

**AGREEMENT**

**between the**

**SYOSSET CENTRAL SCHOOL DISTRICT**

**COUNTY OF NASSAU, SYOSSET, NEW YORK**

**And The**

**SYOSSET THERAPISTS ASSOCIATION**

**JULY 1, 2017 - JUNE 30, 2020**

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## SECTION I

### PREAMBLE

#### ARTICLE 1 - AGREEMENT BETWEEN THE DISTRICT AND THE OCCUPATIONAL AND PHYSICAL THERAPISTS

Pursuant to the requirements of Article 14 of the Civil Service Law entitled Public Employees Fair Employment Law (hereinafter referred to as the "Taylor Act") to encourage and increase effective and harmonious working relationships between the District and duly licensed Occupational and Physical Therapists of the District (hereinafter referred to as "Therapists") and to establish the terms and conditions of employment of the employees of the District for the period of this Agreement, this Agreement is entered into between the District and the Therapists. This Agreement shall be effective July 1, 2017 and shall continue in effect on all terms and conditions through June 30, 2020.

## SECTION II

### RECOGNITION - GRIEVANCE AND PROCEDURES OF NEGOTIATIONS

#### ARTICLE 1 - RECOGNITION

For the purpose of collective negotiations, it is agreed that the employee unit shall be as follows:

Included: New York State Licensed Occupational and Physical Therapists.

Excluded: Itinerant teachers, day-to-day substitute teachers, and home tutors.

The District recognizes the Syosset Occupational Therapists and Physical Therapists Association (hereinafter the "Association") as the employee organization representing the employees in the employee unit.

The Association affirms that it does not assert the right to strike against any government, to assist or participate in any such strike or to impose an obligation to conduct, assist or participate in such strike.

#### ARTICLE 2 - RESPONSIBILITIES OF THE DISTRICT, SUPERINTENDENT AND THERAPISTS

The Association and the District jointly recognize the legally defined responsibilities and powers of the Board of Education, of the Superintendent and of the Association.

The Association and the District agree that, in consonance with its statutory obligations, the Board establishes District-wide policies, and appoints a superintendent who establishes administrative rules and procedures for the District. Thus, both parties to this contract agree that

this Agreement, the law Board policies and administrative rules and procedures govern the educational process of the District.

The Association and the District agree that, in consonance with the Association's statutory obligations, the Association represents the employees within its community of interest, in full and open negotiations with respect to salary, wages, hours and other terms and conditions of employment.

In view of the common goals of the Therapists and the District for the betterment of education in the District, the Board and the superintendent have agreed to consult with the Association on matters of mutual concern, prior to establishment of policy by the Board and of administrative regulations by the Superintendent.

#### ARTICLE 3 - OBLIGATIONS UNDER TAYLOR ACT

The parties recognize that the Taylor Act was enacted by the State Legislature to promote harmonious and cooperative relationships between government and its employees and to protect the public by assuring at all times the orderly and uninterrupted operations and functions of government. To effectuate that policy, the parties have entered into this Agreement.

#### ARTICLE 4 - RECOGNITION RIGHTS

The District recognizes the right of the Association, as the exclusive representative of the Therapists' unit, to full and open negotiations with respect to salary, wages, hours, and other terms and conditions of their employment.

#### ARTICLE 5 - TERMS OF NEGOTIATIONS

The parties agree to negotiate on such matters at appropriate times as hereinafter set forth, and in accordance with the requirements of the Taylor Act, and to enter into written agreements determining such salaries, wages, hours, and other terms and conditions of employment.

#### ARTICLE 6 - NEGOTIATION PROCEDURES

Successor agreements which will be relative to wages, hours, terms and conditions of employment shall be negotiated by the Association at the time of negotiations for the agreement between the District and the therapists for the regular day school.

Any employee benefits heretofore provided but not provided for herein shall be continued for the duration of this Agreement.

## ARTICLE 7 - GRIEVANCE PROCEDURES

### A. Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the District and its therapists is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of therapists through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the District and its therapists are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

### B. Definitions

1. A grievance is a claim by any therapist or group of therapists in the negotiating unit based upon any violation, misinterpretation, or misapplication of this Agreement.
2. The term supervisor shall mean any department chairperson, principal, assistant principal, immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the chief executive officer.
3. The chief executive officer is the superintendent of schools.
4. Association shall mean Syosset Occupational Therapists/Physical Therapists Association.
5. Aggrieved party shall mean any person or group of persons in the negotiating unit filing a grievance.
6. Party in interest shall mean the grievance committee of the Association and any party named in a grievance who is not the aggrieved party.
7. Grievance committee is the committee created and constituted by the Syosset Occupational Therapists/Physical Therapists Association.
8. Hearing officer shall mean any individual or board charged with the duty of rendering decisions at any stage of grievances hereunder.

