

AGREEMENT

between the

SYOSSET CENTRAL SCHOOL DISTRICT

COUNTY OF NASSAU, SYOSSET, NEW YORK

And The

SYOSSET THERAPISTS ASSOCIATION

JULY 1, 2021 - JUNE 30, 2025

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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, 2021 and shall continue in effect on all terms and conditions through June 30, 2025.

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 thereafter 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 a therapist, the STA, or by the STA on behalf of any therapist or group of therapists in the negotiating unit based upon any alleged violation, misinterpretation, or misapplication of this Agreement.
2. The term supervisor shall mean any district coordinators, principal, assistant principal, immediate superior, or other administrative or supervisory officer, responsible for the area in which an alleged grievance arises except for the Superintendent of Schools.
3. STA shall mean the Syosset Teachers' Association.
4. Aggrieved party shall mean the STA or any person or group of persons in the negotiating unit for whom the STA filed a grievance.

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. Each decision shall be promptly transmitted to the therapist and the STA.
3. If the grievance affects a group of therapists and appears to be associated with system wide policies, it may be submitted by the STA directly at Stage 1c described below.

4. If the district believes the grievant has filed the grievance at an incorrect stage, the grievant and the STA will be notified, and the grievance will be transferred to the correct stage.
5. 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.
6. The District and the STA agree to facilitate any investigation which may be required and to make available any relevant documents, communications, and records concerning the alleged grievance.
7. 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 STA. The Superintendent shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
8. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
9. 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 STA, provided the adjustment is not inconsistent with the terms of this Agreement and the STA 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 respect, 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 procedure set forth in paragraphs E(1) to E(4), inclusive.
10. No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the Board or 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.

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 the written grievance is filed at the first available stage within forty-five (45) school days after the grievant 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, the parties' representatives and the STA within the specified time limit shall permit the 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. Informal Resolution. A therapist having a grievance will discuss it with the therapist's 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, and the STA elects to proceed, it shall be reduced to writing and presented to the supervisor. Within five (5) school days after the written grievance is presented to the supervisor, a decision thereon shall be rendered in writing, and presented to the therapist and the STA.

c. Stage 1c: Assistant Superintendent for Human Resources

- i. If the STA is not satisfied with the written decision at the conclusion of Stage 1b and wishes to proceed further under this grievance procedure, a written appeal of the decision at stage 1b shall be filed with the Assistant Superintendent for Human Resources within twenty (20) school days after the STA has received the decision at Stage 1b. Copies of the written decision at Stage 1b shall be submitted with the appeal.

- ii. Within ten (10) school days after receipt of the appeal, the Assistant Superintendent for Human Resources or duly authorized representative, shall meet with the STA. The STA will be permitted to address its arguments in support of the appeal followed by response of the administration. Within twenty (20) school days after the conclusion of the meeting, the Assistant Superintendent for Human Resources or the designee will render a decision in writing sustaining or dismissing the appeal.

2. Stage 2: Superintendent of Schools

- a. If the STA is not satisfied with the written decision at the conclusion of Stage 1c and wishes to proceed further under this grievance procedure, a written appeal of the decision at Stage 1c shall be filed with the Superintendent of Schools within twenty (20) school days after the STA has received the decision at Stage 1c. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- b. Within ten (10) school days after receipt of the appeal, the Superintendent of Schools or duly authorized representative, shall meet with the STA. The STA will be permitted to address its arguments in support of the appeal followed by response of the administration. Within twenty (20) school days after the conclusion of the meeting, the Superintendent of Schools or the Superintendent's designee will render a decision in writing sustaining or dismissing the appeal.

3. Stage 3: Board of Education

- a. If the STA is not satisfied with the decision at Stage 2, the STA may file an appeal in writing to the Board within fifteen (15) school days after receiving the decision at Stage 2. The record of the grievance shall be available for the use of the Board.
- b. The Board will conduct its review of the appeal in executive session. The STA will be permitted to address the Board with its arguments in support of the appeal followed by response of the administration. Its review shall be within twenty-one (21) days after receipt of the appeal. The Board's determination of the appeal shall be within ten (10) days after its review, or twenty (20) days after receipt of the appeal, whichever shall be later.

