
AGREEMENT

by and between the
VALLEY STREAM CENTRAL
HIGH SCHOOL DISTRICT

and

CSEA, Local 1000 AFSCME,
AFL-CIO



Valley Stream CHSD Custodial/Maintenance Unit #7606-01
Nassau County Educational Local 865

July 1, 2023 - June 30, 2027

AGREEMENT made this ____th day of _____, 2025 by and between BOARD OF EDUCATION, Valley Stream Central High School District, Valley Stream, New York 11580 (herein called the "Board" or "District") and CIVIL SERVICE EMPLOYEES' ASSOCIATION AFSCME Local 1000, AFL-CIO (herein called the "Union"), and effective July 1, 2023.

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

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

I. RECOGNITION

- A. The Board recognizes the Union as the sole and exclusive bargaining agent for all permanent, full-time and part-time members of the custodial, grounds and maintenance staff, and for bus drivers of the Valley Stream Central High School District. Part-time employees are defined as permanent employees working 20 or more hours per week, but less than a full shift.
- B. The employees covered hereunder as "Custodial Staff," are those holding or who may hold any of the following job titles: Assistant Head Custodian, Cleaner, Custodian/Groundskeeper, Plumbing and Electrical Maintenance Mechanic, Skilled Maintainer, Building Attendant, Messenger (CHSD), Bus Driver, excluding seasonal and casual employees. The position of Maintenance Supervisor is excluded from the Unit.
- C. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds, therefore, shall not become effective until the appropriate legislative body has given approval.
- D. The terms of employment for bus drivers shall be as set forth in Appendix B.
- E. Notwithstanding any provision in this Agreement to the contrary, the following Articles and provisions of this Agreement shall apply to bus drivers:
 - Article I ("Recognition");
 - Article II ("Payroll Deductions");
 - Article III (B), (F) ("Wages and Classifications");
 - Article IV ("Legal Limitations");
 - Article V ("No Strikes or Lockouts");
 - Article VI ("Negotiation Procedures");
 - Article VII ("Management Rights");
 - Article VIII ("Grievance Procedure");
 - Article IX ("Holidays");
 - Article XI ("Leaves");
 - Article VII (C); (F), (G) ("Work Week");
 - Article XIII (A), (B) ("Overtime");
 - Article XIV (A), (B)(2), (C) ("Insurance");
 - Article XV ("Medical Examinations");
 - Article XVI (A), (B), (C), (D), (E); (I), (J), (K), (L) "Miscellaneous Working Conditions";
 - Article XVII ("Seniority, Layoffs, Transfers"); and

- Article XIX (C), (D), (E) (“Positive Evaluation”).

Notwithstanding any provision in the Agreement to the contrary, the following Articles and provisions of this Agreement shall not apply to bus drivers:

- Article III (A), (C), (D), (E) (“Wages and Classifications”);
- Article X (“Vacations”);
- Article XII (A), (B), (D), (E) (“Work Week”);
- Article XIII (C) (“Overtime”);
- Article XIV (B)(1) (“Insurance”);
- Article XVI (F), (G), (H) (“Miscellaneous Working Conditions”);
- Article XVIII (“Security”);
- Article XIX (A), (B) (“Positive Evaluation”); and
- Article XX (“Retirement Incentive”).

In the event of a conflict between the provisions of this Agreement and the provisions of the terms set forth in Appendix B, the terms set forth in Appendix B shall control.

II. PAYROLL DEDUCTIONS

- A. The District will deduct from pay, dues as designated by the Union for membership dues in the Union, on the basis of individually signed and voluntary deduction authorization cards in form agreed to by the District and the Union.
- B. Deduction from any employee's pay shall be in accordance with the date stamped on the Dues Deduction Card.
- C. Authorization for deduction of dues from pay shall remain in effect until the expiration of this Agreement, or the revocation thereof by individual members or loss of such right as per court or PERB ruling.
- D. In case earnings for any period are insufficient to cover dues, payment for such dues shall be made by the employee directly to the Union.
- E. Deductions shall be made from salary payments, at the written request of the employee, and continued each year until terminated in writing and payments made to the appropriate agency for the following:
 1. Payments to the Nassau Educators Federal Credit Union.
 2. Investment in a legal tax-sheltered annuity plan. A change in an individual's tax-sheltered plan may be made only in the months of May and December.
 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 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 District for the purpose of complying with any of the provisions of this Article or in reliance of any list, notice or assignment furnished under any provision of such.

