

**A G R E E M E N T**

**between**

**HUNTINGTON UNION FREE SCHOOL DISTRICT**

**and**

**UNITED PUBLIC SERVICE EMPLOYEES UNION**

**REGISTERED PROFESSIONAL NURSES**

**2011-2015**

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Agreement between the BOARD OF EDUCATION OF THE HUNTINGTON UNION FREE SCHOOL DISTRICT, (hereafter, termed the "District"), and the UNITED PUBLIC SERVICE EMPLOYEES UNION, (hereafter, termed the "Union"), Registered Professional Nurses, is mutually agreed as follows:

## ARTICLE I

### RECOGNITION AND UNCHALLENGED REPRESENTATION STATUS

- A. By virtue of a Resolution adopted by the Board of Education United Public Service Employees Union is recognized as the exclusive representative of the employees of the Registered Nurse staff, including all nurses, excluding all other employees.
- B. The Union shall be such sole agent of the above enumerated personnel for the maximum period permitted under Section 208.2 of the Public Employees Fair Employment Act.
- C. Dues Deduction.
  - 1. The Board agrees to the deduction of a uniform amount from the salaries of members of the Union for dues for the Union, as said members individually and voluntarily authorize the Board to deduct, and to transmit the monies to United Public Service Employees Union, 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779.
  - 2. Deductions referred to above shall be made in equal installments from the first twenty (20) paychecks for employees, starting with the first paycheck in September. The Union shall provide the Board with copies of the original signed dues authorization forms of those employees who have voluntarily authorized the Board to deduct dues for the Union and provide the Board with a certification in writing of the rate of its membership dues for the ensuing school year. The Union agrees not to change the deduction rate nor the total amount of dues deducted more than once during the course of the school year.
  - 3. The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article.
- D. Agency Fee

The District shall notify all employees who are currently on the payroll within the titles covered by this Agreement, within the time covered by this Agreement that those employees who are not members of the Union shall have deducted from their salaries an Agency Fee.

Every employee appointed after the effective date of this Agreement who does not join the Union at the time of appointment shall have an agency fee deducted. If the employee joins the Union, such agency fee deduction shall be discontinued on the same date the dues check-off authorization takes effect. The Union shall be obligated to immediately provide the District with the name of any employee in connection with whom such agency fee deduction should be discontinued.

An employee who terminates Union membership shall have deducted from his/her salary an agency fee. Such agency fee shall be effective on the same date as the revocation of authorization for dues deduction takes effect.

The agency fee for each employee covered by this Agreement shall be deducted from the employee's regular paycheck only and shall be in an amount equal to the periodic dues levied by the Union for employees in the affected titles as currently checked off by the School District, and except as referred to in this Article, shall be deducted in accordance with the same rules and procedures currently employed by the District in connection with the authorized dues deduction. The Union shall certify to the School District the appropriate amount of rate for the agency fee deduction.

Changes in the amount of any agency shop fee deduction shall be effective at the same times as is the practice with change in membership dues deductions. Request for changes in the rate of dues deduction shall be deemed to be a request for a change in the agency fee.

Upon receipt by the School District of notice of change in the amount of the agency fee deductions, employees having the agency fee deduction shall be notified in writing by the payroll office of the change in the amount to be deducted periodically and the date on which such new deduction will begin. A copy of this notice shall be sent to the Union.

The Union shall refund to the employees any agency fees wrongfully deducted and transmitted to the Union.

No assessments of any kind or nature will be collected through the agency fee deduction.

The District shall not be liable in the operation of the agency fee deduction for any mistake or error of judgment of any other act of omission or commission, and the Union agrees for itself, its successors and assigns to at all times indemnify the District and/or the Board of Education against any and all claims, suits, actions, costs, charges and expenses including court costs and reasonable attorneys fees, and against all liability and losses and damages of any nature whatsoever that the District and/or the Board of Education shall or may at any time sustain or be put to by reason of the inclusion of the above Agency Fee Article in the collective bargaining agreement between the Union and the District. In addition, upon request by the Board of Education the Union will provide an attorney to defend the Board in any claim against the Board arising out of the deduction

and transmittal of agency fee as referred to above. Should the Board decide to retain its own counsel in such action, the Union will not be liable for the Board's attorney's fees.

