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AGREEMENT

between

FRANKLIN SQUARE UNION FREE SCHOOL DISTRICT

and

**ASSOCIATION OF REGISTERED PROFESSIONAL NURSES
OF THE FRANKLIN SQUARE UNION FREE SCHOOL DISTRICT**

July 1, 2013 through June 30, 2016

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This Agreement is by and between the BOARD OF EDUCATION of the FRANKLIN SQUARE UNION FREE SCHOOL DISTRICT, TOWN OF HEMPSTEAD, hereinafter referred to as "BOARD" and the ASSOCIATION OF REGISTERED PROFESSIONAL NURSES OF FRANKLIN SQUARE UNION FREE SCHOOL DISTRICT, through its affiliation with UNITED PUBLIC SERVICE EMPLOYEES UNION, hereinafter referred to as "ASSOCIATION".

In order to effectuate the provisions of Article 14 of the Civil Service Law as written and as it may hereafter during the term of this agreement be amended and be in force, and to encourage and increase effective and harmonious relationships between the BOARD and the ASSOCIATION, THE BOARD and the ASSOCIATION agree that all negotiable items have been discussed during the negotiations leading to this agreement, and, therefore, agree that, unless both parties agree in writing to re-open the agreement as to any item, negotiations will not be re-opened on any item, whether contained herein or not, during the life of this agreement.

I. RECOGNITION CLAUSE

The BOARD, hereby recognizes the ASSOCIATION as the sole bargaining agent for school nurses. The Board hereby grants to the ASSOCIATION unchallenged representation status until seven months prior to the expiration of this written Agreement as defined and prescribed in Section "208 (2)" of the Civil Service Law. This Agreement shall cover the fiscal years of the Employer July 1, 2013 to June 30, 2016.

This Agreement and all salaries and benefits hereunder shall be effective as of July 1, 2013, except that no retroactive salary increases shall be payable to employees resigning employment prior to the date of Association Ratification of this Agreement.

II. NO STRIKE CLAUSE

The ASSOCIATION agrees not to engage in, cause, instigate, encourage, or condone a strike.

III. NEGOTIATIONS CLAUSE

No later than December 1st of the final year of this contract, representatives of the ASSOCIATION and representatives of the BOARD shall enter into negotiations for the following school year. Neither party in any negotiations shall have any control of the selection of the representatives of the other party, and each party may select its representatives from within or outside of the school district.

If such agreement is not reached within the time set forth in the Civil Service Law, an

impasse may be deemed to exist. Either party may request the services of Public Employment Relations Board as prescribed by Article 14 of the Civil Service Law.

IV. CONTRACT IMPLEMENTATION CLAUSE

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.

V. GRIEVANCE PROCEDURES

A. Basic Principles

1. All Civil Service employees shall have the right and opportunity to present to their immediate supervisor and to the other administrators indicated in the following procedures, any grievance relating to their assignment of condition of employment without fear of coercion, discrimination, or reprisal.

2. All Civil Service employees shall have the right to be represented, if they so desire, at the written stage of the grievance procedure by a person of their choice.

3. It is understood and agreed that the complainant may, at any stage, withdraw his/her grievance. This should be done in writing.

4. It is understood and agreed that should any supervisor or administrator not comply with the time limitations set forth herein for making a decision, unless both parties agree to a delay, the complainant may automatically proceed to the next stage.

5. It is also understood that, if the Civil Service employee does not comply with the time limitations set forth at all stages, the grievance shall be deemed to be waived or satisfied.

B. Definitions

1. Civil Service employees shall mean any member represented by the "Association of Registered Professional Nurses of Franklin Square Union Free School District" and UPSEU in a representative capacity.

2. The term "Board of Education" means duly elected trustees of the Franklin Square Union Free School District.

3. "Grievance" means any alleged violation, misinterpretation, or inequitable application of existing laws, or policies of the Board of Education or School Administration, which involves

the Civil Service Employee's health or safety or physical facilities affecting him/her. It excludes any matter involving disciplinary proceedings, termination of employment, compensation, retirement benefits or any matter which is otherwise reviewable pursuant to law, Civil Service Regulations, or any rules or regulations having the force and effect of law.

