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Title: **Valley Stream Union Free School District #24 and United Public Service Employees Union (2009)**

Employer Name: **Valley Stream Union Free School District #24**

Union: **United Public Service Employees Union**

Effective Date: **07/01/09**

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7/1/09 - 6/30/12

2/23/10

RECOGNITION**PREAMBLE**

In order to effectuate the provisions of Chapter 392 of the Laws of 1967, Public Employees' Fair Employment Act, Article 14 of the Civil Service Law, and to encourage an effective and harmonious working relationship between the Valley Stream U.F.S.D. #24 ("the District") and the United Public Service Employees Union ("the Union"), the parties have entered into this collective negotiations agreement:

**ARTICLE I
RECOGNITION**

The District recognizes the Union as the exclusive representative for all of its full and part-time employees in the titles of teachers aide, library aide, and school monitor ("employees") who are regularly scheduled to work on a daily schedule during the school year exclusive of all temporary, seasonal, call-in or substitute employees in these above titled, as well as those who serve in a managerial/confidential and/or supervisory capacity, and all other employees, for purposes of collectively negotiating and administering all grievances arising under the terms of this Agreement, as well as for the purpose of entering into written agreements in determining employee terms and conditions of employment.

This recognition is granted pursuant to a PERB certification order. It also records the Union's affirmation that it will abide by Civil Service Section 210 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 Act.

**ARTICLE II
DUES AND AGENCY FEES**

The District agrees to deduct Union dues from the salaries of unit members who have given to the District's Business Office written authorization for those deductions, and shall transmit those monies to the United Public Service Employees Union, 3555 Veterans Highway, Suite H, Ronkonkoma, NY, 11779. The Union shall provide to the District a certification in writing of the rate of its membership dues for the ensuing year. Dues shall be deducted each month during the school year.

Every employee who is not a member of the Union shall pay to the Union an Agency Shop Fee pursuant to the New York law. The Union shall certify the amount of the Agency Shop Fee. The amount shall be determined pursuant to Civil Service Law Section 208.3(b) and the District advised of same by October 1. The deductions taken from Agency Shop Fee payers shall be made in the same manner as deductions for Union members and shall be promptly forwarded to the Union.

When employees are hired after October 1 in any year, the District shall notify the Union of that event by providing the name, date of hire and initial building assignment, and the Union

shall thereafter certify to the District the employee's Agency Shop fee payer status. The District will thereafter make prorated deductions for the rest of the fiscal year and pay them to the Union as described above, retroactive to the date of employment.

**ARTICLE III
PRINCIPLES**

A. Responsibility:

The Union acknowledges that the Superintendent of Schools is the Chief Executive Officer of the District and that the Board of Education 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.

B. Individual Freedom:

Employees may join or refrain from joining any union and/or organization of their choosing. Membership in the Union shall not be a prerequisite for employment or continuation of employment of any employee. The Union shall not interfere with the rights of those who choose not to join.

C. Management Rights:

Except as expressly limited by a specific provision of this Agreement, the District reserves the right to determine the standards, levels, duration, quantity and quality of the services it will provide; to determine the location and relocation of its facilities or parts thereof; to maintain the efficiency of its operations; to effect technological changes; to set the standards of selection for employment; to determine and regulate work schedules; to determine work locations and work requirements and the procedures relating thereto; to take and implement disciplinary action; to create positions and the procedures relating thereto; to abolish positions; to hire, evaluate, reassign, transfer, promote and demote its employees and the procedures relating thereto; to establish and implement reasonable attendance and leave policies and other work rules and the procedures relating thereto; to determine the type and scope of work to be performed, and by whom, when and how it will be performed; to require overtime work and by whom, when and how it will be performed, subject to Article VI(J); and to take all necessary actions to carry out its mission in emergencies.

**ARTICLE IV
AREAS FOR DISCUSSION AND AGREEMENT**

The parties acknowledge that the District must operate the schools within its jurisdiction in accordance with all statutory provisions of the State and rules and regulations that are promulgated by the Commissioner of Education. The parties agree that the District, Board of Education and Superintendent of Schools cannot reduce, negotiate or delegate their legal responsibilities.

**ARTICLE V
NEGOTIATION PROCEDURES**

A. Requests and Meetings:

Negotiations for a new contract, following the expiration hereof, shall commence on or before March 15 of the year in which the Agreement expires. At this 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.