### C. Procedures

1. All grievances shall include the name and position of the aggrieved party, the identity of the provision of this Agreement involved in the said

grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

2. Except for informal decisions at Stage 1a, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of facts, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the therapist and the Association.
3. If a grievance affects a group of therapists and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.
4. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
5. The District and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant non-confidential documents, communications and records concerning the alleged grievance.
6. Except as otherwise provided in E(1)(a) and E(1)(b), an aggrieved party and any party in interest shall have the right at all stages of grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the District, by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure, or any other person by reason of such grievance or participation therein.
8. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the District and the Association. The chief executive officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
9. All documents, communications, and records dealing with the processing

of a grievance shall be filed separately from the personnel files of the participants.

10. Nothing contained herein will be construed as limiting the right of any therapist having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent of ruling binding upon either of the parties to this Agreement in future proceedings. This informal adjustment procedure shall be in addition to the procedures set forth in paragraphs E(1) and E(4) inclusive.
11. The chief executive officer shall be responsible for accumulating and maintaining an official grievance record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes, and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than informal decisions at Stage 1a, and all written decisions at all stages. Official minutes will be kept at District expense of all proceedings in Stages 2, 3, and 4. In Stage 2, the minutes shall be by way of stenographic transcript unless both parties agree to waive such a transcript. A copy of such minutes will be made available to the aggrieved party and the grievance committee as soon as practicable after conclusion of the hearings at Stages 2, 3 and 4. Within two (2) days after the minutes are made available, any party in interest may advise the appropriate hearing officer of any claimed error in said minutes. Any such claim or error in the minutes shall become a part of the official grievance record and the hearing officer shall indicate the determination respecting such claimed error. The official grievance record shall be available for inspection and/or copying by the aggrieved party, by the grievance committee and by the District, but shall not be deemed a public record.
12. The existence of the procedure hereby established shall not be deemed to require any therapist to pursue the remedies herein provided and shall not in any manner, impair or limit the right of any therapist to pursue other remedies. With respect to any one grievance, however, a therapist must elect between the procedures here provided and the other remedies available to him/her, and such election shall be final and binding.

D. Time Limits

1. Since it is important to good relationships that grievances be processed as

rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended by mutual agreement.

2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is filed at the first available stage within forty-five (45) school days after the therapist knew or should have known of the act or condition on which the grievance is based.
3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives and the Association within the specified time limit shall permit lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

E. Stages of Grievance

1. Stage 1: Supervisor

a. A therapist having a grievance will discuss it with his/her supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest. If the therapist submits the grievance through a representative, the therapist may be present during the discussion of the grievance.

b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) school days after the written grievance is presented to him/her, the supervisor shall render a decision thereon in writing, and present it to the therapist, his/her representative and the Association.

2. Stage 2: Chief Executive Officer

a. If the therapist initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the therapist shall within five (5) school days, present the grievance to the Association's grievance committee for its consideration.

b. If the Association's Grievance Committee determines that the therapist has a meritorious grievance, then it will file a written appeal of

the decision at Stage 1 with the chief executive officer within twenty (20) school days after the therapist has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

c. Within ten (10) school days after receipt of the appeal, the chief executive officer, or his/her duly authorized representative, shall hold a hearing with the therapist and the grievance committee or its representative and all other parties in interest, and within five (5) school days after the conclusion of the hearing shall render a decision in writing to the therapist, the grievance committee and its representatives.

3. Stage 3: Board of Education

a. If the therapist and the Association are not satisfied with the decision at Stage 2, the grievance committee will file an appeal in writing with the Board within fifteen (15) school days after receiving the decision at Stage 2. The official grievance record maintained by the chief executive officer shall be available for the use of the Board.

b. The Board may determine the appeal based on the record of proceedings and such other written information as the parties may wish to submit. The Board may also conduct a hearing in executive session. If the hearing is to be held, it shall be within twenty-one (21) days after receipt of the appeal. The Board's determination of the appeal shall be within five (5) days after the conclusion of the hearing, or ten (10) days after receipt of the appeal, whichever shall be later.