III. WAGES AND CLASSIFICATIONS

- A. The wages payable shall be set forth in Appendix A (Tables A, B, and C). Table A shall apply to all employees hired on or prior to June 30, 1988. Table B shall apply to all employees hired on or after July 1, 1988 and prior to July 1, 2013. Effective July 1, 2007, employees hired between 7/1/88 and 6/30/91, previously paid pursuant to Appendix A, Table B, shall be paid pursuant to Appendix A, Table A. Table C shall apply to all employees hired on or after July 1, 2013.
- B. Should Workers' Compensation benefits be paid to an employee for any day or days for which the employee shall have received salary from the District, an amount equal to the Workers' Compensation benefit so paid shall be paid by the employee to the District. Salary Schedule attached.
- C. Classifications shall be set forth in Appendix A. There shall be no combination classification unless expressly provided for. There shall be no change in classifications without prior notice to and discussion with the Union.
- D. For the purpose of identification, in order to hold the position of Plumbing or Electrical Maintenance Mechanic, employee must possess either a current license as a plumber or electrician. Holding such certificate or license shall not mean appointment to such position unless specifically appointed by action of the Board.
- E. Work performed out of category shall be paid for at the higher rate of pay only when performed for two or more successive days, and payment shall then commence from the first of such successive days.
- F. An annual longevity payment shall be payable to Unit members in accordance with the following:

An annual longevity payment of Five Hundred Dollars (\$500) shall be payable to Unit members having ten (10) or more years' experience in the District in a title covered by the bargaining Unit.

In addition, after completion of fifteen (15) years of service in the District in a title covered by the bargaining Unit: One Thousand Dollars (\$1,000).

In addition, after completion of twenty (20) years of service in the District in a title covered by the bargaining Unit: Five Hundred Dollars (\$500).

The longevity payment shall not become part of the base salary for the purpose of computing salary increases. Such payment shall be made in equal installments during the year.

IV. LEGAL LIMITATIONS

- A. This Agreement and addenda attached hereto constitute the entire Agreement between the parties.
- B. Should any provision of this Agreement be found contrary to any Federal or State law, any or 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 in this Agreement, the Custodial Staff are mindful of their no-strike obligation and will report to work as if there were no such disputes. In the further event that the Board should declare the school buildings in the District closed for all purposes, by reason of such disputes, and orders its custodial employees not to report to work as a consequence thereof, then the employees covered hereunder shall suffer no loss in pay or other benefits while under such order to refrain from reporting to work.

VI. NEGOTIATION PROCEDURES

- A. Representation. The Board and the Union shall each designate representatives to comprise their respective negotiation teams.
- B. Requests and Meetings. The first negotiating meeting shall be held upon fifteen (15) days' notice by either party to the other. All issues shall be proposed by the Union to the Board or its designated representatives at or before the first meeting. The Board shall submit in writing to the Union representative 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 affecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith, to deal openly and fairly with each other in all matters and to continue meeting until an understanding is reached on the issue(s) or until an impasse is reached. Meetings shall not exceed three (3) hours, unless the negotiating teams agree to waive the three (3) hour limit for any given meeting. Meetings shall be held at times other than at the regular hours of school.
- D. Reports. The parties agree that during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Union, reports of the proceedings of the negotiations shall not be released publicly or to the membership of the Union, unless such release has the prior approval of both parties' negotiating team.
- E. Grievances. Grievances shall not interrupt or delay the process of negotiations but shall continue in accordance with the established Grievance Procedure then in force.
- F. Agreements. Final Agreement shall be reduced to writing and shall be submitted to the Board and the Union for adoption, approval and execution by both parties. Until such approval, adoption and execution by both parties, no binding agreements shall exist or be deemed to exist. The parties further agree that this contract terminates on June 30, 2027; that there shall be no automatic renewal or projection on 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 Systems operated by the Board.
- D. The parties recognize that the Board must operate in 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.
- E. The parties acknowledge that a dispute has previously existed regarding the installation and implementation of biometric devices for the purpose of monitoring employee time and attendance. The parties have agreed to resolve that issue as follows:
 - 1. The Improper Practice Charge previously filed by the Local 74 under PERB case number U-28310 and all of the allegations, claims, and charges contained therein as well as the relief requested, are hereby withdrawn with prejudice. Local 74, upon approval of this Agreement by the Board, shall promptly notify PERB, on notice to the District, of such withdrawal.
 - 2. The Arbitration and Grievance previously filed by the Local 74 under AAA case number – 13 300 01819 06 and all of the allegations, claims, and charges contained therein as well as the relief requested are hereby withdrawn with prejudice. Local 74, upon approval of this Agreement by the Board, shall promptly notify AAA, on notice to the District, of such withdrawal.
 - 3. It is agreed between the parties that Unit members shall receive on a bi-monthly basis a printout of his or her sign-in and sign-out transactions with his or her paycheck as recorded by the biometric device for the two week work period ending two weeks prior to the date of the issuance of the paycheck.
- F. Unit expressly agrees to the implementation of biometric devices to monitor employee time and attendance. This Agreement shall not constitute an acknowledgment by either party of any violation of law, contract, past practice and/or District policy or other legal and/or contractual authority of any kind and nature, or an acknowledgment that either party is required to negotiate, or not negotiate any procedures related to the monitoring of daily time and attendance of Unit members.

