Title: Harborfields Central School District of Greenlawn and Harborfields Central School District of Greenlawn School Nurses Unit, United Public Service Employees Union (UPSEU) (2011)

Employer Name: Harborfields Central School District of Greenlawn

Union: Harborfields Central School District of Greenlawn School Nurses Unit, United Public Service Employees Union (UPSEU)

Local:

Effective Date: 07/01/2011

Expiration Date: 06/30/2015

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AGREEMENT

between the

HARBORFIELDS CENTRAL SCHOOL DISTRICT OF GREENLAWN

and the

UNITED PUBLIC SERVICE EMPLOYEES UNION

SCHOOL NURSES UNIT

July 1, 2011 through June 30, 2013
<table>
<thead>
<tr>
<th>Article</th>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Recognition and Union Status</td>
<td>2</td>
</tr>
<tr>
<td>II</td>
<td>Dues Deductions and Agency Fee</td>
<td>3</td>
</tr>
<tr>
<td>III</td>
<td>Management Rights</td>
<td>5</td>
</tr>
<tr>
<td>IV</td>
<td>Compensation</td>
<td>6</td>
</tr>
<tr>
<td>V</td>
<td>Work Year and Work Day</td>
<td>8</td>
</tr>
<tr>
<td>VI</td>
<td>Paid Leaves</td>
<td>9</td>
</tr>
<tr>
<td>VII</td>
<td>Unpaid Leaves</td>
<td>12</td>
</tr>
<tr>
<td>VIII</td>
<td>Insurance Benefits</td>
<td>13</td>
</tr>
<tr>
<td>IX</td>
<td>Retirement</td>
<td>16</td>
</tr>
<tr>
<td>X</td>
<td>Tax-Sheltered Annuity</td>
<td>17</td>
</tr>
<tr>
<td>XI</td>
<td>General Clauses</td>
<td>18</td>
</tr>
<tr>
<td>XII</td>
<td>Grievance Procedure</td>
<td>19</td>
</tr>
<tr>
<td>XIII</td>
<td>Terms of Agreement</td>
<td>20</td>
</tr>
<tr>
<td>XIV</td>
<td>Taylor Law Notice</td>
<td>21</td>
</tr>
</tbody>
</table>
AGREEMENT made and entered into this 7th day of May, 2013 by and between the Board of Education, Harborfields Central School District of Greenlawn, Greenlawn, New York (hereinafter termed the "District"), and the undersigned United Public Service Employees Union, 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779-3020, School Nurses Unit (hereinafter termed the "Union"); wherein it is mutually agreed as follows:
ARTICLE I - RECOGNITION AND UNION STATUS

The District recognizes the Union as the exclusive bargaining agent for all permanent full-time School Nurses regularly working more than 20 hours per week.
ARTICLE II – DUES DEDUCTIONS AND AGENCY FEE

A. Dues

1. The District agrees to deduct from the salaries of unit employees dues for the Union as said employees individually and voluntarily authorize the District to deduct, and to transmit the monies so collected promptly to the Union. Employee authorization shall be in writing on forms mutually approved by the District and the Union.

2. Deductions referred to above shall be made in the following manner:

   a. The Union shall certify to the District in writing its current rate of dues. Changes in the rate of membership dues shall become effective on the pay date next following the passage of thirty (30) days from receipt of notice from the Union.

   b. The total annual membership dues, certified as mentioned above, shall be deducted in ten (10) equal installments beginning with the second pay period in October, and thereafter in every other pay period.

   c. No later than thirty (30) days prior to the second scheduled pay date in October, the Union shall provide the District with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the District to deduct dues, except for such employees whose original signed dues authorization cards were previously submitted to the District.

3. Additional authorizations, submitted after the schedule set forth in paragraph 2 (c) above, shall be honored and become effective on the pay date next following the passage of thirty (30) days after receipt by the District. Such dues shall then be deducted at the same rate and at the same time as the installment payments set forth in paragraph 2 (b).