4. Stage 4: Arbitration

- a. If the STA is not satisfied with the decision at Stage 3, it may submit the grievance to arbitration by written notice to the Superintendent of Schools 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 parties shall request a list of arbitrators pursuant to the Rules for Voluntary Labor Arbitration of the American Arbitration Association.
- c. The selected arbitrator will hear the matter promptly and will issue the decision not later than sixty (60) 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. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusion on the issues.
- d. The arbitrator shall confine the decision to the application and interpretation of this Agreement and 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 the arbitrator's 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 the arbitrator, except for grievances arising under paragraphs in Section II, Article 11B, on which the decision of the arbitrator shall be advisory only.
- f. It is the current intent of the District to continue the policies expressed in paragraphs in Section II, Article 11B unchanged for the duration of this Agreement. However, in the event that circumstances warrant a change in such policies, the District will advise the STA regarding the nature of the contemplated change or changes, and if the STA requests, the parties will discuss and attempt to agree on the changes. If the STA 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 STA.

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.

The District and the STA acknowledge that agency fee provisions are unenforceable pursuant to the United States Supreme Court decision, *Janus v. AFSCME*, decided on June 27, 2018. Thus, the parties agree that the foregoing agency fee provisions shall not be enforced, unless and until the Janus decision is reversed or overruled by the United States Supreme Court.

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, 2021, annual salary will be increased by \$1,300 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.

J. Chaperoning Compensation

1. Supervision

Supervision rates for monitoring concerts, athletic events, after school computer labs, after school hall duty, school plays, dance recitals, and similar activities in the 2021-2022 school year shall be calculated based upon an hourly rate of \$32.15 per hour effective July 1, 2021; \$32.63 for the 2022-2023 school year; \$33.12 for the 2023-2024 school year; and \$33.62 for the

2024-2025 school year, unless a different rate is hereinafter indicated in subparagraph (2).

2. Field Trips

Therapists who accompany students on overnight field trips will do so on a voluntary basis. They will have the right to recommend exclusion from the trip for those students whose presence they feel would be detrimental to the health and safety of all involved.

During the period July 1, 2021 through April 11, 2022, compensation for field trips shall be in accordance with the terms set forth in the parties' April 8, 2022 Memorandum of Agreement. The following rates of compensation shall apply effective April 12, 2022:

- a. Therapists who accompany students on an overnight field trip on a day when school is in session will be compensated at the overnight rate of \$200.
- b. Therapists who accompany students on an overnight field trip on a day when school is not in session shall be compensated at the overnight rate of \$250 and the above indicated hourly supervision rate set forth in subparagraph (1) up to a maximum of seven hours.
- c. Therapists assigned to the supervision of field trips, extracurricular activities, or other events on days when school is in session shall be compensated at the above indicated hourly supervision rate set forth in subparagraph (1) up to a maximum of five hours.
- d. Therapists assigned to the supervision of field trips, extracurricular activities, or other events on days when school is not in session shall be compensated at the above indicated hourly supervision rate set forth in subparagraph (1) up to a maximum of ten hours.

K. Ancillary Additional Pay Item Rate (API) for Therapists to Attend District-Requested Meetings and Presentations After Working Hours

The Ancillary API rate effective April 12, 2022 is \$40.17. This rate will apply to district-requested meetings, presentations and activities that occur after working hours, which may include professional development meetings, Board of Education meetings, participation in district committees including interview committees, summer meetings and workshops, and grade-level orientation

meetings. The Ancillary API rate shall be \$40.77 for the 2022-2023 school year; \$41.38 for the 2023-2024 school year; and \$42.00 for the 2024-2025 school year.

L. Stipend for Assistive Technology Certification

Effective July 1, 2021, any therapist who achieves, or has achieved, a certification in assistive technology shall be paid an annual stipend in the amount of \$2,500. The amount of this stipend shall increase to \$2,538 effective July 1, 2022; \$2,576 effective July 1, 2023; and \$2,614 effective July 1, 2024.