4. "Complainant" means any Civil Service Employee (as defined above) who presents an alleged grievance.

5. "Policy" means any rules, procedures, regulations, administrative orders or work rules affecting Civil Service Employees.

6. Saturdays, Sundays and holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure, except where the term "calendar days" is used.

7. "Immediate supervisor" means the person to whom the complainant is immediately answerable in the chain of command, i.e., the Building Principal.

C. Procedures for Individual Grievance

1. First Stage - Informal Presentation

a. A Civil Service Employee who claims to have a grievance shall make an appointment to present the facts of the grievance and the relief desired to his/her immediate supervisor, orally, in a genuine effort to remedy the situation, within ten days after the alleged grievance occurs. The immediate supervisor shall make himself/herself available to the complainant for the latter's oral presentation at the requested appointment.

b. The immediate supervisor shall discuss the grievance with the employee and shall make such investigation and consult with such other employees and members of the staff as he/she deems appropriate.

c. The supervisor shall orally advise the complainant of his/her decision within seven days after the grievance has been presented.

2. Second Stage - Written Statement

a. If the complainant is not satisfied with the immediate supervisor's decision, the complainant, within five days thereafter, shall request a review and determination of his/her grievance by the Assistant Superintendent for Business or other person designated by the Superintendent of Schools. Such request shall be in writing (three copies) and shall specify in detail the grievance and relief sought. One copy shall be given to the Assistant Superintendent for Business or other person designated by the Superintendent of Schools, one copy to the immediate supervisor, and one copy retained by the complainant. Thereupon, and within five days after receiving such request, the immediate supervisor of the complainant

shall submit to the Assistant Superintendent for Business or Superintendent of Schools' designee, a written statement concerning the facts of the grievance and his/her recommendations for resolution of the grievance.

b. Within five days of receipt of the immediate supervisor's statement, the Assistant Superintendent for Business or Superintendent of Schools' designee, shall make his/her decision in writing, including fact findings, conclusions and recommendations and shall give a copy of this to the complainant.

3. Third Stage

a. If the complainant is not satisfied with the decision at stage two, the complainant may within seven days after receiving the written decision, request in writing a review and determination of his/her grievance by the Superintendent of Schools, setting forth in detail the respects in which the same decision is in error or improper and giving a copy to the Assistant Superintendent for Business or the Superintendent of Schools' designee who made the decision in stage two. Thereupon, and within five days after receiving such request, the latter shall submit to the Superintendent of Schools a written statement of his/her report and reply and the facts relating to it.

b. Complainant shall make himself/herself available for any personal discussion with the Superintendent of Schools.

c. The Superintendent of Schools shall notify the complainant within ten days, in writing, of his/her decision.

4. Fourth Stage

a. If the complainant is not satisfied with the decision rendered by the Superintendent of Schools, the complainant may, within ten days thereafter, request in writing a review and determination of his/her grievance by the Board of Education. This written request shall be delivered to the District Clerk and shall specify the basis or reasons for his/her dissatisfaction with the Superintendent of Schools' decision and the relief sought. A copy of the request shall be given simultaneously to the Superintendent of Schools by the complainant.

b. The Board, within one month of receipt of the appeal, shall fix a date and place for a meeting at which time the complainant may present oral and written statements in support of the complainant's position. At the option of the Board, the meeting may be held before the Board, a committee of the Board, or the School Attorney.

c. Such meeting shall be fixed at a date not more than twenty, and not less than ten days, from the date of mailing of the notice thereof.

d. The Board, its committee, or the School Attorney, shall render a decision in writing within twenty days after the meeting, or any final adjournment or extension thereof

which decision shall be final. The decision shall be made a record of the Board, with a copy furnished to the complainant or his/her representative.

VI. HEALTH INSURANCE

The Board agrees to participate in all of the options of the New York State Government Employees Health Insurance Plan for fulltime 35 hour weekly nurses following six months of continuous employment. The Board shall provide fulltime employees with enrollment in the Empire Core Excelsior Benefits Plan in the event that the Association requests enrollment of all fulltime employees in the Empire Core Excelsior Benefits Plan.

Effective July 1, 2013, the Board agrees to pay eighty percent (80%) of the cost of the Empire Plan Core Plus Enhancement for individual, dependent or family coverage.