4. The District shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to the Union.

5. An employee may withdraw his authorization by written notice given to the District. The District shall promptly notify the Union upon receipt of any such notice. Said withdrawal shall become effective on the pay day next following the passage of thirty (30) days from the District’s receipt of that notice.
B. **Agency Fee**

1. Subject to the provisions of law, each employee of the District performing unit work who is not a member of the Union will pay to the collective bargaining agent each month a service fee toward the administration of this Agreement and the representation of such employee in collection negotiations provided, however, that such employee shall have available to her/him membership in the Union.

2. Said service fee shall be certified to the District by the Union. The fee shall be apportioned for any part-time or limited employment.

3. The District shall deduct such fee in the same manner that membership dues are deducted. The Union shall supply the District with a list of names of non-members at least thirty (30) days prior to any regularly scheduled pay date; whereupon service fee deductions shall be made for the balance of that year.

4. The Union will adopt a refund procedure consistent with law.

C. If earnings are insufficient to cover dues, payment for such dues shall be made by the employee directly to the Union.

D. The Union agrees to save and hold harmless the District from all loss, expenses, damages, costs, and attorney fees limited only to the attorneys provided by the Union that may accrue as a result of the aforesaid contract provisions by reason, of any actions or suits brought against the District.
ARTICLE III – MANAGEMENT RIGHTS

Subject to the provisions of this Agreement and applicable law, the District retains full responsibility and sole right of management of the District, its business affairs and property, including, but without limitation, the right to supervise and direct the working forces; to plan, control, increase, decrease, transfer, or discontinue operations; to establish work and school schedules; to hire, and promote employees; to increase or decrease the working force; and to suspend, discharge, and discipline employees in accordance with law.
ARTICLE IV – COMPENSATION

A. Salary

During the term of this Agreement, the salaries of unit members shall be increased as follows:

- Effective 7/1/11: 1.25%
- Effective 7/1/12: 1.25% plus $3000 added to base salary
- Effective 7/1/13: 1.25% plus $3000 added to base salary
- Effective 7/1/14: 1.25%

With respect to the salary increases for the 2012-13 and 2013-14 school years, the $3000 flat dollar increase to base salary shall be applied after the 1.25% multiplier is applied to the prior year’s salary.

B. Longevity

Unit members hired before July 1, 2012 shall receive longevity increases as follows:

- After the completion of five (5) years of full-time service: $500
- After the completion of ten (10) years of full-time service: $2,500 (additional)

Effective July 2, 2011:

- After the completion of fifteen (15) years of full-time service: $500 (additional)

Unit members hired on or after July 1, 2012 shall receive longevity increases as follows:

- After the completion of ten (10) years of full-time service: $2,500
- After the completion of fifteen (15) years of full-time service: $500 (additional)
C. In the event of the death of an employee of the District, payment will be made to his/her estate for all compensation due said employee to the date of his/her death.
ARTICLE V - WORK YEAR AND WORK DAY

A. Work Year

The work year for all Unit employees shall be ten (10) months in accordance with the work calendar for members of the United Teachers of Harborfields bargaining Unit (UTH). Any Unit member required to work beyond the normal work year will receive payment in the amount of $\frac{1}{200}$th of their annual base salary per day.

B. Work Day

The normal work day for all Unit employees shall be seven and one-half (7 1/2) hours, exclusive of lunch.

C. Overnight Trips

Overnight trips to be paid at the instructional rates for Chaperone and/or overnight trips.
ARTICLE VI - PAID LEAVES

A. Sick Days

1. Unit members will receive twelve (12) days per year for personal illness. Individuals who begin service on a date other than the first day of the school year (September 1) will receive a prorated amount of sick and leave in their first year of service. Individuals who separate from District service prior to the end of a school year (i.e. between September 1 and June 29) will accrue a prorated amount of sick leave in their final year of service.

2. Employees who will be absent from work due to illness must notify their supervisor no later than two (2) hours prior to the start of their shift whenever possible.

3. The District may require a medical certificate from the employee's physician after three (3) consecutive days of absence. Failure to provide same within five (5) days of the request shall result in denial of sick leave for the days of absence.

