

AGREEMENT

by and between the
BOARD OF EDUCATION

of the
**VALLEY STREAM CENTRAL
HIGH SCHOOL DISTRICT**

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



Valley Stream CHSD Head Custodians Unit
Nassau County Educational Local 865

July 1, 2023 - June 30, 2027

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
I	Recognition	1
II	Payroll Deduction of Dues	1
III	Wages and Classifications	2
IV	Legal Limitations	3
V	No Strikes or Lockouts	3
VI	Negotiation Procedures	3
VII	Management Rights	4
VIII	Grievance Procedure	4
IX	Holidays	7
X	Vacations	7
XI	Leaves	8
XII	Work Week	10
XIII	Overtime	11
XIV	Insurance	11
XV	Medical Examinations	12
XVI	Miscellaneous Working Conditions	13
XVII	Seniority, Layoffs, Transfers and Promotions	14
XVIII	Security	14
XIX	Positive Evaluation	15
Appendix	Salary Schedule	16

AGREEMENT made this _____ day of _____, 2023 by and between the BOARD OF EDUCATION, VALLEY STREAM CENTRAL HIGH SCHOOL DISTRICT, One Kent Road, Valley Stream, New York (hereinafter called the "Board" or "District") and Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Long Island Region, 3 Garet Place, Commack, New York (herein called the "Union"), and effective July 1, 2023 through June 30, 2027.

WHEREAS, the parties hereto recognize that the education and welfare of children of the School District is paramount in the operation of 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 Head Custodians which, effective August 1, 2008, shall be defined so as to include the title of Maintenance Supervisor.
- B. The employees covered hereunder as Head Custodians are those employed by the Valley Stream Central High School District.
- 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.

II. PAYROLL DEDUCTION OF DUES

- 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 voluntary deduction authorization cards in form agreed to by the District and the Union.
- B. Deduction from an 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 annuity plan may be made only in the months of May and December.
 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.
- 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 on any list, notice or assignment furnished under any provision of such.

III. WAGES & CLASSIFICATIONS

- A. The wages payable shall be set forth in the Appendix of this Agreement.
- B. The District has the right to set initial salaries of new hires. In the event a new hire has been a District employee in another bargaining unit, there will be a guaranteed increase of \$5,000 over his/her current base salary.
- C. 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.
- D. Effective July 1, 2004, employees who have completed 10 years of full-time service in the District shall be entitled to an annual longevity increment of \$500.

Effective July 1, 2008, a new longevity step shall be created for employees who have completed 15 years of full-time service by adding the following amounts:

2008/2009	\$0 (total longevity \$500)
2009/2010	\$250 (total longevity \$750)
2010/2011	\$250 (total longevity \$1,000)

Effective July 1, 2008, a new longevity step shall be created for employees who have completed 20 years of full-time service by adding the following amounts:

2008/09	\$500 (total longevity \$1,000)
2009/10	\$500 (total longevity \$1,250)
2010/11	\$500 (total longevity \$1,500)

Longevity is not included in base salary for the purpose of calculating salary increases.

IV. LEGAL LIMITATIONS

- A. This Agreement and addenda attached hereto constitute the entire Agreement between the parties.
- B. Should any provisions of this Agreement be found contrary to any Federal or State Law or any local superseding ordinance or statute 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 by this Agreement, the Head Custodians 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 as closed for all purposes, by reason of such disputes, and orders its Head Custodians not to report to work as a consequence thereof, then the employees covered hereunder shall suffer no loss to pay or other benefits while under such orders to refrain from reporting to work.

VI. NEGOTIATION PROCEDURES

- A. Representation. The Board and the Union shall each designate representatives to comprise their respective negotiating teams. These teams shall meet on or after January 15, 2027 for the purpose of discussion and attempting to reach mutually satisfactory agreements.
- B. Requests and Meetings. The first negotiating meeting shall be held upon fifteen (15) days' notice by either party to each other. All issues proposed by the Union for discussion shall be submitted in writing by the Union to the Board or its delegated representatives at or before the first meeting. The Board shall submit in writing to the Union representatives 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 counterproposals 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, less 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 agreements 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, 2027; that there shall be no automatic renewal or projection of any of the terms hereof beyond June 30, 2027; 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 System 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, including, but not limited to the right to establish procedures to monitor the daily attendance of Unit members (Sign-in/Sign-out) via mechanical/electronic/computer or any other means deemed appropriate by the Board of Education.

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 grievance procedures 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 Head Custodians, 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 Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO, the representative of the Head Custodians 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 for employees working in a single building shall mean the Director of Facilities and Operations and/or Building Principal.
6. Designee shall mean a person named by the Chief Administrator or the building administrator to act in his behalf in a grievance procedure 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 the expressed provisions of the agreement.

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. Procedure
Step I

The aggrieved employee and a representative of the Union shall, within 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 designee who shall within five (5) days thereafter, meet with the parties to hear the grievance. The Superintendent of Schools or his designee shall, within fifteen (15) work days of submission of the grievance to him, notify the parties and the Union in writing of his 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.