4. Stage 4: Arbitration

a. If the therapist and/or the Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious and that appealing it is in the best interest of the school system, it may submit the grievance to arbitration by written notice to the chief executive officer within fifteen (15) school days of the decision at Stage 3.

b. Within fifteen (15) school days after such written notice of submission to arbitration, the District or its designee, and the Association, will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association.

c. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions of the issue.

d. The arbitrator shall confine his/her decision to the application and interpretation of this Agreement, and he/she shall be without power or authority to make any decision (1) which is contrary to or inconsistent with the terms of this Agreement, (2) on any matter not included in this Agreement, or (3) which violates any provision of law or of any rule or regulation having the force and effect of law.

e. If made in accordance with his/her authority and jurisdiction under this Agreement, the decision of the arbitrator shall be final and binding upon all parties with respect to all matters submitted to him/her except for grievances arising under the paragraph in Section II, Article 11B on which the decision of the arbitrator shall be advisory only.

f. It is the current intent of the Board to continue the policies expressed in the paragraph in Section II, Article 11B, for the duration of this Agreement. However, in the event that circumstances warrant a change in such policies, the Board will advise the Association regarding the nature of the contemplated change or changes. If the Association requests, the parties will discuss and attempt to agree on the changes. If such discussion does not result in agreement, the Board may nevertheless institute such changes. If the Association believes it is aggrieved by any such instituted change, it may proceed directly to arbitration beginning with Stage 4, provided, however, that the determination of the arbitrator in Stage 4 shall be advisory only and shall not be binding upon either party.

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

#### ARTICLE 8 - ASSOCIATION DUES

The District agrees to deduct from therapists' salaries dues for the Association, the New York State United Teachers, and the American Federation of Teachers, upon filing with the District dues deduction authorization cards signed by individual therapists, the forms of said cards to be mutually agreed upon by the District and the Association.

An authorization by a therapist for dues deduction shall become effective as of the next regular payment of salary or wages occurring not earlier than fifteen (15) days subsequent to the date of filing such authorization, and shall continue in effect until five (5) days subsequent to the date on which (a) the therapist shall file a written revocation of such authorization on a form to

be mutually agreed upon by the District and the Association; or (b) the therapist shall become employed by the District in a position included in a different negotiating unit.

Whenever a therapist shall authorize the deduction and payment of dues to the Association, the New York State United Teachers, and the American Federation of Teachers, no such deduction or payment shall be made by the District until and unless the Association shall file with the District a written order, in the manner and on a form to be mutually agreed upon by the District and the Association, stating the amount of dues to be deducted and paid on account of such therapist; whenever the District shall deduct and pay over any such authorized amounts to the designated organization, the District shall not be liable to see to the proper application of such funds by such organization or its officers or agents.

The Syosset Occupational Therapists/Physical Therapists Association shall certify to the District in writing the current rate of membership dues of each of the associations named above. The Association will give the District thirty (30) days written notice prior to the effective date of any change in dues.

The dues deduction referred to in this Article shall be made in installments during the school year as shall be specified by the Association in writing.

No later than November 1 of each year, the District shall provide the Association with a list of those therapists who have on file with the District effective dues deduction authorization cards. The District shall notify the Association monthly of all changes in said list.

#### ARTICLE 9 - AGENCY FEE DEDUCTION

Every member of the negotiating unit who is not a member of the Association shall pay to the Association an agency shop fee deduction ("agency fee"). The agency fee shall be paid in the same manner as the dues "check-off." The agency fee shall continue in effect until (a) the therapist shall cease to be employed by the District; or (b) the therapist shall become employed by the District in a position included in a different negotiating unit.

Whenever the District is required to deduct and pay over an agency fee, no such deduction or payment shall be made by the District until and unless the Association shall file with the District a written order, in the manner and on a form to be mutually agreed upon by the District and the Association, stating the amount of the agency fee to be so deducted and paid on account of such therapist, whenever the District shall deduct and pay over any such authorized amounts to the Association, the District shall not be liable to see to the proper application of such funds by the Association or its officers or agents.

The Association shall certify to the District in writing the current rate of agency fee. The Association will give the District thirty (30) days' written notice prior to the effective date of any changes in the agency fee.

The Agency fee deductions referred to in this Article shall be made in installments during the school year as shall be specified by the Association in writing.

The Association agrees to save and hold harmless the District from all loss, expenses, damages, costs and attorneys' fees that may accrue as a result of the aforesaid agency fee provisions, by reason of any action or suits brought against the District by an employee in the unit aggrieved by the implementation of said agency fee provisions.

Furthermore, the Association will participate in all legal actions or proceedings brought which relate to the aforesaid agency fee provisions to the fullest extent possible. Representation of the Association by attorneys retained by New York State United Teachers and/or direct participation by the Association will be deemed as fulfilling the conditions of this paragraph.