The Union affirms that it will establish and will maintain a procedure which provides for the refund, to any employee demanding the same, or any part of an agency fee which represents the employee's pro rata share of expenditures by the Union in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment. It is expressly agreed that in the event such procedure is disestablished by any of the above-referred-to organizations, then this Article insofar as it relates to agency fee deduction, shall be null and void.

## ARTICLE II

### TERM OF CONTRACT

This contract shall commence July 1, 2011 and terminate June 30, 2015.

## ARTICLE III

### WORK WEEK/WORK YEAR

- A. The school calendar for Registered Professional Nurses (RPNs) shall consist of 182 days.
- B. Should the RPNs find the need, two (2) days will be provided prior to the beginning of the school calendar year to prepare for new entrants. This will be compensated at the overtime rate of pay.
- C. All RPNs shall be entitled to a forty-five (45) minute lunch break and one fifteen (15) minute rest break daily to be scheduled by the building principal.

## ARTICLE IV

### BENEFITS

- A. Health Insurance: Empire Plan – Core Plan plus Enhancements
  - 1. The Board shall contribute 85% of the cost of the premium for the family plan and 85% of the cost of the premium for the Individual plan under the Empire Plan. Effective March 3, 2014, new hires shall be required to contribute 20% to the cost of premium for individual or family coverage.
  - 2. Effective July 1, 2001, any unit member shall have the option of withdrawing from the health insurance plan and receiving 50% of the cost of the premium paid by the District for every 12 month period of withdrawal from coverage. Effective March 3, 2014 and thereafter, the payment in exchange for

withdrawing from the health insurance family plan shall be \$8,602. As to employees hired March 3, 2014 and thereafter, the payment shall be \$6,452. In implementing this provision, the following rules shall apply:

- (a) This benefit will only be available to a unit member who has participated in the plan for at least 12 months prior to the execution of this Memorandum of Agreement elects to waive coverage.
- (b) Payment shall be made at the end of each twelve (12) month period.
- (c) Re-entry into the plan shall otherwise be pursuant to the rules of the plan.
- (d) The New York State Department of Civil Service's Memorandum of May 15, 2012, Number 122r3, purports to prohibit health insurance buy outs (receiving a payment for dropping health insurance coverage) where a spouse is covered by the New York State Health Insurance Plan ("NYSHIP").

The District recognizes that a lawsuit has been filed in State Supreme Court, Albany County (Index No. 6860-12) to declare Memorandum Number 122r3 unlawful and for related relief. A declaratory action has also been filed before PERB (DR-130 and DR-131) seeking to declare such buy outs to be mandatorily negotiable notwithstanding Memorandum Number 122r3. Pending resolution of that litigation, the District shall enforce the rule as set forth in the May 15, 2012 memorandum effective January 1, 2014.

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

B. Retiree Health Insurance

A retiring employee who has been employed in the District a minimum of five years, who at the time of retirement has been enrolled in the State Health Insurance Program, which has been in effect for at least five years prior to such retirement, shall be entitled to have such policy continued for his/her benefit at the same percentage contribution to the premium by the Board at the time of the employee's retirement. The Board's obligation to make said contribution shall cease upon the employee's death.

C. Unused Sick Leave

Retiring employees shall be granted the benefits and privileges to the extent provided in Section 41J of the New York State Retirement and Social Security Law dealing with service credit for unused sick leave, including the leave granted under Article VI (C).

Retiring employees eligible pursuant to Article IV (B), shall be permitted to utilize accumulated unused sick days at the daily rate of pay at the time of retirement towards payment of health insurance premiums in retirement until such funds are exhausted.

D. Dental Insurance

Unit employees shall be entitled to participate in the District's dental plan. Contribution shall be made on the basis of 80% of the cost of premium paid by the District and 20% paid by the employee.

E. Disability Insurance

The District shall contribute the sum of \$125.00 per year for each member toward the purchase of a disability policy. Effective July 1, 2007, the District shall increase its contribution to the maximum amount it ratifies for any other District unit represented by U.P.S.E.U. during the term of this contract.