VIII. GRIEVANCE PROCEDURE

- A. Resolution of the Board of Education. The Board of Education, in compliance with Article 16 of the General Municipal Law (Chapter 554 of the Laws of 1962) regarding the establishment of a grievance procedure for employees in the bargaining unit as defined in the Agreement, has established and adopted the following procedures for the orderly settlement of grievances of members of its staff of employees.
- B. Declaration of Policy. In order to maintain a harmonious and cooperative relationship between the District and its Custodial Staff, 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 CSEA Local 1000, the Custodial Staff in the bargaining unit.
 3. Chief Administrator shall mean the Superintendent of Schools.
 4. Building Administrator shall mean the principal in charge of a school building and its staff.
 5. (a) Immediate Supervisor for employees working in a single building shall mean the Head Custodian of the building in which the employee works or the Director of Facilities, as applicable.
(b) Immediate Supervisor for all maintenance personnel and groundskeepers shall mean the Business Administrator for the District.
 6. Designee shall mean a person named by the Chief Administrator or the Building Administrator to act in his behalf in a grievance proceeding with full authority to render a determination. At no time shall such designee be a party to the grievance under consideration.
 7. Grievance shall mean any claimed violation, misinterpretation or inequitable application of the express 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. Procedures.
- STEP I The aggrieved employee and the representative of the Union shall, within twenty (20) workdays 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) workdays to discuss the grievance, and shall inform the employee and the Union of his determination within five (5) workdays after such meeting.

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

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

STEP IV Advisory Arbitration.

(a) If any party is not satisfied with the decision at STEP III, he/she may submit the grievance for advisory arbitration as herein set forth.

(b) The party seeking advisory arbitration shall do so in writing, served upon the other party within fifteen (15) workdays of the receipt of a copy of the decision at STEP III.

(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/her recommendation not later than fourteen (14) calendar days from the date the final statements and proofs are submitted to him/her. The arbitrator's recommendation will be in writing and will set forth his/her findings of fact and recommendations on the issues.

(e) The recommendation of the arbitrator shall be of an advisory nature and shall not be binding upon the parties.

(f) The costs of the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the party claiming the grievance or his/her representative.

STEP V Board Stage.

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

IX. HOLIDAYS

Full time Custodial employees will be granted fifteen (15) holidays with pay, except as provided below. 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 (except for bus drivers)	

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

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

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

X. VACATIONS

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

1st through 5th year accrued at 12 days per year
6th through 12th year accrued at 18 days per year
13 or more years at 21 days per year

- B. The vacation for other than 12 month employees shall be pro-rated in accordance with the number of months worked.
C. Vacations are to be taken at various times of the year as approved by the Superintendent of Schools or designee.
D. Vacations scheduled above are effective as of July 1, 2003.

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 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 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:

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

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

Such leave of absence shall begin on the date as approved by the Board of Education. The amount of pay during such leave shall be calculated on the basis of 20 days of leave to equal 1/12th of the annual basic salary for 12-month employees, and to be pro-rated for 10-month employees.

The number of days of such leave eligibility shall be calculated by the Superintendent of Schools, based upon the employee's unused accumulated leave time as elsewhere provided in the Agreement 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 Agreement, retirement must be effective prior to July 1, 2020. In order to exercise such option during the second, third, or fourth year of this Agreement, retirement must be effective prior to July 1, 2021, July 1, 2022, or July 1, 2023, respectively.

