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#### **Contract Database Metadata Elements**

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AGREEMENT BETWEEN

VALLEY STREAM UNION FREE SCHOOL DISTRICT NO. 30

TOWN OF HEMPSTEAD

VALLEY STREAM, NEW YORK

and

VALLEY STREAM ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL

VALLEY STREAM TEACHERS ASSOCIATION

7/1/02 - 6/30/05

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**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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Secretarial Salary Schedule:

- Exhibit A - 2002-2003
- Exhibit B - 2003-2004
- Exhibit C - 2004-2005

RECOGNITION AND NEGOTIATION AGREEMENT

PREAMBLE

The Board of Education of Union Free School District No. 30, Valley Stream, New York (herein called "Board") and the Valley Stream Teachers Association (herein called the "Association) recognize that the education and welfare of children of the School District are paramount in the operation of schools and in order to promote such purposes, the parties do hereby agree as follows:

ARTICLE I - RECOGNITION

The Board recognizes the Association as exclusive representative, for the purposes of negotiation as set forth below, of all members of the Secretarial and Clerical Staff of Valley Stream Central High School District.

This recognition is granted in acknowledgement of receipt of evidence, as stipulated in the Public Employees' Fair Employment Act that the Association is the authorized representative of over 50 percent of the personnel identified above. It records the affirmation of the Association that it will abide by Section 210 of the Public Employees' Fair Employment Act and the Laws of the State of New York in general.

This recognition shall extend for the maximum period permitted by the provisions of the Public Employees'

Fair Employment Law and thereafter for successive single year periods as long as the Association remains the authorized representative of over 50 percent of the personnel identified above.

Every employee in the negotiating unit covered by this Agreement who is not a member of the Valley Stream Teachers Association shall pay to the Association an Agency Shop Fee pursuant to the Laws of the State of New York. The Association 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 Payer the amount certified by the Association. The deductions taken from Agency Shop Fee Payers shall be made in the same manner as deductions for members and shall be promptly forwarded to the Association.

As to employees hired subsequent to October 1, within ninety (90) days after such time, the Association shall certify to the District whether such employee is an Agency Shop Fee Payer. After such certification the District will make deductions and pay same to the Association, 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 based on the number of months remaining in the school year after date of hire.

ARTICLE II - PRINCIPLES

A. Attaining Objectives: Attainment of objectives of the educational program of the District requires mutual understanding and cooperation between the Board and the Association. Free and open exchange of views is desirable and necessary.

B. Responsibility: Secretarial Personnel are responsible for maintaining high standards of competence. The Association acknowledges that the Superintendent of Schools in the District is the Chief Executive Officer of the School District and that the Board is solely responsible for the direction and control of the management policies and of the work force of the District, subject to the obligations of this agreement. Continued success of the educational program in the community depends upon staff effectiveness, which in turn depends upon satisfactory working conditions.

C. Individual Freedom: The parties recognize the right of individual staff members to join or refrain from joining any employees association and/or organization of their choosing, but membership shall not be a prerequisite for employment or continuation of employment of any employee

nor shall the Association interfere with the individual employee rights of those who choose not to join.

ARTICLE III - AREAS FOR DISCUSSION & AGREEMENT

Representatives of the Board and the Association shall meet to reach mutually satisfactory agreements on matters related to terms and conditions of employment pursuant to the Public Employees' Fair Employment Act. It is acknowledged by both parties that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the District.

The parties acknowledge 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 are promulgated by the Commissioner of Education in accordance with such statutes. The parties agree that the Board cannot reduce, negotiate or delegate its legal responsibilities.

ARTICLE IV - NEGOTIATION PROCEDURES

A. Representation: The Board and the Association shall each designate representatives to comprise their respective negotiating teams. These teams will meet for the purpose of discussing and reaching mutually satisfactory agreements.



B. Requests and Meetings: Negotiations for a new contract, following the expiration hereof, shall commence on or before January 15, during the last year of the term hereof. The first meeting of the negotiating committees shall be held on or about January 15th during the last year of the term hereof. At such meeting, written comprehensive proposals of items to be discussed during future negotiating sessions shall be presented and explained by each party. The second meeting and all subsequent meetings shall be called at times mutually agreed upon by the parties. Such negotiations may be held jointly between the Association and all of the Valley Stream school districts.