B. Conducting Negotiations:

Meetings shall not exceed three hours, unless otherwise agreed. Meetings shall be held at times other than during the regular school hours.

**ARTICLE VI
WORKING CONDITIONS**

A. Salary:

1. All employees who have 10 or more cumulative completed years of active (i.e., paid) service with the District as of September 1 in any school year shall be paid an additional \$0.75 per hour. See Appendix "A." Time spent on a medical leave of absence of less than one year shall be considered "active service" for the purposes of this provision.

2. Effective September 1, 2009, each step of the salary schedule shall remain the same as the 2008-2009 salary schedule.

3. Effective September 1, 2009, the District shall restore to full-time status those employees whose positions were abolished as part of the 2009-2010 budget and who were, as a result, laid-off and/or converted to part-time status for the 2009-2010 fiscal year, and who wish to return to full-time status effective September 1, 2009. In addition, no unit member shall be laid-off for economic reasons during the 2009-2010 school year.

4. Effective September 1, 2010, each step on the 2009-2010 salary schedule shall be increased by 3%.

5. Effective September 1, 2011, each step on the 2010-2011 salary schedule shall be increased by an additional 3%.

6. Salary shall be payable in semi-monthly installments on the 15th and the last working day of each month. 10 month employees shall have the option of receiving their annual salary in 20 semi-monthly installments, the first 19 installments to be $\frac{1}{24}$ th of the annual salary and the last installment in June to be in the amount of the then unpaid balance of the salary.

7. Pay deduction for unauthorized leave or absence from work in excess of

the allowable days shall be at a rate of 1/200 of the annual salary for each day of absence for a full-time employee.

B. Holidays:

Full-time employees shall be paid their regular day's pay if they are scheduled to work and school is closed on New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Veteran's Day and Thanksgiving Day.

C. Retirement Plans:

Employees 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.

D. Deductions:

1. Wage deductions shall be made at the written request of the employee until terminated in writing, with payments made to the following provided that, before deductions are made on behalf of a particular employee pursuant to ¶¶ b, d, e, f and g, he/she shall first agree in writing to indemnify and save the District harmless against any and all claims and/or liabilities, including attorneys' fees, that may arise out of or be reason of action taken or not taken by the District for the purpose of complying with that paragraph(s):

- a. dues to the United Public Service Employees Union;
- b. investment in an approved tax sheltered annuity previously approved by the Board of Education;
- 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 the N.Y State Employees' Retirement System;
- f. payroll deduction for voluntary benefits offered by UPSEU;
- g. voluntary payments to the District's health insurance plan(s).

2. The Union agrees to indemnify and save the District harmless against any and all claims and/or liabilities, including attorneys' fees, that may arise out of or be reason of action taken or not taken by the District for the purpose of complying with paragraph "a," above.

E. Course Work:

The District will pay for the cost of any courses studied and completed with a C or higher grade, provided the employee takes the course at the written request of the District or if

the request is initiated by the employee and approved, in writing, by the Superintendent of Schools.

F. School Closings and Delayed Openings:

In the event that school is closed on an employee's scheduled work day, each employee will be paid for the number of hours, if any, he/she was scheduled to work on that day. In addition, in the event that the District delays the opening of school or closes school early, each employee will be paid for the number of hours, if any, he/she was scheduled to work on that day but was unable to work because of the delayed opening/early closing.

G. Medical Insurance:

Employees will be given the option, at their sole expense, of obtaining health insurance through the District's health insurance plan(s) to the extent permitted by law and the District's insurance provider(s).

H. Damage to Personal Property:

Employees shall be eligible for reimbursement for damage to their personal property pursuant to Board policy.

I. Working Hours:

The schedule of working hours shall be set by the District. The normal work week for full-time employees is 35 hours per week inclusive of the lunch period.

J. Overtime:

Overtime shall be paid at straight time unless otherwise required by law. Prior to mandating that a unit member work overtime, the District shall first seek qualified (i.e., having the skills, training and qualifications to perform the work) volunteers within the same job title and building. In the event that there are no such qualified volunteers, the District shall assign the least senior qualified employee within the job title and building to perform the work.