D. Paid Leaves

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

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

E. Catastrophic Coverage

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

1. The employee has been employed, full time, continuously in the District for seven (7) full years or more, and
2. Prior to the onset of such illness has not used 65% of his/her accumulated leave therefore available to him/her, and
3. Has expended all accumulated leave on account of such illness or injury, and
4. Presents to the Board the certificate of a physician chosen by the Board that such illness or injury has stricken the employee and will prevent the employee from performing his/her normal employee duties for a period of at least 30 calendar days beyond the last day of his/her 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. Bus drivers shall be entitled to five (5) sick days and two (2) personal days per year.
- G. Any bus driver's absence in excess of four (4) 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.

XII. WORK WEEK

- A. 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 period.
- B. The work week for all evening employees shall be any five (5) such consecutive days from Monday through Friday, seven and one-half (7 ½) hours per day, thirty-seven and one-half (37 ½) hours per week, exclusive of lunch or supper hours. Unit members who actually work 37 ½ hours per week shall be paid for 40 hours per week.
- C. The schedule of working hours shall be set by the Superintendent of Schools.
- D. Any Unit employee who is required to remain on the premises during his/her meal period shall work a 37 ½ hour week.
- E. All full time employees shall receive two (2) fifteen minute breaks per shift.
- F. In the event that any member of the Unit shall be called in to work on an emergency situation during a time when he/she is normally not on duty, then he/she 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 workday.
- G. In the event of an emergency closing declared by the Superintendent, or where Unit members are required to report to work during inclement weather which requires the clearing of sidewalks and parking lots as determined by the Superintendent, members of the Unit must report to duty and 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.
- C. A roster of employees will be maintained within each building so that all requests for overtime will be filled from within the work force regularly assigned to the building where the overtime is requested and rotated on a non-discriminatory basis. Subject to considerations of safety concerning specialized work as determined by the Director of Facilities in consultation with the Maintenance Supervisor, a roster of maintenance/grounds employees will also be maintained so that all requests for maintenance overtime will be filled from within the above work force and rotated on a nondiscriminatory basis. Should such roster fail to fulfill the overtime requirements, management will have the right to assign employees for the overtime work.

XIV. INSURANCE

- A. The Board of Education agrees to pay for health insurance for each full time employee electing to join the plan, a sum of money equal to 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 for any new plan agreed to by the Union and the District.

Effective January 1, 2004, the employee contribution to the cost of either individual or family coverage shall be increased to 15% of the premium.

Effective July 1, 2007, the employee contribution to the cost of either individual or family coverage shall be increased to 20% of the premium.

Effective July 1, 2013, newly hired employees shall contribute 25% to the cost of either individual or family insurance premium.

Effective July 1, 1993, any Custodial Staff member may voluntarily decline health insurance and on the next ensuing June 30 receive a pro-rated 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 \div 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.

Custodial Staff members who have withdrawn from the health insurance plan shall, upon written request, be reinstated to family and individual coverage, as appropriate, subject to the rules and regulations of the health insurance plan in effect at the time of reinstatement. Payment shall be made on the next ensuing June 30. An employee so reinstated shall be entitled to receive a pro-rated 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 effective date of re-enrollment. An employee shall be limited to reinstatement only one time within a twelve-month period.

- B(1). The Board of Education shall contribute the sum of \$90.42 per month per custodial unit member toward an ancillary benefit or insurance plan to be approved by the Union. The District shall assist, cooperate and consult with the Union in the selection of the components of the plan.
- B(2). Bus drivers will be provided with the option for individual and/or family dental and vision insurance coverage. If the bus driver chooses this option, such driver will pay six dollars (\$6) monthly for the premiums for individual, and twenty-five dollars (\$25) monthly for the premiums of family coverage. The District shall assist, cooperate and consult with the Union in the selection of the components of the plan.
- C. The Board of Education agrees to pay for health, dental and vision insurance for each full-time bus driver electing to join the plan, a sum of money equal to 80% of the premium charged by the Empire Health Insurance Plan for either single or family category in which the employee is enrolled.