#### ARTICLE 10 - THERAPIST BENEFITS

##### A. Life Insurance

Life insurance has been approved by the District for all regularly employed therapists in accordance with Appendix 3. Therapists must be employed half-time or more in order to qualify.

##### B. Health Insurance

The New York State Health Insurance Plan is the official group coverage for employees of the District. Part of the cost of the premium for the plan is paid by the District in accordance with Appendix 3. A therapist's rate for contribution for health insurance during active employment shall be 20% of the cost but will pay a varying premium amount depending upon which of the two options is chosen under the plan. A therapist who is already covered by health insurance through a policy held by a husband or wife may decline to become part of the District's group coverage. Therapists will be given an opportunity to join the New York State Health Insurance Plan in accordance with its regulations.

The Association shall not unreasonably withhold its consent to substitute comparable coverage which the District may propose to provide. The Association may reasonably withhold consent if the proposed coverage does not provide employees who retire with the protection currently provided by law to retirees under the current plan.

The District may offer unit members the voluntary option of health care coverage in a non-indemnity health care insurance plan selected with the concurrence of the STA.

##### C. Health Insurance Declination

A therapist who has participated for one consecutive year in any group health insurance option made available by the District and who declines any coverage, individual or family, shall be paid one-half of the contribution the District would have paid had the therapist not declined. For unit members hired on or after

October 22, 2014, the amount of the health insurance declination payment shall be reduced to the flat-dollar amount of \$1,500 for the declination of individual coverage, and the flat-dollar amount of \$3,000 for the declination of family coverage. The payment shall be made annually as additional salary and will be paid as a separate check during the spring semester of the corresponding school year.

D. Dental Insurance

Dental insurance has been approved by the District for all regularly employed therapists as detailed in Appendix 3. Part of the cost of the premium for this insurance is paid by the District. Effective July 1, 2007, the monthly premiums for family coverage will be increased by \$7.50 over those provided for in the 2004-2007 Agreement, to provide an additional maximum lifetime benefit of \$1,500, which may be used for any dental procedure not covered by the District's dental plan. The additional cost for individual coverage will be increased by \$3.50.

E. Disability Insurance

Disability insurance has been approved by the District for all regularly employed therapists as detailed in Appendix 2. Part of the cost of the premium for this insurance is paid by the District.

F. Tax Sheltered Annuities

The District agrees to offer any TSA (Section 403(b)) product recommended by the majority of the TSA committee's members. The District may require that unit members sign a save-harmless agreement for products or companies added on or after July 1, 1998.

G. Domestic Partnerships

Effective July 1, 2007, domestic partners will be treated like spouses for the purpose of health insurance, life insurance, and dental insurance.

H. Retirement Incentive Plan

Effective July 1, 2007, Retirement Incentive Plan benefits will be the same as those provided for teachers. Effective July 1, 2010, as a continuation of the benefits provided to active employees, monthly premiums for family dental insurance coverage will be increased by \$7.50 over those provided for in the 2007-2010 Agreement, to provide for an additional maximum benefit of \$1,500, which may be used for any dental procedure not covered by the District's dental plan. The cost for individual coverage will be determined in consultation with the District's Plan Administrator. Such insurance shall be provided by the District

only up to age 65. In addition, effective July 1, 2010, consistent with benefit provided to active employees, life insurance benefits will increase to \$25,000 for First Eligible and \$14,287 for Post Eligible. Such life insurance benefit shall be provided by the District only up to age 65. In addition, at their option, prior to retirement employees may purchase, at their own expense, additional life insurance in \$10,000 increments, up to \$300,000. In accordance with the terms of the District's life insurance policy, such supplemental life insurance benefit will be reduced during retirement due to age-related reductions at age 65 and at age 70.

Unit members hired on or after October 22, 2014 must complete fifteen (15) full years of service with the Syosset Central School District in order to be eligible for health insurance coverage during retirement.

I. Certification

Effective July 1, 2017, annual salary will be increased by \$1,000 for any Therapist who achieves, or has achieved, a relevant national certification from the National Board for Certification in Occupational Therapy or the American Physical Therapy Association.

ARTICLE 11 - LEAVES

A. Temporary Leaves of Absence

It is understood barring real emergencies, a therapist's first duty is to fulfill the obligations to the District. The District has authorized the Superintendent to excuse from duty, up to a maximum of five (5) days per school year without loss of salary, therapists who are absent from duty by reasons of emergency business, i.e., business that could not have been postponed to a non-school day. In the event the five (5) days for absence have been used, provision may be made, at the discretion of the superintendent, to allow one (1) additional day of leave for serious illness in the immediate family. In such cases, an appropriate reduction of one (1) additional day of leave for serious illness in the immediate family shall be made upon reemployment of the therapist during the following year. The action of the Superintendent in approving or disapproving a request for such temporary leave shall be in accordance with the rules and procedures promulgated by the Superintendent.