F. Group Term Life Insurance

The Board will make available to the Unit a group term life insurance policy with accidental death and dismemberment benefits in the face amount equal to the annual salary of each employee as set forth in his/her contract rounded off to the nearest \$500. The Board shall pay 75% of the premium for such insurance.

G. Flexible Benefits Plan

The Board will participate in a menu type Flexible Benefits Plan pursuant to Section 125 of the Regulations of the Internal Revenue Service.

H. Employee Assistance Program

The District shall participate in an Employee Assistance Program (EAP), the total annual cost of which shall not exceed \$10,000 for all employees of the District.

I. Credit Union

Employee may request payroll deductions for transfer of funds to Teachers Federal Credit Union.

J. Tax Sheltered Annuities

The Board of Education shall accept applications from interested members of this unit for reduction in or deduction from the contract salaries, the amount of such deductions to be remitted to a tax-sheltered annuity program pursuant to Section 403(b) of the IRS Code, and approved by the Board of Education. The District reserves the right to request a save harmless clause from participating companies.

K. Retirement Plan

Qualified employees will be eligible for benefits under Sections 75e, 75, 75i and 41j of the New York State Employee's Retirement System.

L. Transfer of Members Between Systems

Employees shall enjoy all of the rights and privileges to the extent provided in Section 43 of the New York State Retirement and Social Security Law dealing with the transfer of service credit from one retirement system to another.

M. Mileage Reimbursement

Nurses required to cover a shift in a building other than their regularly assigned building shall be entitled to mileage reimbursement for use of their automobile at the current IRS rate.

## ARTICLE V

### SICK LEAVE AND SICK LEAVE BANK

A. Sick Leave

1. Employees may use or accumulate 15 sick days a school year. Any days not used shall accumulate without limit. An employee may use all of his/her accumulated days without loss of pay for personal illness. A unit member may use no more than 45 working days during the school year because of serious illness in the family or serious illness of a nearest relative, without loss of pay. For the purpose



of this provision, family and nearest relative shall mean husband, wife, children, father and mother, brothers and sisters, grandfather and grandmother, father-in-law and mother-in-law, grandchildren, brother/sister-in-law, son/daughter-in-law and any other members of the household of which the employee is a part.

2. Employees may accumulate 10 half-day sick days per school year accumulated to a maximum of 150 days. An employee may use all of his/her accumulated sick days without loss of pay for personal illness. Employees may then use their accumulated half-days for their personal illness until all half-days have been exhausted without loss of pay.
3. When a Nurse is absent for any reason, the principal should be notified in time sufficient to secure a substitute nurse. Such notification should take place at least one hour prior to the opening of the school day.

**B. Sick Leave Bank**

1. On March 15, 1999, the Board of Education established a Sick Leave Bank in order to assist a nurse who suffers prolonged illnesses (due to illness and/or accident) beyond their personal accumulations of full and half sick days. On March 15, 1999, each nurse who had been employed 12 months or more by said date contributed one day of his/her sick leave for the 1998-99 year. On July 1, 1999, each nurse who had been employed 12 months or more by July 1, 1999 shall contribute an additional day of his/her sick leave for the 1999-00 year.
  - a. Each July 1<sup>st</sup> thereafter, each nurse who has been employed 12 months or more by that July 1<sup>st</sup> shall contribute an additional one day of his/her sick leave to the sick bank unit until the sick bank reaches at least 50 days.
  - b. If on July 1<sup>st</sup> of a year, 50 or more days remain in the sick bank, no donations to the bank will be made that year. Donations will be made as stated before when the sick bank falls below 50 days on a subsequent July 1<sup>st</sup>.
  - c. The Board of Education will contribute an equal number of days to this sick bank.
2. Eligibility for participation in the sick leave bank as set forth herein shall be limited to full-time nursing employees.
3. To become eligible for Sick Leave Bank Days, a nurse must deplete his/her total of full sick days and half sick days. In no event shall the Board of Education be obligated to pay for any additional sick leave days in excess of the number of days contained in the Sick Leave Bank.