XV. MEDICAL EXAMINATIONS

- A. All new employees must submit a report of prescribed medical examinations by a physician of the employee's own choice, at the employee's personal expense, or by a school physician, at the District's expense, prior to the effective date of appointment as a probationary or provisional employee.
- B. Each employee must undergo all legally required tests and submit a laboratory report to the District showing compliance with same.
- 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.
- D. Bus drivers shall comply with all Board Policies, including Policy 8414.5, and all legal requirements imposed on bus drivers.

XVI. MISCELLANEOUS WORKING CONDITIONS

- A. In the event the work force is short, no employee shall have to make up the entire difference in work on his/her shift due to the absent person.
- B. It shall be the duty of all personnel to see that all working conditions are safe from unnecessary hazards. Hazardous situations should be reported to the immediate supervisor. Safety rules for employees working alone or in isolated circumstances shall

be adopted.

C. Personnel Files

1. Upon request by the employee, he/she shall be permitted to examine his/her official employment and personnel file.
2. The employee shall have the right to answer any material filed past, present and future, and his/her answer shall be attached to the file copy.

D. Employees may receive a written statement annually of their accrued unused individual leave, upon request.

E. A schedule shall be posted setting forth the hours of work for each employee.

F. The District shall maintain non-ownership automobile liability insurance to cover employees' vehicles used in the course of the employees' duties, where so directed or authorized by the District.

G. The rate of reimbursement for the use of privately owned vehicles for authorized transportation shall be established by the Board of Education and shall be payable to those employees performing required services, to be paid upon the receipt of properly executed transportation reimbursement request forms.

H. Each Custodial Staff is annually entitled to receive uniforms and/or protective clothing as follows:

3 Uniforms

Staff in each district may select for their district either cotton or cotton/synthetic blend work uniforms.

Work Shoes

The District shall pay via direct deposit by October 1st an annual allowance in the amount of two hundred dollars (\$200) to Custodial Staff for the purchase of work shoes. Work shoes must be worn during the course of the Custodial Staff's duties and meet or exceed standards established by New York State Public Employee Safety and Health Bureau (PESH). In response to a third party inquiry or upon reasonable belief that an employee is not wearing PESH compliant work shoes, the District may require employees to present documentation within three (3) business days demonstrating that work shoes purchased and/or worn during the course of duties comply with contractual requirements. This provision will be retroactive to July 1, 2015.

The above allowances may be exceeded by any 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. Unit members will be provided one (1) winter jacket for the duration of this Agreement, under the following conditions: (1) the winter jacket shall remain the property of the school district; (2) the winter jacket shall be returned in the event the unit member is separated from service for any reason; and (3) a replacement winter jacket will not be provided under any circumstances and unit members will be expected to wear suitable cold weather gear at their own expense in the event that the District-provided winter jacket is no longer available or usable. The winter jackets provided to Custodial Staff, as described in this Article, shall be waterproof and suited for winter conditions.

- I. Both the District and the Union agree that the wearing of uniforms and safety equipment is required for the safety and protection of the employee and the public.
- J. 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.
- K. Employee shall receive an electronic pay stub.
- L. Each bus driver is annually entitled to receive three (3) uniforms and must wear them during their working hours at the District. Staff in each district may select either cotton or cotton/synthetic blend for the uniform material. Bus drivers are prohibited from wearing their uniforms while off-duty. Bus drivers must wear appropriate, closed-toe footwear during their working hours at the District.

XVII. SENIORITY, LAYOFFS, TRANSFERS AND PROMOTIONS

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

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

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

- B. Transfers

Except for emergencies, a permanent employee shall not be transferred to another shift or from one building to another or from one department to another without prior notice to the employee and discussion with the Union, if requested. No transfers to another shift will be made for punitive purposes.

- C. Promotions

All job and shift openings and promotions shall be posted, and all employees in the unit shall have the opportunity to bid on same. Criteria for promotion shall include, but not be limited to, qualifications, ability, seniority, overall staffing requirements and prior performance

evaluations. Promotions shall be in accordance with Civil Service Law.