K. Paid Leave:

1. Sick/Personal Leave

All full-time employees shall be entitled to five sick/personal days per school year. Sick/Personal days may be used for any of the following reasons: illness of self or immediate family member; closing title on own house; moving to a new residence (one day); court attendance; special religious ceremony (e.g., confirmation, circumcision of own child); religious holy days; graduation of self or member of immediate family; attending own child's school performance or required college admission interview; attendance at funeral of member of family or close friend; adoption of a child; other urgent and personal business that cannot be transacted outside normal school hours; own wedding and wedding of a member of immediate family. Prior notice of these absences shall be given to the Building Principal. If the absence is

due to illness of self or an employee's immediate family member, the employee must call the Building Principal as soon as possible prior to the start of the work day, except in the case of emergency. Other absences for personal business shall require the approval of the Superintendent of Schools, except in the case of an emergency, which may on its merits be approved after the fact. Absences may not be primarily used to extend weekends, vacations or other leaves. "Immediate family" shall mean spouse, child, father, mother, brother or sister, grandparent, grandchild or other permanent member of the employee's household.

2. Sick Leave

a. Each full-time employee shall be credited, in addition to his/her sick/personal days, with two sick leave days. Each full-time employee with 10 cumulative completed years of actual service shall be credited with an additional two sick leave days. Sick leave days and sick/personal days may be accrued up to a total of 25 at any one time but shall not be paid upon separation from employment.

b. Each part-time employee shall be credited with two sick leave days (effective September 1, 2009, three sick leave days). Each part-time employee with 10 cumulative completed years of actual service shall be credited with an additional two sick leave days. Sick leave days may be accrued up to a total of 10 at any one time but shall not be paid upon separation from employment.

c. Sick leave is defined as absence from work due to a personal illness or injury. The District may require the employee to substantiate the need for the absence through a physician's certificate, in a form and content acceptable to the District.

d. All full-time employees shall annually receive, in writing, a statement of their accumulated sick/personal and sick leave time.

3. Physician's Certificates

Any absence in excess of five consecutive days for personal or family illness shall be substantiated by a physician's certificate satisfactory to the District. The District may also require a physician's statement if it has reason to believe that an employee is abusing his/her leave privileges by, for example, exhibiting a pattern of absences on the first or last days of the employee's regularly scheduled workweek or the days immediately before or after a holiday or vacation period.

4. Workers' Compensation

a. The District will add to an employee's accumulated sick/personal days and/or sick leave days, as appropriate, one day for each day of absence charged to that leave resulting from injuries incurred in the 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.

b. Should Workers' Compensation benefits be paid to an employee for any day or days for which the employee received salary from the District, an amount equal to that payment shall be paid by the employee to the District.

5. Bereavement Leave

In the case of a death in the employee's immediate family (mother, father, spouse, child, brother, sister, grandparent/child or long-term household member), one day's paid leave shall be granted on either the same work day of or on the work day immediately following notification to the employee of the death. The employee shall notify the District of the need for the leave as soon as is practicable following notification. The District may require substantiation of the need for the leave. In extenuating circumstances, the District may permit a change of the day on which the leave may be taken.

6. Jury Duty

Absence for jury duty for full-time employees will be granted with full pay. Reimbursement received for jury service is payable to the District. Jury duty absence is not to be deducted from leave time. Employees shall request that they be placed "on call" where available.

L. Unpaid Leave:

There shall be no unpaid time off from work, other than for personal illness/injury of an employee who has exhausted his/her available sick/personal and sick leave days, or where the prior written approval of the Superintendent of Schools has been obtained.

M. Seniority, Transfers, Vacancies:

1. Assuming that job skills, training and qualifications are equal, seniority shall be used for layoff and recall within the full-time and part-time job classifications, respectively, except that layoff and recall of full-time or part-time food service aides shall be within those specific job titles. Seniority date shall be determined by original first day worked as a permanent employee. Time spent on an unpaid leave of absence or on lay-off status shall not count toward an employee's seniority.

2. When an employee who separates from employment, other than by reason of layoff of less than two years or a medical leave of absence of less than one year, is rehired, the seniority date shall be the new first day worked. In the case of an employee who separates from employment due to layoff of less than two years or a medical leave of absence of less than one year, the time spent on layoff or the leave shall not count towards the employee's preexisting seniority.

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

4. All bargaining unit vacancies shall be posted in each building.

N. Evaluations:

All employees shall be evaluated by the District at least two times during the school year pursuant to procedures to be created by the District.

**ARTICLE VII
GRIEVANCE PROCEDURE**

DECLARATION OF PRINCIPLES

The purpose of this grievance procedure is to provide a means for the review and resolution of certain differences not otherwise reviewable by law or excluded from the definition in this Agreement.