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 on 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 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 Association, reports of

the proceedings of the negotiations shall not be released publicly or to the membership of the Association unless such release has the prior approval of both parties' negotiating teams.

E. Study and Research: Either party may appoint sub-committees to study research and develop projects, programs, reports, and to make recommendations on matters under consideration. The cost of such sub-committee shall be borne by the party initiating the study.

F. Grievances: Grievances shall not interrupt or delay the process of negotiation but shall follow the prescribed procedures as set forth below herein.

## ARTICLE V - GRIEVANCE PROCEDURE

### DECLARATION OF PRINCIPLE

In order to maintain a harmonious and cooperative relationship between the District and its secretaries, it is hereby declared to be the purpose of this grievance procedure to provide a means for the review and resolution of differences involving secretaries of this District not otherwise reviewable by law under which secretaries or the Association may feel free to present grievances, without fear of coercion, interference, restraint, discrimination or reprisal.

### DEFINITIONS

1. "Secretary" shall mean any employee in the bargaining unit.

2. "Association" shall mean the Valley Stream Teachers Association, the representative of the secretaries 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. "Immediate Supervisor" shall mean the administrator, subject to the building administrator, to whom the secretary is directly responsible.

6. "Representative" shall mean the person or at most two persons appointed by a party to a grievance as his or her counsel or to act in his or her behalf.

7. "Designee" shall mean a person named by the chief administrator or the building administrator to act in his or her behalf in a grievance proceeding with full authority to render a determination. At no time shall such a designee be a party to the grievance under consideration.

8. DEFINITION OF GRIEVANCE -- "Grievance" shall mean any claimed violation, misinterpretation of inequitable application of the provisions of this Agreement, including those School District By-Laws which are specifically listed in this Agreement, existing laws, rules, procedures, regulations, administrative orders or work rules of the District which relate to or involve employee health or

safety, physical facilities, materials or equipment furnished to employees or supervision of employees, but excludes any matter involving an employee's rate of compensation, retirement benefits, disciplinary proceeding or any matter which is otherwise reviewable pursuant to law, or any rule or regulation having the force and effect of law.

#### 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. Any secretary or the Association shall have the right to initiate and present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

3. A secretary shall have the right to be represented at any stage of the procedures by a person, or, at most, two persons of his/her own choice. When a secretary is not represented by the Association, the Association shall have the right to be present, and shall receive copies of all written decisions and the recommendations of the Advisory Arbitrator.

4. Necessary hearings shall be called by the administrator and/or his/her designee.

5. Each party to a grievance shall have access upon written request to all written statements and records pertaining to such case, within five work days.

6. All hearings shall be closed.

7. It shall be the responsibility of the chief administrator of the District to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her, with the time specified in these procedures.

8. In the event of failure of an administrator to communicate a decision within the specified time limits, the aggrieved party may undertake the next procedural stage unless time to render a decision is extended by consent.

9. In the event that the school year ends before a grievance has been carried to a written determination, it shall be incumbent upon the administrator or Board of Education to make such a written determination after the opening of the next school year and within ten work days of the written request of the aggrieved, provided such request is delivered within 15 days from the opening of school.

#### PROCEDURES

1. Local Stage -- The Association or the aggrieved secretary either in person or through a representative, shall within 20 work days of the occurrence of the alleged grievance, have the option of orally

presenting the grievance to the immediate supervisor or the building administrator. In either case this initial presentation will remain informal, and the immediate supervisor or building administrator will discuss the grievance with the Association, or with the aggrieved secretary or his/her representative within five work days.

a. (1) If the Association, the aggrieved party or his/her representative initially presents the grievance to the immediate supervisor said supervisor shall render his/her determination to all parties within five work days after the grievance is represented to him/her. If such grievance is not satisfactorily resolved at this stage any party may proceed to a formal presentation to the building administrator.