In authorizing the Superintendent to pay the salary of a therapist who is absent on temporary leave, the District has not allocated a certain number of "days off" which are the property of, to be used or not, at the discretion of a therapist. The Superintendent shall have the discretion to judge, in each individual case, whether or not a temporary leave of absence was for sufficiently compelling reason to warrant (a) payment of salary when absent from duty, and (b) payment (in most cases) of the salary of a substitute. In judging requests for temporary leave of

absence, therefore, the Superintendent asks such questions as: "Is the matter really business or pleasure?" "Could it have been planned for outside working hours?" In the final analysis the request must be based on the absolute necessity of the therapist's absence, the emergency, and the seriousness of the family or business involved. If the need for such absence be known in advance, request for absence without the loss of salary should be made in advance. If, in an emergency situation such a request cannot be made, the request for excused absence should be made within twenty-four hours of the return to duty, using the same procedure. Requests must be submitted to the principal of the school or department head who will approve or disapprove and forward approved requests to the Superintendent for final approval.

Subject to the final approval of the Superintendent, permission for absence with no loss of salary may be granted for the following reasons, based upon the definitions and interpretations listed below:

Typical Approvable reasons for Temporary Leaves of Absence:

1. Serious illness in family.
2. Death in family, or death of a friend.
3. Graduation ceremony of a family member.
4. Mandated court appearance.
5. Title closing in connection with purchase of home or property.
6. Automobile accident or breakdown with no alternate transportation readily available, or other emergency situation.
7. Taking his/her child to college.
8. Picking up his/her child from college.
9. Attending the wedding of a family member or close personal friend.
10. Conference with child's teacher.

Typical Non-approvable Reasons for Temporary Leaves of Absence:

1. Seeing a child in a play or other performance.
2. Accompanying husband or wife on business trip or vacation.
3. Appointment with a lawyer, accountant, or physician which could be held

on a weekend or after school hours.

4. Granting of days for marriage.
5. Delayed return flight or ship embarkation which was within the therapist's control.

In no case shall the therapist be required to explain in detail the reasons for temporary leave of absence. A therapist need only state general reasons as outlined under typical approvable reasons for temporary leaves of absence except that, one (1) personal business day per school year may be taken without the therapist stating a general reason provided that such personal business day is not taken on a day that is adjacent to a weekend, holiday or recess period unless otherwise approved by the administration.

B. Bereavement Leave

Effective November 17, 2014, therapists shall be entitled to three (3) days off with pay in the event of death of an immediate family member. "Immediate family member" for the purpose of this bereavement leave provision only shall be defined as spouse, child, parent, sibling, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, or other family member residing in the home.

In the event that death of an immediate family member requires the therapist to be absent for more than three (3) days, unit members may utilize a maximum of two (2) personal business days per year. If the unit member has no personal business days available, provision may be made at the discretion of the Superintendent, to allow up to two (2) additional personal business days of leave. In such case, an appropriate reduction of up to two (2) days leave shall be made upon reemployment of the therapist during the following year.

C. Professional Leave of Absence Without Pay

1. Professional leave of absence of one year's duration may be granted without pay upon the recommendation of the Superintendent of Schools to therapists who have been employed with the District for at least three (3) years if hired on or before June 30, 2015, or four (4) years if hired on or after July 1, 2015. Applicants for a professional leave of absence should apply in writing to the Superintendent of Schools.
2. In order to be eligible for a professional leave of absence, a therapist:
  - a) must be employed with the District for at least three (3) years if hired on or before June 30, 2015, or four (4) years if hired on or after July 1, 2015.

- b) must be employed in a college or university in the field directly related to the therapist's position or must do research, write a book or engage in other activities that will add to the therapist's proficiency in the District.
  - c) must submit application by May 1 of year prior to year for which request for leave is being made. Effective July 1, 2010, except in the case of extreme hardship occurring after this date, applications for extensions of leaves of absence must be received by the District by May 1.
3. The District encourages therapist participation and involvement in recognized programs of therapist exchange, foundation grants, fellowship appointments and government sponsored programs of VISTA and Peace Corps. Before applying, however, the therapist should have successfully completed their probationary service.