A. Definitions:

1. *“Immediate Supervisor”* shall mean the Building Principal to whom the Aide or Monitor is directly responsible.
2. *“Grievance”* shall mean a claim of a violation, misinterpretation or inequitable application of a specific provision of this Agreement and shall specifically exclude any other matter such as, but not limited to, employee discipline, matters involving New York State retirement benefits, matters otherwise reviewable pursuant to law, or any rule or regulation having the force and effect of law.

B. Basic Principles:

1. An employee shall have the right to be represented at any stage of this procedure by an employee or Union official, or at most, two employees or Union officials, of his/her choice. When an employee is not represented by the Union, the Union shall have the right to be present and receive copies of written decisions
2. Necessary hearings shall be called by the Building Principal or his/her designee.
3. Each party to a grievance shall have access, within five working days following receipt of a written request, to all nonconfidential written statements and records pertaining to the grievance, as permitted by law.
4. All hearings shall be closed to the public.
5. In the event that a decision is not communicated within the specified time limits, the aggrieved party may proceed to the next procedural stage unless the time to render a decision has been extended by consent.

C. Procedures:

1. Local Stage

a. The Union or the aggrieved employee, either in person or through a representative shall, within 20 working days of when the employee knew or should have known about the matter complained of, submit a written grievance to the Principal or designee on the attached form to the Principal or designee. All information must be fully completed on the form at the time of submission or the grievance will not be further processed. Failure of the employee and/or the Union to comply with this procedure and/or to file the grievance within the contractually prescribed timeline shall result in the dismissal of the grievance, unless the District and the Union agree to extend the time periods.

b. The Building Principal or designee shall render a written determination on the grievance within 10 working days and communicate same to the grievant and Union.

c. If the grievance is not resolved at this stage, the employee and/or the Union may proceed to the next stage.

2. District Stage

a. Within 15 calendar days after a determination has been made at Stage 1, the employee and/or the Union may make a written request to the Superintendent of Schools or designee for review and determination of the Stage 1 decision. Failure of the employee and/or the Union to comply with and appeal within the contractually prescribed timeline shall result in the dismissal of the grievance, unless the District and the Union agree to extend the time period.

b. The Superintendent of Schools or designee shall request the employee and/or Union to submit written statements to him/her within five working days of the date of the request, setting forth the specific nature of the grievance, the facts relating thereto, and the determination(s) previously rendered.

c. The Superintendent of Schools or designee may, in his/her discretion, direct that the employee and Union attend an informal hearing where they shall, with or without representatives at their discretion, appear and present oral and written statements supplementing their positions in the case. The grievant may also request that the Superintendent of Schools or designee exercise his/her discretion to hold such a hearing. The hearing shall be held within 10 working days of receipt of the written statements pursuant to Paragraph 2(b).

d. The Superintendent of Schools or designee shall render his/her written determination within 10 working days after the written statements pursuant to 2(b) have been presented to him/her, or the informal hearing held pursuant to 2(c), whichever is later.

e. If the grievance is not resolved at this stage, the Union may proceed to the next Stage.

3. Advisory Arbitration

a. The demand for advisory arbitration shall be in writing and served upon the Superintendent of Schools within 15 working days of receipt of the decision at stage 2. Failure of the Union to comply with and appeal within the contractually prescribed timeline shall result in the dismissal of the grievance, unless the District and the Union agree to extend the time period.

b. If the parties are unable to agree upon an arbitrator within five working days, then an arbitrator shall be chosen in alphabetical order from the following panel: Stephen Bluth, Arthur Riegel, Jay Siegel. Names of arbitrators who have served and of those who have been unable to accept an assignment shall be moved to the bottom of the panel list.

c. The arbitrator will hear the matter and will submit his/her advisory, non-binding recommendations to the Superintendent of Schools not later than 30 calendar days from the date of the close of the hearing. The arbitrator's recommendations will be in writing and set forth his/her findings of fact and recommendations on the issue(s) and shall be sent to the District and the Union. The Arbitrator shall have no authority to modify, alter, add to or subtract from any of the terms of this Agreement and shall be bound by its express terms.

d. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the District and the Union.