M. Stipend for Doctorate Degree

Effective July 1, 2021, any therapist who earns, or has earned, a Doctorate degree shall be paid an annual stipend in the amount of \$2,500. The amount of this stipend shall increase to \$2,538 effective July 1, 2022; \$2,576 effective July 1, 2023; and \$2,614 effective July 1, 2024.

ARTICLE 11 - LEAVES

A. Temporary Leaves of Absence

1. 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.

2. Temporary Leave of Absence Pilot Program

Effective July 1, 2022:

- i. A therapist need not provide a reason for using personal leave, provided that the days of personal leave do not occur on consecutive days. Consecutive days of personal leave remain subject to the limitations listed in Section II, Article 11A; and
- ii. "Visiting colleges with a high-school-age child" and "Caring for an elderly parent" shall be added to the list of "Approvable Reasons for Temporary Leaves of Absence" listed in Section II, Article 11A.

If the average utilization of personal leave during the three-year period July 1, 2022 through June 30, 2025 is more than 10% above the average utilization for the three-year period July 1, 2016 through June 30, 2019, subsections (i) and (ii) above and this pilot program will expire on June 30, 2025. "Average utilization," for the purpose of this provision only, shall be calculated in the manner agreed to by the District and the STA.

B. Bereavement Leave

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, aunt, uncle, domestic partner (as defined in the New York State Health Insurance Program regulations) 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.

Therapists returning from a long-term personal leave of absence without pay must give the Superintendent thirty (30) days prior notice of their return and may not return after June 1 until the following September. The administration retains the right to waive the 30 days' notice requirement and/or permit such an employee to return after June 1 at its sole discretion. "Long-term personal leave of absence" for the purpose of this provision only is defined as an unpaid personal leave of absence greater than 30 days authorized under this section (D), exclusive of leave granted under FMLA.

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 - MENTORING PROGRAM

The District shall establish a mentoring program for new therapists that is modeled on the mentoring program currently provided for new teachers.

ARTICLE 17 - USE OF CAMERAS IN THE CLASSROOM

The use of cameras in the classroom will be permitted on a limited basis.

- A. Cameras may be used during the instructional portion of a lesson to stream content to students in a physical location outside of the school building classroom. The therapist will retain the right to control the field of view of the camera(s) and will retain the right to turn the camera(s) and microphone(s) off at various times during the lesson, such as when students are working independently or when the therapist is no longer conducting direct or whole group instruction. Class sizes shall not exceed the class size maxima applicable to the 2019-2020 school year.
- B. Therapists may choose to record and post video(s) of themselves teaching for subsequent student use but shall not be required to do so.
- C. The District will not require video capturing of any lesson for storage or future posting, nor will video be captured or recorded by the District.
- D. Administrators shall make therapists aware of their presence when viewing a livestream class session and will only conduct observations for the purpose of evaluation by observing therapists in person. Alternative arrangements will be subsequently agreed upon for evaluating therapists with an all-virtual program.
- E. The District has incorporated a prohibition in the “Acceptable Use Policy” indicating that no part of livestreamed lessons (audio, video, images) may be recorded.

ARTICLE 18 - 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 19 - 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 20 - 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: January 12, 2024

SYOSSET THERAPISTS' ASSOCIATION

by 
Michael Callahan
President

SYOSSET CENTRAL SCHOOL DISTRICT

by 
Dr. Thomas Rogers
Superintendent of Schools

by 
Carol C. Cheng
Board of Education
President

APPENDIX 1
THERAPISTS' SALARY SCHEDULES

2021-2022 School Year: Effective July 1, 2021, the salary schedule in effect on June 30, 2021 shall be modified as follows:

1. A new Step 22 shall be added to the salary schedule and shall be equal to the value of Step 21.
2. A new Step 23 shall be added to the salary schedule and shall be equal to the value of Step 21.
3. A new Step 24 shall be added to the salary schedule and shall be equal to the value of Step 21.
4. A new Step 25 shall be added to the salary schedule and shall be equal to the value of Step 21.
5. A new Step 26 shall be added to the salary schedule calculated by increasing the value of Step 21 by 2%.