Health insurance coverage at the active employee rate is extended through June 30, 2016 (the last year of the contract) for any employee retiring during the term of the contract (July 1, 2013 through June 30, 2016), as follows:

The Board agrees to extend its current practice of providing 80% health benefits for individual and family coverage to persons who retire during the term of the contract (July 1, 2013 through June 30, 2016).

Effective July 1, 2005, as a prerequisite to receiving health insurance, newly hired members and his/her dependents must submit satisfactory proof that health insurance, equal to or better than that offered by the District, is not available to the employee and/or his/her dependents from any other source.

Flexible Benefits:

The District shall provide a flexible benefits plan as authorized by Section 125 of the Internal Revenue Code.

Opting Out Plan:

Nurses may voluntarily waive coverage under the medical insurance program provided for in this Agreement by notifying the District in writing by June 1st of their desire to do so for the subsequent school year.

Beginning in the 2007-2008 school year, unit members who waive such coverage shall receive no additional payment.

Any nurse who has waived coverage under this provision shall be reinstated in the medical insurance plan and coverage shall commence thirty (30) calendar days after the District receives written notification of request for reinstatement from the nurse.

VII. PROFESSIONAL LIABILITY INSURANCE

The District will provide professional liability insurance through its own carrier - at no cost to the nurse.

VIII. JURY DUTY

1. Any employee shall be excused without loss of pay or other benefits while serving as a juror.
2. Absence for purposes stipulated in "1" shall not be charged against sick or personal leave.
3. All remuneration received by an employee for service as provided in "1" hereof shall be paid over to the Board within five (5) days after the same shall have been received.

IX. ANNUAL LEAVE

1. Absence from duty because of personal illness and personal emergencies shall be excused with full pay on the basis of the following:
 - (a) fifteen (15) days per year for an employee who has served less than three (3) years
 - (b) seventeen (17) days per year for an employee who has served more than three (3) years
2. Unused annual leave will be cumulative indefinitely for those employed prior to July 1, 2001. For those hired after July 1, 2001, sick leave will be accumulated to a maximum of 150 days.
3. For extended illness or injury beyond accumulated sick leave, an employee of this district, upon the recommendation of the Superintendent and the approval of the Board, shall be paid at a salary and for a period of time to be determined by the Board.
4. Nurses contracting a childhood disease must:
 - (a) produce a physician's certificate attesting to the fact that the nurse has had the disease
 - (b) present proof through appropriate school records that the nurse came into contact in the school with a child who had the disease

When the above documents have been forwarded to the Superintendent, the nurse shall be granted paid sick leave days for the period of absence due to this illness without deduction from accrued sick leave days.

5: Employees with a minimum of 40 accumulated annual leave days at the onset of the year and at least 9 additional unused annual leave days accrued by the end of the current school year may exchange the current fiscal year's remaining annual leave days at a rate of 1 day for every 3 days in lieu of accrual at the daily rate specified in Article XVIII.

6: Any annual leave days to be used in excess of nine (9) days in a school year, or 5 consecutive days, requires prior approval from the School Administrator and a doctor's note confirming illness.

X. BEREAVEMENT LEAVE

Effective July 1, 2013, five (5) days of leave with full pay shall be allowed for each death in the immediate family of the unit member. The term "immediate family" shall include the spouse, parent, parent-in-law, child, brother and sister of the unit member.

Effective July 1, 2013, four (4) days of leave with full pay shall be allowed for each death in the non-immediate family of the unit member. The term "non-immediate family" is defined as grandparents, grandchildren and brothers-in-law and sisters-in-law of the unit member.

XI. CHILD REARING LEAVE

1. General Statement

The Board shall grant a leave of absence without pay for child rearing leave to a professional employee covered under this contract upon his/her written application therefor. Should said application be made after the birth of the baby, it must be made at least thirty (30) days prior to commencement of said leave.

2. Duration

Such leave shall be granted, but shall terminate on August 31. In no event, shall such leave exceed one year, except that in the event that the September return date exceeds one year, the applicant may have the option to accept such leave expiring on the August 31 next following the one year leave.