(2) Within five school days after a determination has been made by the immediate supervisor any party may make a written request to the building administrator or his/her designee for review and determination.

(3) The building administrator or his/her designee shall immediately instruct the parties and immediate supervisor to submit written statements to him/her within five work days setting forth the specific nature of the grievance, the facts relating thereto, and the determination(s) previously rendered.

(4) If such is requested in the written statement of either party pursuant to paragraph (3) above, the building administrator or his/her designee shall notify all parties concerned in the case, of the time and place when an informal hearing will be held where parties and their representatives may appear to present oral and written statements supplementing their written position in the case. Such hearing will be held within five work days of receipt of written statements pursuant to Paragraph (3) above.

(5) The building administrator or his/her designee shall render his/her written determination within ten work days after the written statements pursuant to paragraph (3) have been presented to him/her.

(6) If the grievance is not resolved at this stage in a manner satisfactory to the parties, any party may proceed to the District stage.

b. (1) If the Association or the aggrieved party or his/her representative initially presents the grievance to the building administrator said administrator shall render his/her determination to all parties within five work days after the grievance is presented to him/her.

(2) If such grievance is not satisfactorily resolved at this stage, either party may proceed to the District stage.

2. District Stage

- a. Within five work days after a determination has been made under Stage 1, any party may make a written request to the chief administrator or his/her designee for review and determination.
- b. The chief administrator or his/her designee shall immediately request the parties, immediate supervisor and any other administrator previously rendering a determination in the case, to submit written statements to him/her within five work days setting forth the specific nature of the grievance, the facts relating thereto, and the determination(s) previously rendered.
- c. If such is requested in the written statement of any party pursuant to paragraph 2b above, the chief administrator or his/her designee shall notify all parties concerned in the case, of the time and place when an informal hearing may be held where the parties involved with or without representatives may appear and present oral and written statements supplementing their positions in the case. Such hearing shall be held within five work days of receipt of the written statements pursuant to paragraph 2b above.
- d. The chief administrator or his/her designee shall render his/her written determination within ten work days after the written statements pursuant to



paragraph 2b have been presented to him/her.

- e. If the grievance is not resolved at this stage, party may proceed to the following stage.

3. Advisory Arbitration

- a. If any party is not satisfied with the decision at stage 2, he/she may submit the grievance for advisory arbitration as hereinafter set forth.
- b. The party seeking advisory arbitration shall do so in writing, served upon the other party within fifteen work days of the receipt of a copy of the decision at stage 2.
- c. Within five school days after such written notice of submission to advisory arbitration, the chief administrator and the parties will attempt to agree upon a mutually acceptable arbitrator, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within five work days, then the parties will request the American Arbitration Association in accordance with its procedures, to appoint an advisory arbitrator experienced in the arbitration of educational disputes.
- d. The arbitrator will hear the matter promptly and will issue his/her recommendation not later than fourteen calendar days from the date of the close of the hearing, or if oral hearings have been

waived, then 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 or upon the Board of Education.
- f. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the party claiming the grievance or his/her representatives.

4. Board Stage

In the event the recommendation of the advisory arbitrator are not satisfactory any party may submit the grievance in writing to the Board of Education within five work days after the receipt of the advisory arbitrator's recommendations. Such party shall include the written record of the previous stages and shall notify the chief administrator of his/her decision to go to the Board of Education. The Board of Education shall meet with the parties in closed session within 30 days of the submission of the grievance. All parties to the grievance must be present and may have counsel. The Board shall render its decision in writing to the parties within 30 days of the close of the hearing. The written record, if any, of the hearing shall be made

available to the parties concerned prior to the Board's decision.

5. Disability and Delay

If during any period of time within such an employee is required to act in accordance with this procedure, such employee shall be ill, or incapacitated as to make it impractical to avail himself/herself of this procedure, the time within which to take action shall be deemed extended. However, no such extension of time shall result in an extension of more than 90 calendar days.

ARTICLE VI - WORK STOPPAGE

The Association and the Board subscribe to the principle that differences should be resolved by peaceful and lawful means without interruption to the school program. The parties further recognize that strikes and work stoppages by any members of the Secretarial Staff are unlawful and contrary to the public policy.