Following the modification of the salary schedule as described above, the salary schedule shall be increased by 1.5%.

Step increment for the 2021-2022 school year shall be granted effective July 1, 2021.

- All therapists who have been on Step 21 for one (1) year shall advance to the new Step 22.
- All therapists who have been on Step 21 for two (2) years shall advance to the new Step 23.
- All therapists who have been on Step 21 for three (3) years shall advance to the new Step 24.
- All therapists who have been on Step 21 for four (4) years shall advance to the new Step 25.
- All therapists who have been on Step 21 for five (5) years or more shall advance to the new Step 26.

2022-2023 School Year: Effective July 1, 2022, the salary schedule in effect on June 30, 2022 shall be increased by 1.5%. Step increment for the 2022-2023 school year shall be granted effective July 1, 2022.

2023-2024 School Year: Effective July 1, 2023, the salary schedule in effect on June 30, 2023 shall be increased by 1.5%. Step increment for the 2023-2024 school year shall be granted effective July 1, 2023.

2024-2025 School Year: Effective July 1, 2024, the salary schedule in effect on June 30, 2024 shall be increased by 1.5%. Step increment for the 2024-2025 school year shall be granted effective July 1, 2024.

*All unit members shall be paid via direct deposit.

Salary schedules for the Occupational and Physical Therapists for the 2021-2022, 2022-2023, 2023-2024, and 2024-2025 school years are as follows:

Salary Step	Effective 7/1/21	Effective 7/1/22	Effective 7/1/23	Effective 7/1/24
1	\$59,512.00	\$60,405.00	\$61,311.00	\$62,231.00
2	\$62,725.00	\$63,666.00	\$64,621.00	\$65,590.00
3	\$66,207.00	\$67,200.00	\$68,208.00	\$69,231.00
4	\$69,793.00	\$70,840.00	\$71,903.00	\$72,982.00
5	\$72,748.00	\$73,839.00	\$74,947.00	\$76,071.00
6	\$76,568.00	\$77,717.00	\$78,883.00	\$80,066.00
7	\$80,391.00	\$81,597.00	\$82,821.00	\$84,063.00
8	\$84,216.00	\$85,479.00	\$86,761.00	\$88,062.00
9	\$88,035.00	\$89,356.00	\$90,696.00	\$92,056.00
10	\$91,863.00	\$93,241.00	\$94,640.00	\$96,060.00
11	\$95,686.00	\$97,121.00	\$98,578.00	\$100,057.00
12	\$99,503.00	\$100,996.00	\$102,511.00	\$104,049.00
13	\$103,327.00	\$104,877.00	\$106,450.00	\$108,047.00
14	\$107,146.00	\$108,753.00	\$110,384.00	\$112,040.00
15	\$110,971.00	\$112,636.00	\$114,326.00	\$116,041.00
16	\$114,794.00	\$116,516.00	\$118,264.00	\$120,038.00
17	\$123,598.00	\$125,452.00	\$127,334.00	\$129,244.00
18	\$127,579.00	\$129,493.00	\$131,435.00	\$133,407.00
19	\$127,579.00	\$129,493.00	\$131,435.00	\$133,407.00
20	\$127,579.00	\$129,493.00	\$131,435.00	\$133,407.00
21	\$133,116.00	\$135,113.00	\$137,140.00	\$139,197.00
22	\$133,116.00	\$135,113.00	\$137,140.00	\$139,197.00
23	\$133,116.00	\$135,113.00	\$137,140.00	\$139,197.00
24	\$133,116.00	\$135,113.00	\$137,140.00	\$139,197.00
25	\$133,116.00	\$135,113.00	\$137,140.00	\$139,197.00
26	\$135,778.00	\$137,815.00	\$139,882.00	\$141,980.00

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. Effective July 1, 2024, all active employees retiring on or after July 1, 2024 will contribute 11% 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)