- a) If any party is not satisfied with the decision at Step II, he 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 (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. The arbitrator's recommendation will be in writing and will set forth his 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 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 representatives.

Step IV 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 Head Custodians will be granted fifteen (15) 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
Juneteenth	Christmas Day
Independence Day	

shall normally be allowable holidays. These fifteen (15) days are to be determined by the Superintendent of Schools or his/her designee prior to September 15.

Additional paid holidays allowable to Head Custodians during school recess periods shall be at the discretion of the Superintendent of Schools or his/her designee.

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:

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.

B. Vacations 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 or designee.

D. Vacations scheduled above are effective as of July 1, 1993.

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. 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, at full pay, may be granted, on due and proper application there for.

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:

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 school district from which he will retire for a period of not less than 10 years.
3. Will retire on the day immediately following the final day of his leave of absence with pay.
4. Duly and timely executes the written application for such leave as prescribed by his Board of Education, which application shall be submitted prior to February 1st, 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.

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.

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 during the first year of this contract, retirement must be effective prior to July 1, 2024. In order to exercise such option during the second year of this contract, retirement must be effective prior to July 1, 2025. In order to exercise such option during the third year of this contract, retirement must be effective prior to July 1, 2026. In order to exercise such option during the fourth year of this contract, retirement must be effective prior to July 1, 2027.

D. Paid Leaves

Leave 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 fifteen per school year.
3. Personal business days may not exceed three per school year and prior approval is required.
4. Any absence in excess of five 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.
5. Unused leave shall be cumulative indefinitely only for personal illness. Cumulative days will be pro-rated for other than full time (12 month) employees.
6. Pay deductions for unauthorized leave of absence from work in excess of the allowable days shall be at the rate of $1/240^{\text{th}}$ 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 $1/200^{\text{th}}$ for 10 month employees.
7. Each full time Head Custodian, during his first school year of employment shall be allowed one (1) day leave per month for the above stated reasons.

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 of more, and

2. Prior to the onset of such illness has not used 65% of his accumulated leave theretofore available to him, 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 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.
- F. The Board of Education will add to each Head Custodian'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.
- G. Bereavement Leave

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). There shall be no right to accumulate or credit bereavement time, if not requested or granted in any individual year, for any purpose whatsoever.

XII. WORK WEEK

The work week for all day employees shall be any five (5) consecutive days from Monday through Friday, eight (8) hours per day, forty (40) hours per week, exclusive of lunch periods.

The schedule of working hours shall be set by the Superintendent of Schools.

Any unit employee who is required to remain on the premises during his meal period shall work a 37 ½ hour week.

All full time employees shall receive two (2) fifteen (15) minute breaks per shift.

In the event that any member of the unit shall be called in to work in an emergency situation during a time when he is normally not on duty, then he shall be paid a minimum of three (3) hours pay for such emergency call-in. This does not apply to overtime immediately following or prior to a regular work shift.

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. Employees on vacation shall not be eligible for premium pay for the day. In no event shall a member receive a day's sick pay for an emergency school closing unless the member provides medical documentation that is satisfactory to the Superintendent of Schools in his or her sole discretion to verify the additional absences.

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 shall be paid at the rate of time and one-half.

XIV. INSURANCE

- A. The Board agrees to pay for health insurance for each full time employee electing to join the plan a sum of money equal to 90% of the premium charged by the Empire Health Insurance Plan for either single or family category in which the employee is enrolled, or 90% of the premium charged for any new plan agreed to by the Union and the District. Effective January 1, 2006, employer contribution pursuant to this paragraph shall be decreased to 85%, either individual or family coverage. Effective January 1, 2007 employer contribution pursuant to this paragraph shall be decreased to 80% either individual or family.
- B. Effective July 1, 1992, any employee may voluntarily decline health insurance and on the next ensuing June 30 receive a prorated payment in an amount equal to \$1,250, divided by 12, multiplied by the number of complete months between the date on which the employee's declination becomes effective and the next ensuing June 30. (e.g. If the effective date of the declination is October 31, then the employee shall be paid \$833.36, as follows: $\$1,250/12 = \$104.17 \times 8 \text{ months} = \833.36). 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.

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. An employee so reinstated shall be entitled to receive a prorated payment in an amount equal to \$1,250, 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 effective date of reenrollment. Said payment shall be made on the next ensuing June 30. An employee shall be limited to reinstatement only one time within a twelve month period.

The New York State Department of Civil Service's Memorandum of May 15, 2012, Number 122r3, purports to prohibit health insurance buy outs (receiving a payment for dropping

health insurance coverage) where a spouse is covered by the New York State Health Insurance Plan ("NYSHIP").

The District recognizes that a lawsuit has been filed in State Supreme Court, Albany County (Index No. 6860-12) to declare Memorandum Number 122r3 unlawful and for related relief. A declaratory action has also been filed before PERB (DR-130 and DR-131) seeking to declare such buy outs to be mandatorily negotiable notwithstanding Memorandum Number 122r3. Pending final resolution of that litigation, the District shall enforce the rule as set forth in the May 15, 2012 memorandum effective January 1, 2017.