4. Unused sick leave may be accumulated annually without limit.

B. Personal Days

1. Unit members will receive three (3) days per year for personal business subject to approval by the Building Principal or his/her designee. Personal Days are provided for personal business that can only be accomplished during the work day. Individuals who begin service on a date other than the first day of the school year (September 1) will receive a prorated amount of personal leave in their first year of service. Individuals who separate from District service prior to the end of a school year (i.e. between September 1 and June 29) will accrue a prorated amount of personal leave in their final year of service.

2. Personal days may be used for personal business and/or personal obligations such as:
   a. Legal matters including house closings, income tax hearings, adoption proceedings, court appearances, probating wills and the like;
   b. Ceremonies such as family weddings, graduations and religious exercises;
   c. Moving;
d. Emergency family accidents, doctor or hospital visits;
e. Funerals of relatives other than immediate family;
f. Any other purpose which the Superintendent may deem appropriate upon application stating the specific reasons.

Personal days may not be used for purposes of involvement in community affairs, for social causes or the like. Extension of holidays or vacations does not constitute personal reasons.

3. For any personal days to be granted, a request must be filed with the Building Principal and Central Office at least five (5) working days in advance on a form provided by the District. This notice may be waived in the event of an emergency at the discretion of the Superintendent or his/her designee.

All requests for personal days are subject to the approval of the central office and the employee's supervisor.

4. In filing the District request form for personal leave, the unit member shall state the category of the personal business or personal obligation, such as "legal", "ceremonial", "moving", "emergency medical", "funeral", "religious".

5. All unused personal leave shall be transferred to the School Nurse's accumulated sick leave account as of June 30 each year.

C. Workers' Compensation

A School Nurse sustaining an on-the-job physical injury within the scope of his/her employment which is not the result of his/her own negligence shall not have the recovery period deducted from accumulated sick leave, nor lose any salary during such period; provided however, that such period shall not exceed the waiting period for Workers' Compensation as provided by New York State Law.

D. Jury Duty

Employees covered by this Agreement who are required to serve Petit Jury Duty shall receive their regular pay to a maximum of two (2) weeks.

Employees covered by this Agreement who are required to serve Grand Jury Duty shall receive their regular pay to a maximum of three (3) weeks.

An employee seeking jury pay from the District must transmit all jury pay, excluding mileage allowance, from any and all other sources to the District. Employees shall notify the District on the first workday following their receipt of a notice to serve on jury duty.
E. Bereavement Days

In the event of a death in the immediate family, unit members may charge to their sick leave accumulation a total of five (5) days in any one (1) school year. “Immediate family” shall be defined as spouse, children, siblings, parents, or parents-in-law.
ARTICLE VII – UNPAID LEAVES

A. Temporary Leaves of Absence

1. A leave of absence without pay of up to one (1) year may be granted for personal reasons upon the recommendation of the Superintendent and at the discretion of the Board of Education.

2. Requests for leaves must be submitted in writing at least ninety (90) days in advance of the commencement of such leave. In the event of an emergency situation, this prior notice requirement may be waived by the Superintendent.

3. The commencement date and termination date of any approved leave of absence shall be fixed by the Board of Education. All requests for early return from an approved leave are subject to approval by the Superintendent and the Board of Education.

4. An individual on an approved leave without pay shall neither be entitled to nor accrue any benefits under this Agreement with the exception of health insurance which may be continued at full cost to the employee. The provisions of "Leaves of Absence With Pay" do not apply to any staff member while on leave of absence without pay.

5. At least ninety (90) days prior to the expiration date of a leave of absence, the employee shall submit a letter to the Superintendent indicating his/her intention to return or announcing his/her resignation as an employee. An employee on leave for less than a full calendar year must submit said letter at least sixty (60) days prior to the expiration of the leave. In the event written notice of intent to return is not received, the District shall notify the employee that unless written notice is received within ten (10) days, the employee will be deemed to have abandoned the position.