Therapists who are selected for any of the above mentioned programs which shall involve a professional leave of absence without pay, shall confer with the Superintendent of Schools in advance of the participation regarding a written report to be submitted within six (6) months of returning to professional duties in the District. Leave will be granted subject to the approval of the Superintendent for a period usually not to exceed one year. Effective July 1, 2010, except in the case of extreme hardship occurring after this date, applications for extensions of leaves of absence must be received by the District by May 1.

D. Personal Leave of Absence Without Pay

Personal leave of absence without pay, not to exceed the current year, may be granted to therapists in extreme cases of family hardship for child care purposes. A letter must be submitted to the Superintendent indicating reason for request. The Superintendent will recommend individual cases to the Board for their consideration and action. Leave will be granted subject to the approval of the Superintendent for a period usually not to exceed one year.

Extension of leaves of absence without pay may be granted at the recommendation of the Superintendent and subject to the approval of the Board. Effective July 1, 2010, except in the case of extreme hardship occurring after this date, applications for extensions of leaves of absence must be received by the District by May 1. Such extension would be considered, provided the therapist on leave is not needed to fill a vacancy in his/her certification area for the coming school year.

E. Sick Leave

1. This section is adopted pursuant to the obligations of the District under the appropriate Education Law.
2. Effective July 1, 2010, all employees of the District will, with the approval of the Superintendent and subject to review by the Board, be granted sick leave up to 150 working days in the case of a therapist who has completed at least three (3) years of employment with the District if hired on or before June 30, 2015, or four (4) years of employment with the District if hired on or after July 1, 2015, and 90 working days in the case of any other therapist from the inception of an illness. No deductions from salary will be made by absence due to personal illness unless specific disapproval by the Superintendent or by the Board is indicated to the employee and to the Payroll Department.
3. Employees normally will not be required to furnish a doctor's certificate for each absence for personal illness.
4. If a doctor was consulted or was in attendance in connection with a specific illness, this fact should be stated on the absence report. Absence for illness reports should therefore read as follows: either "Personal Illness, doctor not required" or "Personal Illness, Dr. (name) visited (or in attendance)."
5. If the District believes a unit member is absent an excessive number of times due to illness, or appears to be unnecessarily over-utilizing leave privilege, the Deputy Superintendent, or central office administrator, may meet with the affected unit member to discuss the District's concerns. The unit member shall be permitted union representation during the meeting. The District may require the unit member to undergo a medical examination, by a physician, appointed and compensated by the Board to determine the employee's physical fitness for the particular work assignment.
6. In the event of a determination of inappropriate use of leave privileges, the unit member may be required to submit a physician's certification of illness for all future absences, or to submit an affirmation (in the form appended hereto as Appendix 4) attesting to the illness, in the event that a physician was not consulted, respecting the future illness that led to the future absence. Such requirement shall terminate after 12 months unless the District has determined that there has been a further inappropriate use of leave privilege after following the procedures set forth in paragraph 5. If such a determination is made, the requirement may be continued for up to an additional 12 months.
7. In the discretion of the Deputy Superintendent or other central office administrator, unit members absent for five (5) consecutive days may be required to provide medical documentation, which shall include a physician's

diagnosis, treatment plan and prognosis, including a statement of the probable length of disability. The District may require the employee to undergo a medical examination by a physician appointed and compensated by the Board, to determine the employee's physical fitness for the particular work assignment. This also applies to post-delivery absences in the case that an extension of sick leave is required after the medical standard 6-8 week period.

#### ARTICLE 12 - DUTIES AND RESPONSIBILITIES

Therapists are directly responsible to the principal of the school(s) to which they are assigned. They shall be subject to all Board by-laws and policies, and to such regulations as may be formulated by the Superintendent, and to school rules and regulations formulated by the principal.

The District shall have the right to utilize volunteers for duty during student lunch periods in the elementary schools. Persons so assigned will be paid an amount equal to the rate for emergency classroom coverage in the secondary schools for each 30 minute period served.

The District shall have the right to assign volunteers, only from among permanent unit members, to work up to an additional .3 assignment. The rate of remuneration for each person shall be determined by multiplying his/her annual salary (base salary plus longevity) by 1.X, with "X" being the percentage of additional load being covered.

Identification Badges: Unit members shall wear a District issued identification badge during the work day and at other District events when supervising students. Said badges shall be worn in a visible manner. The badges shall not be used for the recordation of attendance nor shall data collected as a result of staff wearing said identification badges be used as evidence in any disciplinary proceeding.

