is anticipated.

- H. In the event of an emergency closing of school declared by the Superintendent of Schools, members of the unit who report to duty shall be paid at the rate of time and one-half for time worked. Beginning the 2012-2013 school year, this premium shall be paid for no more than three days per school year. Effective July 1, 2017, premium shall be paid no more than four (4) days per school year. A member who does not report to duty shall receive a day's sick pay, if available. Employees on vacation shall not be eligible for premium pay for the day.

### **XIII. OVERTIME**

- A. All overtime shall be computed on a daily and weekly basis; however, there shall be no pyramiding of overtime.
- B. All overtime worked from Monday through Saturday shall be paid at the rate of time and one-half.
- C. All overtime performed on a Sunday or holiday shall be paid at the rate of double time.
- D. A roster of employees will be maintained within each building so that all requests for overtime will be filled from within the work force regularly assigned to the building where the overtime is requested and rotated on a non-discriminatory basis. Subject to considerations of safety concerning specialized work as determined by the Director of Facilities in consultation with the Maintenance Supervisor, a roster of maintenance/grounds employees will also be maintained so that all requests for maintenance overtime will be filled from within the above work force and rotated on a nondiscriminatory basis. Should such roster fail to fulfill the overtime requirements, management will have the right to assign employees for the overtime work.
- E. Failure to submit request for payment of approved overtime work within two weeks of the time when such approved overtime work was performed will be subject to a secondary approval by the Superintendent of Schools, who shall not approve without a statement from the supervisor that such work was performed.
- F. Substitute Work:
- (i) Where a unit member has been absent more than three weeks and another unit member is willing to accept overtime and is assigned overtime work, the District shall have the option to hire a substitute to provide additional support to the unit member doing the overtime work.
  - (ii) Where no unit member is willing to work overtime, the District shall have the right to hire a substitute.
  - (iii) Effective July 14, 2017, the District shall have the right to hire substitutes to cover the shift of any Unit Member who is absent for ten (10) or more work days.

#### **XIV. INSURANCE**

- A. The Board of Education agrees to pay for health insurance for each full time employee electing to join the plan a sum of money equal to 80% of the premium charged by the Empire Health Insurance Plan for either single or family category in which the employee is enrolled, or 80% of the premium for any new plan aged to by the Union and the District, and employees shall contribute 20% of the cost of the health insurance premium.

Employees may decline District-provided health insurance. It is understood that the health insurance plan carrier's rules, regulations and procedures may impose a waiting period between the date on which notice of withdrawal from coverage is submitted by the employee and the date on which the withdrawal becomes effective. Once withdrawal is effective, the employee shall be eligible to receive a declination payment of not more than Two Thousand and Five Hundred (\$2,500.00) Dollars per year, prorated for each complete month of non-coverage (i.e., If the effective date of the employee's withdrawal is October 31<sup>st</sup> and employee continues without District-provided health insurance until May 31<sup>st</sup>, then the employee shall be paid \$1,666.67, as follows:  $\$2,500 \div 12 = \$208.33 \times 7 \text{ months} = \$1458.31$ ). All declination payments are made on June 30<sup>th</sup> of each year.

Employees who have withdrawn from the health insurance plan shall, upon written request, be reinstated to family and individual coverage, as appropriate, subject to the rules and regulations of the health insurance plan in effect at the time of reinstatement. Payment to an employee so reinstated shall be made on the next ensuing June 30<sup>th</sup> in an amount equal to a pro-rated portion of the month that the employee had actually been withdrawn from the health insurance plan. An employee shall be limited to reinstatement only one time within a twelve month period.

- B. The Board of Education shall contribute the sum of \$90.42 per month per employee toward an ancillary benefits or insurance plan to be approved by the Union. The District shall assist, cooperate and consult with the Union in the selection of the components of the plan.

#### **XV. MEDICAL EXAMINATIONS**

- A. All new employees must submit a report of prescribed medical examinations by a physician of the employee's own choice, at the employee's personal expense, or by a school physician, at the District's expense, prior to the effective date of appointment as a probationary or provisional employee.
- B. Each employee must submit a report of a Tine Test or equivalent laboratory test for tuberculosis at least once every two years after employment. In the event that such test is positive, then an x-ray examination shall be required. Such test is due not later than December 1 of the year when required. The Board of Education will arrange, at the District's expense, for the taking of such required examinations. If the employee does not appear for examination at the time designated, the employee must then assume this responsibility at the employee's own expense.

- C. Medical examinations may be required at such other times as the Board of Education designates. Nothing in this Article shall be deemed a waiver of the right of the Board of Education to require examination of an employee by the school physician at Board expense.