The Association therefore agrees that there shall be no strikes, work stoppages or concerted refusals to perform assigned duties by any employee covered by this Agreement.

The Board and the Association agree to make every reasonable effort to effect settlement of all issues in the best interests of the students of the District.

ARTICLE VII - LEGAL LIMITATIONS

Should any provisions of this Agreement be found contrary to any Federal or State Law, or any local superseding ordinance or statute, then such illegal provisions of the Agreement shall be considered void and shall, if possible, be re-written to conform to said laws, but the balance of this agreement shall remain in full force and effect.

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 therefor, shall not become effective until the appropriate legislative body has been given approval.

ARTICLE VIII - WORKING CONDITIONS,

SALARY SCHEDULES & ADDENDUM

A. General Conditions

1. The school fiscal year is the period from July 1, to June 30.

2. The appointment and permanent status of all employees shall be subject to the Civil Service Law, the rules and regulations of the Civil Service Commissioner of Education and the By-Laws of the Board of Education.

3. All new job positions and job openings in the job areas covered by this agreement shall be posted in appropriate places within the buildings of the District wherever and whenever possible.

4. All employees of the bargaining unit shall receive a statement of their accumulated sick leave time, in writing, annually.

5. Length of service in the District shall be one of the factors considered in determining transfers.

B. Salary and Miscellaneous Payments

1. In determining the starting salary, applicants may be given credit at the discretion of the Board of Education for applicable experience or training.

2. Salary shall be payable in semi-monthly installments on the 15th day, and on the last working day of each month. The ten month employees shall have the option of receiving their annual salary in 20 semi-monthly installments, the first 19 installments to be 1/24th of the annual salary and the last installment in June to be in the amount of the then unpaid balance of the salary.

3. Payment of each eligible employee's contribution to the New York State Employees' Retirement system shall be on a non-contributory basis as provided in the System's 1/60 Plan of 1938. There shall be no diminution of retirement benefits for present employees during the term of this agreement. Clerical personnel employed on or after July 1, 1976, will be offered

membership in the N.Y. State Employees Retirement System under the 55 year contributory plan.

4. Should Workers 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 benefits so paid shall be paid by the employee to the school district.

5. 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 line of duty and covered by Workers 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.

6. Salary schedules and computations for the term hereof are annexed hereto and made a party hereof, as "Exhibit A", "Exhibit B" and "Exhibit C".

7. Salary deductions shall be made from salary payments, at the written request of the secretary and continued each year until terminated in writing and payments made to the appropriate agency for the following:

- a. Dues to the Valley Stream Teachers Association.
- b. Investment to an approved tax sheltered annuity previously approved by the Board.
- c. Contributions to the N.Y. State Employees' Retirement System for those employees hired

after July 1, 1976.

- d. Payments to a teachers credit union.
- e. Repayment of loans to N.Y. State Employees' Retirement System.
- f. Contributions to NYSUT Benefits Trust.

8. The District will pay for the cost of any courses studied and completed by a member of the Unit provided the employee takes such course at the request of the District or if the request is initiated by the employee and approved, in writing, by the Superintendent of Schools.

9. Effective and retroactive to July 1, 1995, any employee promoted to a higher title shall move laterally on the pay schedule to the new grade at such employee's current step, unless the promotion takes place effective on their anniversary when the employee will gain one (1) step.

C. Leaves

1. Approved Leaves

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.

2. Jury Duty

Absence for jury duty will be granted with full pay. Reimbursement received from the County for this period is returnable to the School District. Such absence is not to be deducted from the Leave provisions. Employees shall request that they be placed "on call where available.

3. Leave of Absence With Pay Prior to Retirement for Secretaries and Clerical Employees Whose Employment Began Before September 2, 1988

All unused leave shall be cumulative up to 250 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, with full pay, may be granted on due and proper application therefor. 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. Such leave may be granted to a Civil Service employee who:

- a. Is eligible for service retirement and who meets the necessary requirements for such retirement as defined by the New York State Employees' Retirement System.
- b. Has served in the school district from which he will retire for a period of not less than 10 years.
- c. Will retire on the day immediately following the final day of his leave of absence with pay.
- d. Duly and timely executes the written application for such leave as prescribed by his Board of Education.



e. Duly and timely executes the application for retirement effective on the day following the last day of such leave of absence.