#### ARTICLE 13 - THERAPISTS' PERSONNEL FILES

Each therapist shall have the right, upon request, to review the contents of his/her personnel files, except for placement papers and references acquired at the time of employment by the District. A therapist will be entitled also to have a representative of the Association present during such a review. Before any document becomes part of a therapist's official file, it must be seen by the therapist who shall have the right to make written response. Copies of such material shall be made available to the therapist. (This right is for all material except transcripts and/or references for employment.)

#### ARTICLE 14 - PROFESSIONAL ACTIVITIES BY ASSIGNMENT

The Superintendent may assign to other professional activities, without loss of salaries, therapists whose plans for activities outside of their regular assignments have been endorsed by their respective school principals or department heads. From time to time therapists may be excused from their regular duties to participate in activities sponsored or supported by the District. Absences for this purpose shall be authorized in accordance with the Superintendent's

rules and procedures.

ARTICLE 15 - CONFERENCE ATTENDANCE BY THERAPISTS AND REIMBURSEMENT

Attendance at educational conferences or meetings is an enriching and stimulating experience for all therapists. Within the limits of budgetary allowances, therapists interested in attending such meetings should file their requests with the Superintendent through the building principal or department head well in advance of the date of the meeting. If the request is approved by the Superintendent, absence from district duties without loss of pay is permitted by the District.

ARTICLE 16 - LIABILITY INSURANCE

Section 3023 of the Education Law provides that employees shall be protected by the Board from financial loss arising out of any claim by reason of alleged negligence or other act resulting in accidental bodily injury to any person, within or without the school building, provided that such employee at the time of the accident or injury was acting in the discharge of duties within the scope of employment and/or under the direction of the Board.

This protection includes hazards of transportation of pupils without charge in cars owned by employees on education trips or visits away from school and similar activity approved by the building principal.

The Board, however, shall not be subject to the duty imposed by this section, unless the employee shall, within ten (10) days of the time served with any summons, complaint, process, notice, demand, or pleadings, deliver the original or copy of the same to the Board. This paragraph shall apply unless there are circumstances which will prevent the employee from complying with this provision.

In emergencies, pupils may be transported in a car privately owned by a therapist on authorization, and later confirmation in writing, of the building principal and approved by the Superintendent. The use of a therapist's car and/or driving is entirely voluntary on the part of the therapist.

ARTICLE 17 - CLASSIFICATION OF PUPILS

In all policy matters regarding classification of pupils, the Superintendent will provide opportunities for discussion with the appropriate staff, prior to decision-making.

ARTICLE 18 - TAYLOR LAW NOTICE

"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."

Date: \_\_\_\_\_, 2018

SYOSSET THERAPISTS' ASSOCIATION

by Kim Pritchard  
Kim Pritchard  
President

SYOSSET CENTRAL SCHOOL DISTRICT

by Thomas Rogers  
Dr. Thomas Rogers  
Superintendent of Schools

by [Signature]  
Board of Education  
President

**APPENDIX 1**  
**THERAPISTS' SALARY SCHEDULES**

2017-2018 School Year: Effective July 1, 2017, the salary schedule in effect on June 30, 2017 shall be increased by 1%. Step increment for the 2017-2018 school year shall be granted effective July 1, 2017.

2018-2019 School Year: Effective July 1, 2018, the salary schedule in effect on June 30, 2018 shall be increased by 1%. Step increment for the 2018-2019 school year shall be granted effective July 1, 2018.

2019-2020 School Year: Effective July 1, 2019, the salary schedule in effect on June 30, 2019 shall be increased by 0.5%. Step increment for the 2019-2020 school year shall be granted effective July 1, 2019.

\*All unit members shall be paid via direct deposit, effective as of July 1, 2018.

Salary schedules for the Occupational and Physical Therapists for the 2017-2018, 2018-2019 and 2019-2020 school years are as follows:

<b>Effective July 1, 2017</b>	
<b>Step</b>	<b>L1</b>
1	\$57,190.00
2	\$60,278.00
3	\$63,624.00
4	\$67,070.00
5	\$69,909.00
6	\$73,580.00
7	\$77,254.00
8	\$80,929.00
9	\$84,600.00
10	\$88,278.00
11	\$91,952.00
12	\$95,621.00
13	\$99,296.00
14	\$102,965.00
15	\$106,641.00
16	\$110,315.00
17	\$118,774.00
18	\$122,602.00
19	\$122,602.00
20	\$122,602.00
21	\$127,923.00