XVIII. SECURITY

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

XIX. POSITIVE EVALUATION

- A. Each employee covered by this Agreement shall, three times during each contract year, be evaluated by his/her Supervisor or Building Administrator with regard to his/her 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 (2) 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/her job performance shall be entitled to challenge the evaluation through the following procedure:
 1. Such challenge shall be presented by the employee to the Superintendent of School of the District or to his/her designee.
 2. Should the Superintendent of Schools or his/her designee fail to resolve the issue to the satisfaction of all parties, the same shall be immediately submitted to the American Arbitration Association, pursuant to its then current rules for final determination by a single arbitrator. In cases of challenge to a negative evaluation, the award of the arbitrator shall be of an advisory nature and shall not be binding upon the parties.
- D. Each bus driver shall, once during each contract year, be evaluated by the bus driver's Supervisor or Building Administrator with regard to work performance. Such evaluation shall clearly indicate whether or not in the Supervisor's opinion, the bus driver's performance has been positive or negative.
- E. Any bus driver receiving two (2) negative evaluations in a row shall not be entitled to the next regularly scheduled wage increase. Any bus driver who receives a negative evaluation and who feels that such evaluation does not properly reflect the bus driver's job performance is entitled to challenge the evaluation pursuant to the procedure outlined in Subsection "C" of this Article XIX.

XX. RETIREMENT INCENTIVE

A retirement incentive equal to \$750 for each year of full-time consecutive service to the District immediately preceding retirement to a maximum of \$11,250 shall be awarded for retirements effective June 30, 2013, only upon the following conditions:

1. Written irrevocable notice of retirement must be filed with the Superintendent on or before June 24, 2013.
2. Eligibility is limited to those employees who are eligible to retire from the New York State Employees' Retirement System without penalty on or before June 30, 2013.
3. Authorized unpaid leaves of absence shall not be considered toward the calculation of full-time service, but shall not constitute a break in service so as to disqualify a Unit member from eligibility for the incentive.
4. Employees applying for the retirement incentive shall be entitled to the benefits of Article XI C. – "Leave of Absence with Pay Prior to Retirement" notwithstanding the February 1st notification requirement if they fulfill the notice requirement of this Article, set forth at paragraph "1."

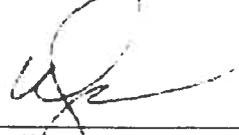
This Agreement and all of the terms and conditions and appendices set forth herein shall remain in effect for the period of July 1, 2023 through June 30, 2027.

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

**BOARD OF EDUCATION
VALLEY STREAM CHSD**

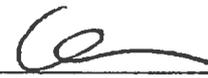
BY: 

John Maier,
Board President

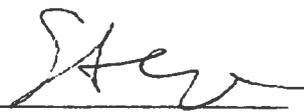
BY: 

Dr. Wayde Loper,
Superintendent of Schools

**CIVIL SERVICE EMPLOYEES
AFSCME Local 1000, AFL-CIO**

BY: 

Leila Kim,
Labor Relations Specialist

BY: 

President

GGDOCS-550807950-1406

Appendix A

	CLEANER	CUST/LAB	MAINT	ASSTHDCU	SR.MAIN	SUP.MAIN	MESSENGER
A	66,702	69,015	73,813	76,416	78,093	0	55,129
B	62,178	64,485	69,296	71,899	72,132	0	36,849
C	43,898	46,205	51,016	53,619	53,852	0	36,849

Appendix B

BUS DRIVERS

Job Description and Terms/Conditions of Employment

General Statement of Duties

Operates a school bus and performs a variety of elementary maintenance activities in connection with such operation; performs related duties as required.

Complexity of Duties

Under direct supervision, this is routine manual work calling for the services of a skilled operator. Work involves considerable responsibility for safety of school children.

Typical Duties

1. Operates a school bus on a regular schedule.
2. Occasionally drives students to and from special events.
3. Cleans, washes and polishes bus.
4. May be responsible for safety and decorum in school parking areas.
5. May occasionally fill in on school cleaning and grounds tasks.

Full Performance Knowledges, Skills, and Abilities

1. Good knowledge of the operation of buses.
2. Ability to understand and follow simple oral and written directions.
3. Mechanical aptitude.
4. Dependability.
5. Good physical condition.

Minimum Qualifications

Training and Experience

Possession of a valid New York State Driver's License, with no convictions for moving violations during the past year and appropriate for the type of vehicle to be operated. Drivers must be at least 21 years of age.

Note: Candidates must satisfy all requirements of Article 19-A of the New York State Vehicle and Traffic Law. In addition, candidates must satisfy the requirements for School Bus Driver set forth in the Rules and Regulations of the New York State Commissioner of Education.