Such leave of absence shall begin on the date as approved by the Board of Education.

The amount of pay during such leave of absence shall be calculated on the basis of 20 days of leave to equal 1/12 of the annual basic salary for 12 month employees and to be prorated for 10 and 11 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 these by-laws in accordance with the prescribed formula above. Such leave requires approval by the Board of Education.

In the event that a member of the bargaining unit should have filed his/her written application for such leave and for retirement, as set forth above, and in the further event that he/she shall become deceased prior to the onset of such leave or retirement, then the Superintendent of Schools 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 then be paid to the duly qualified legal representative of the estate of such deceased employee 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 death of the deceased employee.

An employee entitled to such leave, pursuant to all of the terms, conditions and calculations as set forth above, shall have the option of requesting and receiving his/her leave payments in a lump sum, on the following conditions:

- a. If the employee's last day of work shall coincide with the last day of the fiscal year of any date prior thereto, and if the employee elects lump sum payment, together with his/her last salary payment, then he/she shall make such election known in writing, at least 30 days prior to his/her last day of work, and such payment will be made as requested and at the same rate of pay as the last regular paycheck.
- b. If the employee's last day of work shall coincide with the last day of the fiscal year or any date prior thereto, and if the employee elects a lump sum payment to be made at any time during the next fiscal year, then he/she shall make the request, in writing, at least 30 days prior to his/her last day of work, and such lump sum payment to be made will be made as requested, but at the rate of pay which was in effect on the last day when

the employee actually worked and not at the rate of pay in the fiscal year when payment is made.

4. Leave of Absence With Pay Prior to Retirement for Secretaries and Clerical Employees Whose Employment Began on or After September 2, 1988

All unused leave shall be 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, with full pay, may be granted on due and proper application therefor. Such leave shall be calculated on the basis of one day of leave for each four days of the first 200 days of accumulated leave and one day for each two days of the next 100 days of such accumulated leave. Such leave may be granted to a Civil Service employee who:

a. Is eligible for service retirement and who meets the necessary requirements for such retirement as defined by the New York State Retirement System.

b. Has served in the school district from which he/she will retire for a period of not less than 10 years.

c. Will retire on the day immediately following the final day of his leave of absence with pay.

d. Duly and timely executes the written application for such leave as prescribed by his Board of Education.

e. Duly and timely executes the application for retirement effective on the day following the last day of such leave of absence.

Such leave of absence shall begin on the date as approved by the Board of Education.

The amount of pay during such leave of absence shall be calculated on the basis of 20 days of leave to equal 1/12 of the annual basic salary for 12 month employees and to be prorated for 10 and 11 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 this agreement in accordance with the prescribed formula above. Such leave requires approval by the Board of Education.

In the event that a member of the bargaining unit should have filed his/her written application for such leave and for retirement, as set forth above, and in the further event that he/she shall become deceased prior to the onset of such leave or retirement, then the Superintendent of Schools 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 then be paid to the duly qualified legal representative of the estate of such deceased employee 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 death of the deceased employee.

An employee entitled to such leave, pursuant to all of the terms, conditions and calculations as set forth above, shall have the option of requesting and receiving his/her leave payments in a lump sum, on the following conditions:

a. If the employee's last day of work shall coincide with the last day of the fiscal year of any date prior thereto, and if the employee elects lump sum payment, together with his/her last salary payment, then he/she shall make such election known in writing, at least 30 days prior to his/her last day of work, and such payment will be made as requested and at the same rate of pay as the last regular paycheck.

b. If the employee's last day of work shall coincide with the last day of the fiscal year or any date prior thereto, and if the employee elects a lump sum payment to be made at any time during the next fiscal year, then he/she shall make the request, in writing, at least 30 days prior to his/her last day of work, and such lump sum payment to be made will be made as requested, but at the rate of pay which was in effect on the last day when the employee actually worked and not at the rate of pay in the fiscal year when payment is made.