6. Any requests for an extension of an approved leave must be submitted in writing at least ninety (90) days prior to the expiration date of the approved leave. All requests for an extension of an approved leave are subject to approval by the Superintendent and the Board of Education.

B. Child Care Leaves

Child Care leaves of absence shall be treated as other leaves under Section VII (A).
ARTICLE VIII - INSURANCE BENEFITS

A. Health Insurance

1. Contribution Rates

The parties shall contribute the following percentages towards the cost of health insurance premiums:

a. For employees hired before July 1, 2012:

(i) Through and including June 30, 2012:

<table>
<thead>
<tr>
<th></th>
<th>Employee</th>
<th>District</th>
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</thead>
<tbody>
<tr>
<td>Individual Coverage</td>
<td>5%</td>
<td>95%</td>
</tr>
<tr>
<td>Family Coverage</td>
<td>15%</td>
<td>85%</td>
</tr>
</tbody>
</table>

(ii) Effective July 1, 2012:

<table>
<thead>
<tr>
<th></th>
<th>Employee</th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual Coverage</td>
<td>15%</td>
<td>85%</td>
</tr>
<tr>
<td>Family Coverage</td>
<td>15%</td>
<td>85%</td>
</tr>
</tbody>
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b. For employees hired on or after July 1, 2012

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<tr>
<th></th>
<th>Employee</th>
<th>District</th>
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</thead>
<tbody>
<tr>
<td>Individual Coverage</td>
<td>25%</td>
<td>75%</td>
</tr>
<tr>
<td>Family Coverage</td>
<td>25%</td>
<td>75%</td>
</tr>
</tbody>
</table>

2. Declination of Health Insurance

Employees who are eligible for health insurance, and who certify in writing that they possess other health insurance coverage, and who voluntarily decline such coverage for one (1) full year shall be eligible for a
declination payment in the amount of one thousand dollars ($1,000) on the anniversary date of declination.

Notwithstanding the foregoing paragraph, no employee shall be eligible for the foregoing declination payment if the employee is ineligible for same pursuant to the rules of NYSHIP.

3: Retired Staff

The District shall continue to pay the premiums for the health insurance benefits, excluding Excess Major Medical / Optical (if applicable), of those Unit members who retire with the NYS Employee Retirement System after having completed seven (7) years of service in the District. For employees hired on or after July 1, 2012, the requirement shall be increased to ten (10) years of completed service.

B. Dental Insurance

The parties shall contribute the following percentages towards the cost of Dental insurance premiums:

<table>
<thead>
<tr>
<th></th>
<th>Employee</th>
<th>District</th>
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</thead>
<tbody>
<tr>
<td>Individual Coverage</td>
<td>20%</td>
<td>80%</td>
</tr>
<tr>
<td>Family Coverage</td>
<td>20%</td>
<td>80%</td>
</tr>
</tbody>
</table>

Those electing to participate shall authorize the District to make the necessary deductions from their payroll checks. These deductions, if any, will be determined at the time of the adoption of the particular plan and will be spread evenly during the course of the remaining contract year.

C. Optical Insurance

The District will provide optical insurance coverage at the following contribution levels:

<table>
<thead>
<tr>
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<th>Employee</th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual Coverage</td>
<td>0%</td>
<td>100%</td>
</tr>
<tr>
<td>Family Coverage</td>
<td>10%</td>
<td>90%</td>
</tr>
</tbody>
</table>

D. Life Insurance

1. The District will provide full-time Unit members with a fully paid term life
insurance policy in the sum of $50,000. Unit members shall have the option to purchase additional life insurance (maximum of $50,000) at employee expense, subject to the regulations and requirements of the insurance carrier.

2. If permitted under the Policy, the District shall allow retirees to purchase coverage under the Policy at the retiree's sole cost and expense.

E. Cafeteria Plan

All benefits of the District's Cafeteria Plan ("Section 125" or "Flexible Benefit Plan") will be made available to the members of the bargaining unit, including but not limited to the ability to make health insurance contributions through the Cafeteria Plan. The terms and conditions of the Cafeteria Plan shall not otherwise be subject to negotiations between the Union and the District.