TERMS AND CONDITIONS

1. Standard work week for bus drivers will be 35 hours per week for full-time drivers.
2. Standard rate of pay for bus drivers will be \$35 per hour.
3. Effective July 1, 2024, the shift for a.m. bus drivers will be 6 a.m. to 1 p.m. (6-hour shift) and/or 6 a.m. to 2 p.m. (7-hour shift).
4. Effective July 1, 2024, the shift for p.m. bus drivers will be 2 p.m. to 6 p.m. (4-hour shift) and/or 2 p.m. to 9 p.m. (7-hour shift).
5. Bus drivers will be provided a break of one hour during each full-time shift. The break cannot be at the beginning or end of the shift.
6. Overtime for bus drivers will be paid after 35 hours.
7. Overtime will be paid at time and one-half for weekends and bus driver holidays.
8. Overtime will be paid at time and one-half for up to three hours for any scheduled weekend or bus driver holiday shift that results in a no-show for the event.
9. Bus drivers will be provided with five (5) sick and two (2) personal days annually. Unused sick and personal days will rollover into a bank of days. Unused personal days will rollover as sick days.
10. Bus drivers will be provided with the option for individual and/or family health insurance. Bus drivers will pay 20% of the health insurance premium. The District will pay 80% of the health insurance premium.
11. Bus drivers will be provided with the option for individual and/or family Dental and Vision insurance coverage. For the 23-24 school year, bus drivers will pay \$6 monthly for the premiums for individual and \$25 monthly of the premiums for family coverage.
12. Paid Bus Driver Holidays for 23-24 (15 days).
 - Labor Day
 - Columbus Day
 - Veteran's Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Day
 - Day after Christmas Day (December 26th)
 - New Year's Day
 - Dr. Martin Luther King Jr.'s Birthday
 - President's Day
 - Good Friday
 - Easter Monday
 - Eid (April 10, 2024)
 - Memorial Day
 - Juneteenth

SALARY SCHEDULE 2023-2024							
	CLEANER	CUST/LAB	MAINT	ASSTHDCU	SR.MAIN	SUP.MAIN	MESSENGER
A	68870	71258	76212	78900	80631	0	56921
B	64199	66581	71548	74236	74476	0	38047
C	48898	51205	56016	58619	58852	0	41849

DIFFERENTIAL PAY					
	CLNR -> AHC	CLNR -> HC	CUST -> AHC	CUST -> HC	AHC -> HC
A	41.79		31.84		
B	41.82	16.61	31.90	6.68	
C	40.50	80.36	30.89	70.75	39.85

LONGEVITY	
10 Years	500
15 Years	1500
20 Years	2000

BUS DRIVER
35.00

SALARY SCHEDULE 2024-2025							
	CLEANER	CUST/LAB	MAINT	ASSTHDCU	SR.MAIN	SUP.MAIN	MESSENGER
A	71108	73574	78689	81464	83252	0	58771
B	66285	68745	73873	76648	76897	0	39283
C	50487	52869	57837	60524	60765	0	43209

DIFFERENTIAL PAY					
	CLNR -> AHC	CLNR -> HC	CUST -> AHC	CUST -> HC	AHC -> HC
A	43.15		32.87		
B	43.18	15.02	32.93	4.77	
C	41.82	80.84	31.90	70.92	39.02

LONGEVITY	
10 Years	500
15 Years	1500
20 Years	2000

BUS DRIVER
36.14

SALARY SCHEDULE 2025-2026							
	CLEANER	CUST/LAB	MAINT	ASSTHDCU	SR.MAIN	SUP.MAIN	MESSENGER
A	73419	75965	81246	84111	85957	0	60681
B	68440	70979	76274	79139	79396	0	40560
C	52128	54587	59716	62491	62740	0	44613

DIFFERENTIAL PAY					
	CLNR -> AHC	CLNR -> HC	CUST -> AHC	CUST -> HC	AHC -> HC
A	44.55		33.94		
B	44.58	13.32	34.00	2.74	
C	43.18	81.28	32.93	71.04	38.10