D. Paid Leave

1. Work Days

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

- a. The total days allowable may not exceed fifteen (15) per school year for 12 month employees and pro-rated for other than 12 month employees.
- b. Personal business days may not exceed three (3) per school year and prior approval is required except in the case of an emergency which may, on its merits, be approved after the fact.
- c. 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.
- d. Unused leave shall be cumulative indefinitely only for personal illness.
- e. Pay deductions for unauthorized leave or absence from work in excess of the allowable days shall be at the rate of  $1/240$  of the annual salary for each day of absence for a full year employee. Pay deductions for other than full year employees shall be pro-rated (such as  $1/200$  for ten month employees).
- f. Additional leave during emergency closing of

schools, such as snow days, shall be granted at the discretion of the Superintendent of Schools.

- g. Each full time clerical employee, during his/her first year of employment, shall be allowed one (1) day leave per month for the above stated reasons.

## 2. Bereavement Leave

For the period commencing July 1, 2002, in the event of the death of a member of the employee's immediate family, there shall be a bereavement leave not to exceed three (3) days in any one year of this Agreement (such year to be defined as July 1 through June 30 of the succeeding year). The term "immediate family" shall be strictly construed and defined as being limited to the employee's spouse, child, mother, father, brother or sister. Notwithstanding any provision to the contrary contained in this agreement, the three (3) days bereavement leave provided and referred to in this paragraph shall not be cumulative and shall expire without any accumulation or further rights thereto at midnight, June 30, each and every year of this Agreement. This, however, shall not be construed to be a "sunset" provision.

## 3. Holidays

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

New Year's Day

Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day and the last

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

Additional paid holidays allowable to clerical 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.

E. Vacations

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 each full year thereafter as follows:

1st through 5th year accrued at 12 days per year;



6th through 12th year accrued at 18 days per year;

13 or more years accrued at 21 days per year;

A first year 12 month employee and other than 12 month employees shall be pro-rated in accordance with the number of months worked. Vacations are to be taken at various times of the year as approved by the Superintendent of Schools. Secretaries severing their employment shall be paid for unused vacations days as accrued.

F. Catastrophic Coverage

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

1. The secretary 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 personal leave theretofore available to him/her, and

3. Has expended all of his/her 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 secretary and will prevent the secretary from performing his/her normal secretarial duties for a period of at least 30 calendar days beyond the last day of his/her accumulated leave, then and in such event, the

secretary shall be granted an extended leave of absence for a period not to exceed 20 additional school days.

G. Working Hours

1. The schedule of working hours shall be set by the Board of Education upon recommendation of the Superintendent of Schools. Normal full time for the clerical staff shall be 35 hours per week exclusive of the lunch period. The work week during the months of July and August and during the Christmas, Easter and Winter recess periods shall be 30 hours. Overtime, at the rate of time and one-half, shall be paid the clerical staff for work in excess of 37 hours per week. Double time will be paid for clerical staff working on Sundays or any of the 14 holidays designated by the Superintendent of Schools.

2. Effective September 1, 1986 the Valley Stream Teachers Association - VSAES unit leader shall be relieved one half hour before the end of the regular working day to be allowed to participate in association matters at least one day a month.

H. Medical Examinations

1. 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 day of appointment as a probationary or provisional employee.

2. Each employee must submit a report of a tyne 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 no 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, he/she must then assume this responsibility at his/her own expense.

3. Medical examinations may be required at such other times as the Board of Education designates. Nothing in this by-law 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.

#### I. Insurance - Health

1. The following committee formed on the signing of the contract for the period July 1, 1991 to June 30, 1993 shall continue:

(a) consisting of an equal number of representatives appointed by the Association (inclusive of all representatives of VSTA, whether from the secretarial or teachers' bargaining unit) and the Boards of Education to continue the parties' discussions regarding changing carriers/plans; or alternatively

(b) consisting of an equal number of representatives appointed by the Association and the Boards

of Education, which committee shall work together with that committee created between the teachers' bargaining unit of VSTA and the Boards of Education to continue the parties' discussions regarding changing carriers/plans.