4. The Board shall have the option of having the illness certified in writing by a physician approved by the Board.
5. Subject to the provisions of Paragraph 4, control over approving and disapproving request for use of the Sick Leave Bank will rest solely with the Nurses Sick Leave Bank Committee which agrees to administer the bank without prejudice or discrimination against any members of the unit. The Nurse Sick Leave Bank Committee shall be composed of two administrators and two nurses selected by the nurses. The committee members shall select a chair of the committee.
6. Requests for use of the Sick Leave Bank shall be submitted in writing to the Chair of the Nurses Sick Leave Bank. All decisions in regard to these requests will be communicated to the Assistant Superintendent for Finance and Management Services.

## ARTICLE VI

### OTHER SHORT-TERM LEAVES OF ABSENCE

#### A. Death in the Immediate Family or of Nearest Relative

1. A maximum of five days without loss, of pay will be allowed for absence due to a death in the immediate family, or of nearest relative. Such a leave shall be taken within the seven days following such death. For the purpose of this provision, immediate family or nearest relative shall be defined as follows: husband, wife, children, step-children, father and mother, brothers and sisters, grandfather and grandmother, father/mother-in-law, grandchildren, brother/sister-in-law, son/daughter-in-law and any other members of the household of which the nurse is a part.
2. In the case of the death of more distant relative or close friend, absences shall be permitted under the personal leave provisions set forth below.

#### B. Birth in Immediate Family

One day shall be permitted for absence with pay due to a birth in the immediate family. For the purpose of this provision, immediate family shall be defined as Nurse's wife.

#### C. Personal Leave

1. A maximum of four days per year (non-cumulative as personal leave) shall be allowed with pay for the discharge of important family, legal and religious responsibilities that cannot be handled outside of regular work time, or for other personal accident emergencies.

2. All nurses are required to give reasonable notice to their principal in advance of requests for such leave and state on a written form the generic reason for which the leave is to be taken.
3. Although not cumulative as personal leave, personal days not taken each year will be added to an employee's accumulated sick leave entitlement.

D. Public Obligations

Employees shall be permitted to take time off with pay which is necessary for the purpose of performing Jury duty, giving testimony in court and performing other public duties, obligations or services, provided that leaves for such public duties, obligations and services are subject to the approval of the Superintendent.

E. Professional Purposes

1. Employees may be excused for absence to attend educational visitations, conferences, trips or meetings without loss in salary or accumulated sick leave, provided the principal and Superintendent approve such absence in advance. This shall apply to conferences and activities of one day's duration for which no reimbursement of expenses is expected. (For regulations governing conferences, travel, etc., necessitating more than one day's absence and for which reimbursement is expected, see Professional Conferences).
2. Educational visitations, conferences, trips or meetings for which employees expect reimbursement for necessary expenses must be approved in advance by the Board. Written application for such approval shall be made on forms prescribed by the Board, together with supporting receipts and pertinent documents.
3. Mileage reimbursement for transportation by personal automobile will be made at the current IRS rate.

F. Professional Conferences

Employees who are interested in attending the New York State School Nurses' Association conferences and other conferences of recognized professional value shall be granted such leave with pay as is necessary in order to discharge their obligations as delegates to such conferences. Such leave shall not be charged against sick leave. The number of such delegates shall not exceed two (2) each. The District shall approve a minimum of one for long distance trips, one additional may be approved at the discretion of the Superintendent of Schools. Employees may also be excused to attend educational visitations, nurse conferences, trips, or meetings without loss in salary or charge against sick leave provided that the principal and Superintendent approve such absence in advance. This should be done on a rotating basis thereby allowing all district nurses to participate.

## ARTICLE VII

### GRIEVANCE PROCEDURE

No grievance may be brought pursuant to this Article unless the grievant has filed a written statement of the nature of the grievance with his/her supervisor within sixty (60) days of the event or action, which is alleged to constitute the grievance.

#### Step One

##### Informal Stage

The aggrieved employee shall orally present his/her grievance to his/her immediate supervisor who shall orally and informally discuss the grievance with the aggrieved employee. The immediate supervisor shall render his/her determination to the aggrieved employee within five (5) school days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved by this procedure, the employee may proceed to Formal Stage 2.