LONGEVITY	
10 Years	500
15 Years	1500
20 Years	2000

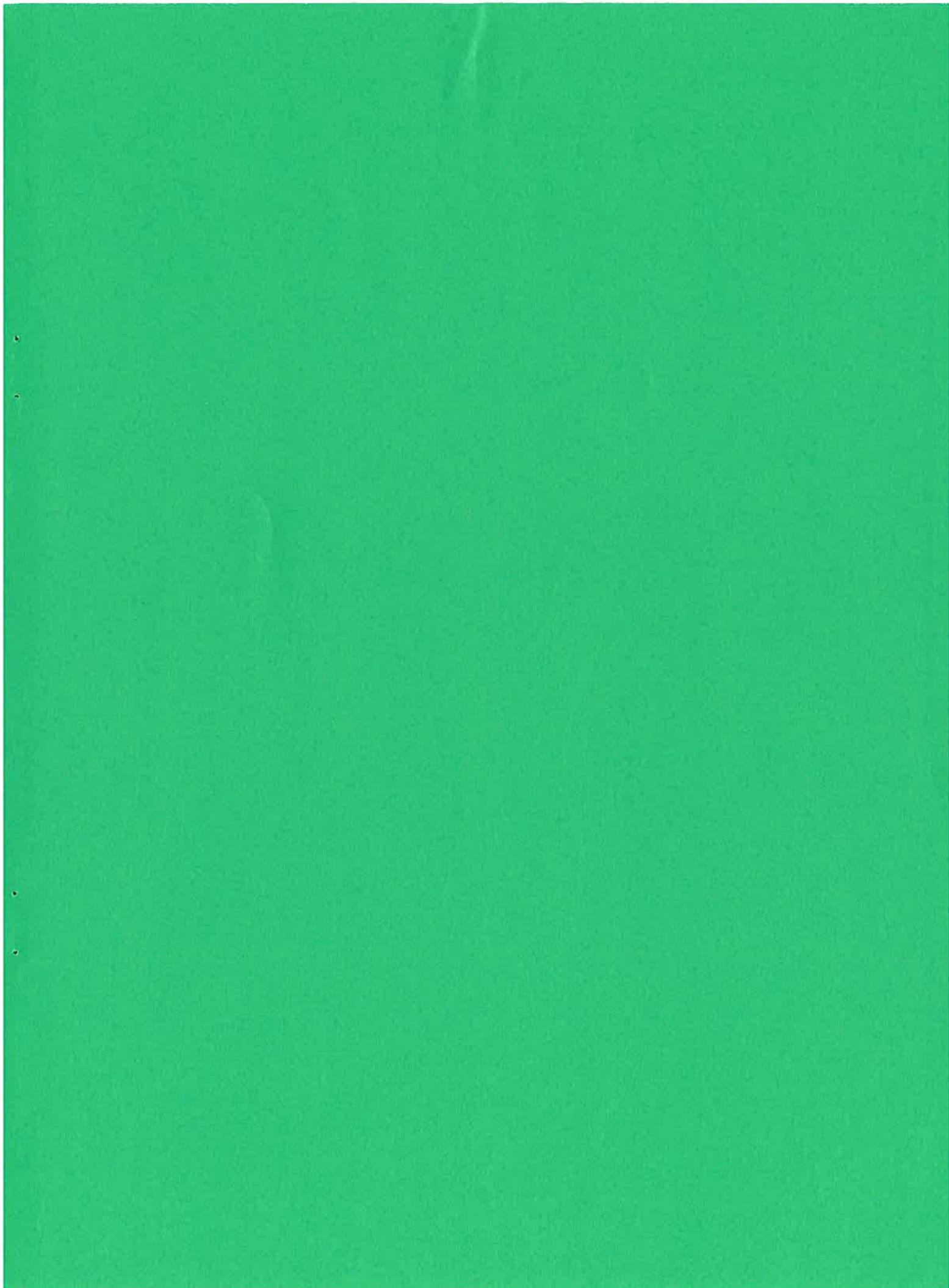
BUS DRIVER
37.31

SALARY SCHEDULE 2026-2027							
	CLEANER	CUST/LAB	MAINT	ASSTHDCU	SR.MAIN	SUP.MAIN	MESSENGER
A	75805	78434	83887	86845	88751	0	62653
B	70664	73286	78753	81711	81976	0	41878
C	53822	56362	61657	64522	64779	0	46063

DIFFERENTIAL PAY					
	CLNR -> AHC	CLNR -> HC	CUST -> AHC	CUST -> HC	AHC -> HC
A	46.00		35.05		
B	46.03	11.51	35.11	0.59	
C	44.58	81.69	34.00	71.11	37.10

LONGEVITY	
10 Years	500
15 Years	1500
20 Years	2000

BUS DRIVER
38.52





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

Mary E. Sullivan, President