In the event the rule is ultimately declared to be in violation of rights of employees pursuant to the collective bargaining agreement, in the above-referenced litigation or other litigation, or the rule is otherwise repealed, employees who elected not to participate in the District's health insurance plan (other than through the plan of a spouse) shall be eligible for the buy back benefit of the contract retroactive to the date established by the Court and PERB, or the effective date of repeal by NYSHIP. In the event the rule set forth in the NYSHIP Memorandum Number 122r3 is ultimately upheld, the contract shall be deemed amended so as to be consistent with said rule. Unit members remain eligible for the buy back if covered by insurance provided by other than Valley Stream School District and from carriers other than that provided by NYSHIP.

- C. Head Custodians shall receive the same Dental Plan benefits as members of the Administrators' bargaining unit.

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 probationary or provisional employee.
- B. 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 not later than December 1st of the year when required. The Board of Education will arrange, at the District's expense, for the taking of such required examinations. If employee does not appear for examination at the time designated, he must then assume this responsibility at his 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. 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 immediate supervisor. Safety rules for employees working alone or in isolated circumstances shall be adopted.
- B. Personnel Files
1. Upon request by the employee, he shall be permitted to examine his official employment and personnel file.
 2. The employee shall have the right to answer any material filed past, present and future, and his answer shall be attached to the file copy.
- C. Employees may receive a written statement annually of their accrued, unused individual leave, upon request.
- D. 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.
- E. 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.
- F. Each Head Custodian is annually entitled to receive uniforms and/or protective clothing as follows:
- 3 Uniforms – Employee's selection of either cotton or cotton/synthetic blend work uniforms.
 - 1 Pair Work Shoes – The District shall pay via direct deposit an annual allowance in the amount of One Hundred and Twenty Five (\$125) Dollars to Unit members for the purchase of work shoes. Work shoes must be worn during the course of a Unit member's duties and meet or exceed ANSI or ASTM minimum compression and impact performance standards in ANSI Z41-1991 (American National Standard for Personal Protection-Protective Footwear) or ASTM F-2413-2005 (Standard Specification for Performance Requirements for Protective (Safety) Toe Cap Footwear). All work shoes must have ANSI and/or ASTM protective toe and offer impact and compression protection. Employees, upon request, shall present documentation within three (3) business days demonstrating that work shoes purchased and/or worn during the course of duties comply with contractual requirements.

The above allowances may be exceeded by an employee upon application to, and approval by, the Business Administrator. Foul weather gear will be available in each building in sufficient quantity to equip all personnel assigned to outside work.

- G. The District, in its sole discretion, shall make all payments, compensation and remuneration by either direct deposit or paper check. Employee shall provide the District with the necessary information and documentation to wire funds to the employee's account. Employee shall receive an electronic pay stub.

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, probationary employees shall be the first employees to incur a reduction in hours of work. If, after all probationary employees have been laid off and other reductions in work 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.

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. An 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 from one building to another without prior notice to the employee and discussion with the Union if requested. No transfers to another shift will be made for punitive purposes.

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. POSITIVE EVALUATION

- A. Each employee covered by this agreement shall, three times during each contract year, be evaluated by his Supervisor or Building Administrator with regard to his work performance. Such evaluation shall clearly indicate, whether or not in the Supervisor's opinion, the employee's performance has been positive or negative.
- B. Any employee receiving in any contract year two or more negative 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 by presenting such challenge to the Superintendent of Schools of the District or to his designee. The Superintendent's (or designee's) determination with regard to the evaluation shall be final and binding.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2023.

**BOARD OF EDUCATION
VALLEY STREAM CHSD**

Dated: _____

By: 
President, Board of Education

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

Dated: 6/30/23

By: 
Leah Donnelly, LRS

**APPENDIX
SALARY SCHEDULE**

2.5% Yearly Increase

Step	2022-23	2023-24	2024-25	2025-26	2026-27
1	\$66,521	\$68,184	\$69,889	\$71,636	\$73,427
2	\$68,466	\$70,178	\$71,932	\$73,731	\$75,574
3	\$70,408	\$72,168	\$73,972	\$75,822	\$77,717
4	\$72,351	\$74,159	\$76,013	\$77,914	\$79,861
5	\$74,435	\$76,295	\$78,203	\$80,158	\$82,162
6	\$76,517	\$78,430	\$80,391	\$82,401	\$84,461
7	\$78,320	\$80,278	\$82,285	\$84,342	\$86,451
8	\$80,122	\$82,126	\$84,179	\$86,283	\$88,440
9	\$82,071	\$84,122	\$86,226	\$88,381	\$90,591
10	\$84,020	\$86,121	\$88,274	\$90,480	\$92,742
11	\$85,962	\$88,111	\$90,313	\$92,571	\$94,886
12	\$87,903	\$90,101	\$92,353	\$94,662	\$97,029

Longevity	Threshold Amount	Total Longevity
10 Year	\$ 500.00	\$ 500.00
15 Year	\$ 500.00	\$ 1,000.00
20 Year	\$ 500.00	\$ 1,500.00



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