#### Step Two

##### Formal Stage

- a) Within five (5) days after a determination has been made at the first stage an aggrieved employee may make a written request to the Superintendent of Schools or his/her designee for a review and re-determination of his/her grievance.
- b) The Superintendent of Schools or his/her designee shall immediately notify the aggrieved employee and his/her representative and immediate supervisor to submit written statements to him/her within five (5) school days setting forth the specific nature of the grievance, the facts relating thereto and the determination previously rendered.
- c) If an information hearing is requested in the written statement of either party pursuant to paragraph "b" above, the Superintendent of Schools or his/her designee shall notify all parties concerned in the case of the time and place where such hearing will be held, where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within five (5) school days of receipt of the written statements pursuant to paragraph "b".
- d) The Superintendent of Schools or his/her designee shall render his/her determination within ten (10) school days after the written statements pursuant to paragraph "b" have been presented to him/her.

### Step Three

#### The Board of Education Stage

Within the five (5) days after the final administrative decision, the employee alleging the grievance may request in writing that the Superintendent submit to the Board of Education a summary of the proceedings. The Board shall act upon the matter within thirty (30) days after the employee's written request has been submitted to the Superintendent.

## ARTICLE VIII

### MISCELLANEOUS MATTERS

#### A. Conformity to Law

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and no substitute provision shall be established except upon consultation between the parties.

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

#### B. SECTION 204 OF THE TAYLOR LAW

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THE AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

#### C. No-Strike Pledge

The Union and the Board of Education subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union therefore 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 a strike.

ARTICLE IX  
SALARY AND LONGEVITY

A. Starting Salaries

Effective July 1, 2011, the starting salary shall be \$37,191  
Effective July 1, 2012, the starting salary shall be \$37,935  
Effective July 1, 2013, the starting salary shall be \$38,694  
Effective July 1, 2014, the starting salary shall be \$39,390

B. Annual Wage Increases

C. Daily/Hourly Rate

The daily rate of pay shall be determined by dividing the annual salary by 200 day work year. The hourly rate shall be determined by dividing the daily rate by a seven (7) hour work day.

D. Overtime Rate

The overtime rate shall be determined by multiplying the hourly rate by one and one-half (1½). This rate shall be used for work performed after 35 hours/week. Additionally, this rate shall be used for all work performed in connection with Kindergarten registration and summer physicals.

E. Longevity

Effective July 1, 2011, at the completion of an employee's 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup> and 25<sup>th</sup> years of continuous service in the District, each employee shall receive longevity increases as follows:

Year 10 - \$781  
Year 15 - \$844 (total \$1,625)  
Year 20 - \$907 (total \$2,532)  
Year 25 - \$907 (total \$3,439)

Effective July 1, 2012, the above increments shall be as follows:

Year 10 - \$797  
Year 15 - \$860 (total \$1,657)  
Year 20 - \$925 (total \$2,582)  
Year 25 - \$925 (total \$3,507)

Effective July 1, 2013, the above increments shall be as follows:

Year 10 - \$813  
Year 15 - \$878 (total \$1,691)  
Year 20 - \$943 (total \$2,634)  
Year 25 - \$943 (total \$3,577)

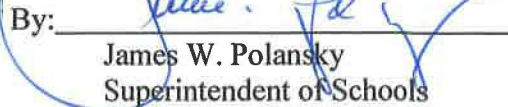
Effective July 1, 2014, the above increments shall be as follows:

Year 10 - \$828  
Year 15 - \$893 (total \$1,721)  
Year 20 - \$960 (total \$2,681)  
Year 25 - \$960 (total \$3,641)

IN WITNESS WHEREOF, the parties have set their hands and seals this 20 day of March, 2015.

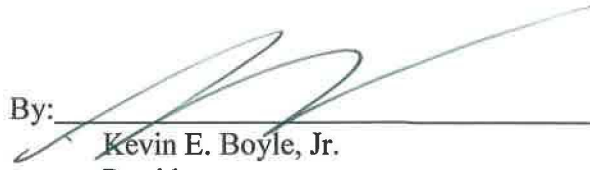
BOARD OF EDUCATION  
HUNTINGTON UNION FREE SCHOOL DISTRICT

Date: 3/20/2015

By:   
James W. Polansky  
Superintendent of Schools

UNITED PUBLIC SERVICE EMPLOYEES UNION

Date: 3-11-2015

By:   
Kevin E. Boyle, Jr.  
President

Date: 3/18/2015

By:   
Nursing Unit President