4. Board Stage

a. In the event that the advisory recommendations of the arbitrator are not satisfactory, either the Superintendent of Schools or the Union may submit the grievance in writing to the Board of Education and the other party within 15 calendar days after the receipt of the arbitrator's recommendations. Failure to appeal within the contractually prescribed timelines shall result in the dismissal of the appeal. The appealing party shall include the written record of the previous stages.

b. The Board of Education shall meet with the parties in executive session within 30 calendar days of the submission of the grievance to it. The Superintendent of Schools and the Union and/or their representatives shall be invited to be present. The Board shall render its decision in writing to the parties within 30 calendar days of the close of the hearing. The written record, if any, of the hearing before the Board shall be made available to the parties prior to the issuance of the Board's decision.

5. Disability and Delay

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

**ARTICLE VIII
DISCIPLINE**

An employee who has been subjected to formal disciplinary action may request a meeting with the Superintendent of Schools or designee, to be held within 10 working days of the request, to discuss the reason(s) for that action and request reconsideration. The Superintendent of Schools' or designee's decision shall be final and non-grievable.

**ARTICLE IX
WORK STOPPAGE**

Differences should be resolved by peaceful and lawful means without interruption to the School program. Strikes and work stoppages by any employees or the Union are unlawful and contrary to law.

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

**ARTICLE X
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 the illegal provision shall be considered void and, if possible, be rewritten to conform to the law, 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 GIVEN APPROVAL.

**ARTICLE XI
MISCELLANEOUS**

A. Union Notices:

Only the UPSEU, with the prior approval of the Superintendent of Schools, shall have the right to display Union-related notices on one bulletin board in a nonwork area in each school.

B. Totality of Agreement:

The District and the Union recognize that the Board of Education is the legislative body, and the Superintendent of Schools is the executive entity, legally responsible for determining policies covering all aspects of the District including terms and conditions of employment which are not expressed in this Agreement. The District shall, where possible, provide notice to and discuss with the Union, prior to implementation, any changes in terms and

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conditions of employment which are not covered by this Agreement and may affect unit members. The parties agree that all negotiable items have been discussed during the negotiations of this Agreement and, therefore, negotiations shall not be reopened on any item, whether contained herein or not, during the life of this Agreement.

**ARTICLE XII
DURATION**


This Agreement shall be effective July 1, 2009 through and including June 30, 2012.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 12TH day of MARCH, 2010.

FOR VALLEY STREAM
U.F.S.D. #24



FOR UNITED PUBLIC SERVICE
EMPLOYEES UNION



DEAN E ROYAL
President

APPENDIX A
SALARY SCHEDULES

	9/1/09- 6/30/10	9/1/10- 6/30/11	9/1/11- 6/30/12	
School Monitor				
Step 1	12.00	12.36	12.73	
Step 2	12.25	12.62	13.00	
Step 3	12.50	12.88	13.26	
Step 4	12.75	13.13	13.53	
10 years*	13.50	13.91	14.32	
Aides and Summer Help				
Step 1	12.50	12.88	13.26	
Step 2	12.75	13.13	13.53	
Step 3	13.00	13.39	13.79	
Step 4	13.25	13.65	14.06	
10 years*	14.00	14.42	14.85	
Annualized FT Aides				
Step 1	16,538	16,684	17,184	
Step 2	16,868	17,025	17,536	
Step 3	17,199	17,366	17,887	
Step 4	17,530	17,706	18,237	
10 years*	18,522	18,728	19,290	

*All employees who have 10 or more cumulative completed years of actual service with the District as of September 1st in any school year shall be paid an additional .75 cents per hour.

Annualized FT Aides formula is based on a 189 day work year inclusive of 5 paid holidays.

GRIEVANCE FORM

Employee Name: Sections of the Contract that the Employee Claims were violated are: Article _____ Section _____ Sub-Section _____ Article _____ Section _____ Sub-Section _____ Article _____ Section _____ Sub-Section _____ Article _____ Section _____ Sub-Section _____	Work Location: <u>All information must be fully completed.</u> The employee may contact the Union for assistance in completing the form properly. The form shall be given to the Principal or his/her designee within 20 work days of when the employee knew or should have known about the matter complained of. Grievances must be filed in writing on this form. Additional pages may be attached.
NATURE OF GRIEVANCE: Explain and give details including dates and specific events: _____ _____ _____ _____ _____ _____ _____ _____ _____ _____	
REMEDY SOUGHT: _____ _____ _____ _____ _____ _____ _____ _____ _____	

Employee Signature _____

Date: _____