2. Any employee may voluntarily decline health insurance and receive a prorated payment in an amount equal to \$1,250.00, divided by 12, multiplied by the number of complete months between the date on which the employee's declination became effective and the date of payment pursuant to the following chart:

<u>Effective date of declination</u>	<u>Payment date</u>
Subsequent to 7/1/96	First June 30th following date of most recent declination

It is understood that the health insurance plan carrier's rules and regulations 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. Employees who have withdrawn from the health insurance plan shall, upon written request, be reinstated to family or individual coverage, as appropriate, subject to the rules and regulations of the health insurance plan in effect at the time of the reinstatement. The employee so reinstated shall be entitled to receive a prorated payment in an amount equal to \$1,250.00, divided by 12, multiplied by the number of

complete months between the date on which the employee's most recent annual declination became effective and the date of reenrollment. Said payment shall be made pursuant to the chart above. An employee shall be limited to reinstatement only one time within a twelve (12) month period.

Effective and retroactive to July 1, 1996, for all employees who thereafter voluntarily decline or renew their declination of family health insurance pursuant to this section, the amount shall be changed from \$1,250 to \$1,400.00.

3. Effective July 1, 1994, the Board of Education agrees to pay health insurance for each employee requesting same, a sum of money equal to 90% of the premium charged by the New York State Empire Plan for either single or family category in which the employee may be enrolled, or 90% of the premium charged for any new plan agreed to by the Association and the Board of Education.

4. Effective July 1, 2003, the Board of Education agrees to pay health insurance for each employee requesting same, a sum of money equal to 87.5% of the premium charged by the New York State Empire Plan for either single or family category in which the employee may be enrolled, or 87.5% of the premium charged for any new plan agreed to by the Association and the Board of Education.

5. Effective July 1, 2004, the Board of Education agrees to pay health insurance for each employee requesting same, a sum of money equal to 85% of the premium charged by

the New York State Empire Plan for either single or family category in which the employee may be enrolled, or 85% of the premium charged for any new plan agreed to by the Association and the Board of Education.

6. An Internal Revenue Code Section 125 flexible benefit plan related to health insurance only has been implemented by the Board of Education and such existing Internal Revenue Code Section 125 flexible benefit plan shall be expanded to include all tax deferment plans permitted by the IRS as soon as practicable after the complete ratification and approval of this 2002-2004 Agreement. 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 Section.

J. Insurance - Welfare Fund

The following amounts, prorated on a per annum basis shall be paid in equal monthly installments to the Valley Stream Teachers Association Welfare Fund to cover all secretarial and clerical employees in the bargaining unit who are participants in the plan and are on payroll at the time monthly payments are due and payable. The trustees of the fund, in addition to providing funds to defray a portion

of the costs of a dental insurance plan, may include and pay for other benefits such as, but not limited to life, optical and legal insurance for the covered employees. During the life of this contract, the existing coverages (dental, excess major medical, optical) as of June 30, 1991 only shall be continued.

a. Effective July 1, 2003 to June 30, 2004, the Board shall pay an annual, per employee contribution in the amount of \$760.00 per year which shall be paid in equal monthly payments to the Welfare Fund;

b. Effective July 1, 2004, the Board shall pay an annual, per employee contribution to the Welfare Fund in the amount of \$810.00 which shall be paid in equal monthly installments to the Welfare Fund.

K. DAMAGE TO PERSONAL PROPERTY

Employees shall be reimbursed for damage to their personal property (which shall include but not be limited to

a personal motor vehicle owned, leased or rented in the name of the employee or spouse) which occurs on school property while they are performing their school duties, provided:

(a) such loss is in excess of \$25.00;

(b) reimbursement shall be for the reasonable cost (in the case of a motor vehicle, the cost of repair or replacement) in an amount not to exceed the amount of the deductible in the employee's insurance coverage or \$200.00, whichever is less;

(c) provided that the employee submits documentation acceptable to the District of the loss, including proof of loss, a police report, the amount of the deductible and proof of submission, acceptance and any reimbursement under the employee's insurance policy; and

(d) notwithstanding anything to the contrary, an employee may be reimbursed pursuant to this section for a total of not more than \$400 per fiscal year.