**XVI. MISCELLANEOUS WORKING CONDITIONS**

- A. In the event the work force is short, no employee shall have to make up the entire difference in work on his shift due to the absent person.
- B. It shall be the duty of all personnel to see that all working conditions are safe from unnecessary hazards. Hazardous situations should be reported to the immediate supervisor. Safety rules for employees working alone or in isolated circumstances shall be adopted.
- C. Personnel Files
  - 1. Upon request by the employee, the employee shall be permitted to examine his/her official employment and personnel file.
  - 2. The employee shall have the right to answer any material filed past, present and future, and the employee's answer shall be attached to the file copy.
- D. Employees may receive a written statement annually of their accrued unused individual leave, upon request.
- E. A schedule shall be posted setting forth the hours of work for each employee.
- F. The District shall maintain non-ownership automobile liability insurance to cover employees' vehicles used in the course of the employees' duties, where so directed or authorized by the District.
- G. The rate of reimbursement for the use of privately owned vehicles for authorized transportation shall be established by the Board of Education and shall be payable to those employees performing required services, to be paid upon the receipt of properly executed transportation reimbursement request forms.
- H. The District shall establish a \$475 annual credit for each employee at Goldman Brothers for the purchase of uniform items (e.g., jacket, pants, sweatshirt, work boots) from a list approved by the District. A committee comprised of an equal number of representatives of the union and the District will be established to address concerns relating to the implementation of the uniform allowance provision of this Agreement. Foul-weather gear will be available in each building in sufficient quantity to equip all personnel assigned to outside work.
- I. Both the District and the Union agree that the wearing of uniforms and safety equipment is required for the safety and protection of the employee and the public.

- J. Effective July 1 2020, Employees will be required to have the words "Valley Stream UFSD 13" displayed on the front and back of the outermost layer of clothing as part of the uniform requirement. The layout and design of the display shall be determined in the sole discretion of Administration.

## **XVII. SENIORITY, LAYOFFS, TRANSFERS AND PROMOTIONS**

- A. Seniority for all unit employees shall be computed from the date of commencement of employment.

If layoffs become necessary, part-time and probationary employees shall be the first employees to incur a reduction in hours of work. If, after all part-time and probationary employees have been laid off and other reductions in force are necessary, the employer shall lay off in accordance with the principles of seniority, provided the retained employee can efficiently perform the required work as determined by management. For the purpose of reduction in force, seniority shall be classification wide, provided no employee shall have less seniority in classification in which he was originally hired than his total district-wide seniority.

When recalls occur, employees will be recalled in the inverse order in which they were laid off by the Board sending a written notice to the employee by registered or certified mail, return receipt requested, or telegram requesting him to return to work, unless management determines that the employee with the most seniority does not have the requisite skills for the job being recalled. Any employee shall not be deemed to have waived his right to return to work unless he fails to give notice of his intent to return within three (3) work days and report for work within two (2) weeks.

- B. **Transfers**  
Except for emergencies, a permanent employee shall not be transferred to another shift, or from one building to another, or from one department to another without prior notice to the employee and discussion with the Union, if requested. No transfers of any kind will be made for punitive purposes.
- C. **Promotions**  
All job and shift openings and promotions shall be posted, and all employees in the unit shall have the opportunity to bid on same. Criteria for promotion shall include, but not be limited to, qualifications, ability, seniority, overall staffing requirements and prior performance evaluations. Promotions shall be in accordance with Civil Service Law.

## **XVIII. SECURITY**

No permanent employee shall be discharged except for just cause. The Union reserves the right to dispute any such discharge. If the parties fail to agree, the matter shall be submitted through the regular channels of Grievance Procedure as provided in this Agreement.

**XIX. PERFORMANCE EVALUATION**

- A. Employees' performance shall be evaluated in accordance with the evaluation procedure annexed as Appendix B.
- B. Any employee receiving in any contract year two or more unsatisfactory evaluations shall not be entitled to the next regularly scheduled wage increase.
- C. Any employee who receives a negative evaluation and who feels that such evaluation does not properly reflect his job performance shall be entitled to challenge the evaluation in accordance with the provisions of the evaluation procedure.

This contract and all of the terms and conditions and appendices set forth herein shall remain in effect for the period of July 1, 2018 through June 30, 2022.

In witness whereof, the parties hereto have set their hands and seals on the date set forth below, at Valley Stream, New York.

Dated: November 26, 2019

CIVIL SERVICE EMPLOYEES  
ASSOCIATION, INC. LOCAL 1000,  
AFSCME, AFL-CIO

By: Cynthia Smalls  
Cynthia Smalls  
Labor Relations Specialist

BOARD OF EDUCATION OF THE  
VALLEY STREAM U.F.S.D. #13

By: Dr. Frank Chiachiere  
Dr. Frank Chiachiere  
President

NASSAU EDUCATIONAL LOCAL 865  
VALLEY STREAM SCHOOL DISTRICT 13

By: William Buchanan  
William Buchanan  
Unit President







**Local 1000, AFSCME, AFL-CIO**  
143 Washington Ave., Albany, NY 12210

**Danny Donohue, President**