<b>Effective July 1, 2018</b>	
<b>Step</b>	<b>L1</b>
1	\$57,762.00
2	\$60,881.00
3	\$64,260.00
4	\$67,741.00
5	\$70,608.00
6	\$74,316.00
7	\$78,027.00
8	\$81,738.00
9	\$85,446.00
10	\$89,161.00
11	\$92,872.00
12	\$96,577.00
13	\$100,289.00
14	\$103,995.00
15	\$107,707.00
16	\$111,418.00
17	\$119,962.00
18	\$123,828.00
19	\$123,828.00
20	\$123,828.00
21	\$129,202.00

<b>Effective July 1, 2019</b>	
<b>Step</b>	<b>L1</b>
1	\$58,051.00
2	\$61,185.00
3	\$64,581.00
4	\$68,080.00
5	\$70,961.00
6	\$74,688.00
7	\$78,417.00
8	\$82,147.00
9	\$85,873.00
10	\$89,607.00
11	\$93,336.00
12	\$97,060.00
13	\$100,790.00
14	\$104,515.00
15	\$108,246.00
16	\$111,975.00
17	\$120,562.00
18	\$124,447.00
19	\$124,447.00
20	\$124,447.00
21	\$129,848.00

**APPENDIX 2**  
**LIFE INSURANCE AND DISABILITY INSURANCE**

Life Insurance

Therapists shall be insured in the amount of \$25,000. In addition, at their option, therapists may purchase, at their expense, additional life insurance benefits in \$10,000 increments, up to \$300,000.

Disability Insurance

Available to all certified personnel who are eligible for this coverage. The employee's cost per month is \$7.50. Coverage is 66 2/3% of the employee's salary. Long-term disability benefits for eligible employees will commence at 150 working days from the inception of an illness and the exhaustion of sick leave in accordance with the group policy provisions.

Effective date of coverage: July 1, 1972

Exact cost, information booklets, and claims forms may be obtained from the Personnel office, at telephone extension 5664.

The cost of this increase will be assumed by the District. In addition, and subject to the District's then current insurance provider's approval on an individual basis, the current \$5,000 per month limit may be increased at the employee's sole expense by up to 66 2/3% of the employee's salary.

### APPENDIX 3

#### \*HEALTH INSURANCE AND DENTAL INSURANCE

##### Health Insurance

1. Each employee's rate for contribution for health insurance during active employment shall be 20% of the cost, and the District will pay 80% of the cost. If the increase in premium costs exceed 10% in any year, active employees will additionally contribute 50% of all premium costs above 10%. It is understood that the base contribution will return to 20% in each succeeding year.

2. The District, in consultation with the Association, will seek to provide a minimum of three health management organization ("HMO") plans for these employees. The District will pay 100% of the cost of the premium of the alternative health plan, provided that the employee will pay the cost of all premiums in excess of 80% of the premium for the then current NYS Health Insurance Plan cost. This caps the District's contribution for health costs for these employees at 80% of the premium for the current the New York State Health Insurance Plan.

3. Effective July 1, 2007, all employees retiring after July 1, 2007 will contribute 10% of premium costs, for life.

4. Notwithstanding the provisions of paragraph 2 above, the District may offer unit members the voluntary option of health care coverage in a non-indemnity health care insurance plan selected with the concurrence of the STA.

5. As set forth in Article 10, Section H of this Agreement, unit members hired on or after October 22, 2014 must complete fifteen (15) full years of service with the Syosset Central School District in order to be eligible for health insurance coverage during retirement.

6. Information booklets and claims forms may be obtained from the Benefits Office, telephone extension 5659.

##### Dental Insurance

Available to all certified employees enrolled in the plan as of September 1, 1972 and all new employees.\*

##### Current Employee Cost Per Month

Individual	-	\$ 2.00
Dependent	-	\$12.00

Effective July 1, 2007, the monthly premiums for family coverage will be increased by \$7.50 over those provided for in the 2004-2007 Agreement, to provide an additional maximum lifetime benefit of \$1,500, which may be used for any dental procedure not covered by the District's dental plan. The additional cost for individual coverage will be increased by \$3.50.

Information booklets and claim forms may be obtained from the Personnel Office, telephone extension 5664.

\* A therapist who is already covered by dental insurance through a policy held by a husband or wife may decline to become part of the District's group coverage. Therapists will be given an opportunity to join the dental plan in accordance with regulations agreed upon in the contract between the insurer and the District.

APPENDIX 4

**AFFIRMATION**

I, \_\_\_\_\_ (employees' name) herewith affirm  
that I was ill and restricted to home on  
\_\_\_\_\_ (enter dates). I was unable to report to  
work on \_\_\_\_\_ (enter dates).

I was not seen nor treated by a medical practitioner on said  
day(s).

DATED:

\_\_\_\_\_  
(Employee)