#### **ARTICLE IX - EVALUATION**

(a) Evaluation Procedures: The parties and the association have agreed on evaluation procedures to be utilized by each district in evaluating the employees of the unit. Such procedures may be modified, amended or changed, from time to time, upon the agreement of the parties.

(b) The District's Right to Evaluate: Notwithstanding the foregoing, both parties recognize the



substantive right of the districts to evaluate all employees.

TERM OF AGREEMENT

It is hereby agreed by and between the Valley Stream Teachers Association and the Board of Education that this Agreement shall be effective retroactively to July 1, 2002 and shall be in effect from July 1, 2002 to June 30, 2005 or until a new contract is negotiated, except as may be amended, in writing, by mutual consent of both parties. This Agreement may be extended for successive periods of one year by mutual agreement of both parties as set forth in writing, duly accepted and executed by them.

IN WITNESS WHEREOF, the parties have hereunto set  
their hands and seals this 4<sup>TH</sup> day of APRIL,  
2003.

Valley Stream Teachers' Association

*Richard Stearns*

by President

Board of Education - Valley Stream

Union Free School District No. 30

*William D. Langer*

by President

SR LIB PR TYCL ACT SEN SENO SR HR JUNIOR

Typ/Cl	Sr. Typ. Cl.	Steno	Clerk	Steno	Secretary	Acct. Clerk	Acct. Clerk	Accountant
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2002/03

Exhibit A

1	26784	28443	29540	30645	31747	33228	33850	37255	41018
2	27829	29483	30582	31684	32786	34271	34996	38298	41898
3	29483	31143	32234	33347	34439	35929	36658	39957	43553
4	31143	32801	33894	35001	36093	37579	38312	41609	45188
5	32801	34450	35549	36664	37755	39242	39967	43270	46861
6	34450	36112	37204	38319	39411	40895	41628	44925	48474
7	36112	37763	38867	39970	41076	42554	43283	46586	50126
8	37763	39419	40527	41631	42725	44208	44929	48778	52973
9	39461	41079	42182	43286	44386	45868	46593	50980	55772
10	41481	43153	44261	45379	46491	47975	48727	53148	57884
11	42907	44611	45743	46879	48011	49523	50283	54792	59724

2003/04

Exhibit B

1	27855	29581	30722	31871	33017	34557	35204	38745	42659
2	28942	30662	31805	32951	34097	35642	36396	39830	43574
3	30662	32389	33523	34681	35817	37366	38124	41555	45295
4	32389	34113	35250	36401	37537	39082	39844	43273	46996
5	34113	35828	36971	38131	39265	40812	41566	45001	48735
6	35828	37556	38692	39852	40987	42531	43293	46722	50413
7	37556	39274	40422	41569	42719	44256	45014	48449	52131
8	39274	40996	42148	43298	44434	45976	46726	50729	55092
9	41039	42722	43869	45017	46161	47703	48457	53019	58003
10	43140	44879	46031	47194	48351	49894	50676	55274	60303
11	44623	46395	47573	48754	49931	51504	52294	56984	62113

2004/05

Exhibit C

1	28969	30764	31951	33146	34338	35939	36612	40295	44365
2	30100	31888	33077	34269	35461	37068	37852	41423	45317
3	31888	33685	34864	36068	37250	38861	39649	43217	47107
4	33685	35478	36660	37857	39038	40645	41438	45004	48876
5	35478	37261	38450	39656	40836	42444	43229	46801	50684
6	37261	39058	40240	41446	42626	44232	45025	48591	52430
7	39058	40845	42039	43232	44428	46028	46815	50387	54216
8	40845	42636	43834	45028	46211	47815	48595	52758	57296
9	42636	44431	45624	46818	48007	49611	50395	55140	60323
10	44431	46224	47417	48611	49802	51406	52190	57085	62250
11	46224	48017	49210	50404	51598	53202	54000	59000	64000