F. Disability Insurance

The District shall provide employees with a long term disability plan effective July 1, 2011. The maximum District contribution per employee shall be $150.00 per year.
ARTICLE IX - RETIREMENT

A. The Board of Education will continue to make contributions necessary for the existing retirement program under Section 75-i of the New York State Employees Retirement System Pension Fund.

B. Payment for Unused Accumulated Sick Days:

1. For employees hired before July 1, 2012:

Upon retirement from the District for the purpose of receiving payments from NYSERS, unit members shall receive the equivalent of one (1) day's salary, based on 1/200th of annual base salary, for each three (3) days of unused, accumulated sick days. Any unused, accumulated sick days in excess of two hundred sixty (260) days shall not be counted for the purpose of this retirement payout.

2. For employees hired on or after July 1, 2012:

Upon retirement from the District for the purpose of receiving payments from NYSERS, unit members who have completed five (5) years of continuous service with the District prior to retirement shall receive the equivalent of one (1) day's salary, based on 1/200th of annual base salary, for each five (5) days of unused, accumulated sick days. Any unused, accumulated sick days in excess of two hundred, sixty (260) days shall not be counted for the purpose of this retirement payout.
ARTICLE X - TAX SHELTERED ANNUITY

Unit members shall have the right to enroll in a tax-sheltered annuity program in accordance with the District's 403(b) Plan Document.
ARTICLE XI – GENERAL CLAUSES

A. Savings Clause

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. 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. Zipper Clause

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

C. No Strike Pledge

In consideration of the recognition by the District of the Union as the sole and exclusive bargaining representative of said employees, the Union does hereby affirm a policy that it does not assert the right to strike against the District, nor will it assist in or participate in any such strike by the employees nor will it impose any obligation on said employees to conduct, assist or participate in a strike. Strikes are defined to include work stoppage or any other concerted interference by employees with the operations of a public service or function.
ARTICLE XII - GRIEVANCE PROCEDURE

Step 1

A grievance shall be defined as a claim by an employee that, during the term of this Agreement as defined in Article XIII, there has been a violation of this Agreement with respect to him or her. Any grievance must be submitted to the Building Principal within five (5) working days of the event complained of. It shall be signed by the aggrieved employee and shall recite the events giving rise to the grievance, the date the violation allegedly occurred, and state the section of the Agreement claimed to have been violated. The Principal shall answer same in writing within five (5) working days of its submission. The written grievance shall be signed by the affected employee and a union representative.

Step 2

In the event the grievance is not satisfactorily adjusted at Step 1, the Union may within five (5) working days from the date of the employee's receipt of the written answer, submit a written appeal to the Superintendent of Schools, who shall respond in writing within five (5) school days of its receipt.

Step 3

In the event that the grievance is not satisfactorily adjusted at Step 2, the Union may submit same to arbitration in accordance with the following provisions:

A. The arbitrator shall have no jurisdiction to consider: (1) any question not directly related to the interpretation of explicit provision(s) of the Agreement; (2) any grievance based on an event which occurred more than five (5) months prior to the written grievance or which was not submitted to arbitration within thirty (30) working days of the written grievance.

B. The arbitrator shall be chosen by the parties in each separate case pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. He/she shall strictly conform to the provisions of this Agreement, shall decide only the grievance adjudicated, and shall not render any decision modifying, amending or adding to the Agreement. The arbitrator's decision shall be advisory only.
ARTICLE XIII – TERM OF AGREEMENT

The terms of this Agreement shall be July 1, 2011 through June 30, 2015. The parties agree to meet on or about January 15, 2015 to commence negotiations for the terms and conditions of the Contract to be effective July 1, 2015.
ARTICLE XIV - 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 THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties the
day and year first written above.

6-19-2013

Nicholas Giuliano
President, Board of Education
Harborfields Central School District

6-19-2013

Diana Todaro
Superintendent of Schools
Harborfields Central School District

5/10/13

By:
President
School Nurses Unit

5/17/13

Kevin E. Boyle, Jr.
President
United Public Service Employees Union