Nurse must notify district in writing by no later than May 15th of the intention to return to work in September. In the event that there are extenuating circumstances, a nurse may request the Board to extend the May 15th deadline, but such extension shall not exceed June 15th. Such extension will not be unnecessarily withheld.

3. To the extent required by applicable law, the Annual Leave provisions of this agreement apply to any disability caused by pregnancy.

The foregoing does not preclude the District's right under Section 913 of the New York State Education Law to require any person employed by the district to submit to a medical examination.

4. If mutually agreed upon between nurse on child rearing leave without pay and district, said nurse may be placed on itinerant substitute list prior to expiration of his/her child rearing leave.

XII. RETIREMENT 1/50 PLAN

The Board shall continue in force a resolution granting the members of the Association of Registered Professional Nurses of the Franklin Square Union Free School District the benefits of the 1/50 non-contributory New York State Employees Retirement Plan retroactive to 1938.

XIII. WORKERS' COMPENSATION

Employees absent because of injury arising out of and in the course of employment shall be granted and charged sick leave with full pay which shall not exceed accumulated sick leave. Money received by an employee as workers' compensation shall be reimbursed to the district, not exceeding his/her salary during the period of absence from work, and the money shall be converted into unused days of sick leave and added to accumulated sick leave.

XIV. HOURS OF WORK

- Fulltime: Seven (7) hours per day including lunch.
- Employees shall attend school building back to school night activities or similar activities no more often than twice annually
- Employees shall remain on-site in the school building during lunch hour to perform services for emergencies if there is no nurse coverage available in the building during the lunch period, unless authorized by the building principal to leave school premises. Employees rendering services for emergencies arising during their lunch hour will be provided compensatory time equal to the time expended for such an emergency during lunch period.

XV. WORK YEAR

The work year for unit members shall be the same as the work year for teachers, but shall not exceed 184 days.

XVI. SALARIES/LONGEVITY/IN-SERVICE

1. The Salary Step Schedule is eliminated and the salaries of all fulltime 35 hour weekly employees (prorated for part-time employees) shall be as follows:

Year 1	2013-2014	\$46,500
Year 2	2014-2015	\$46,500
Year 3	2015-2016	\$47,750

2. Starting Salary

Starting salaries will be established for the first year of employment at a rate equal to 95% of the above-specified annual salaries.

3. Employee Reporting Requirements & Training Compensation:

Employees will annually compile information and prepare reports in the format as required by the NYS Education Department.

4. The maximum annual salary for employees is \$75,000.

5. Longevity Payment:

(a) Members of this unit after completing five (5) years of service in this district shall receive an increase of \$500.

(b) Members of this unit after completing ten (10) years of service in this district shall receive an increase of \$500. This shall be in addition to the \$500 received in the first longevity increase.

(c) Members of this unit after completing fifteen (15) years of service in this district shall receive an increase of \$500. This shall be in addition to the two previous longevity increases.

(d) Members of this unit after completing twenty (20) years of service in this district shall receive an increase of \$850.00. This shall be in addition to the three previous longevity increases.

(e) Longevity increases – at one-half the value – will be given to part-time employees.

6. In Service Credits

For every six (6) in-service courses, continuing education units, or college credits, accumulated by a full time member of this unit - and upon suitable proof of attendance at same to the Superintendent of Schools - said full time unit member's salary will be increased by \$1,000,

subject to such salary adjustments for in-service credits occurring not more often than once every eighteen months. Payment of \$1,000 will be made retroactive to the first pay period after the last meeting date of the last course taken.

In order to obtain one (1) in-service credit, full time members of this unit would have to attend fifteen (15) hours of pre-approved in-service course. One absence will be allowed. Also, courses providing for less than 15 hours may be approved for in-service credit provided their content is otherwise acceptable. In such cases, pro-rata credit shall be awarded. Under no circumstances shall payment be made pursuant to the first paragraph hereof until such time as the employee has accumulated a total of 6 course credits pursuant to that paragraph based upon one credit equaling 15 hours.

Full time members of this unit will submit a request form for in-service, continuing education, or college course approval to the Superintendent of Schools prior to the first session of such in-service course. These request forms will be available in the office of the Assistant Superintendent for Business and Operations.

Additional courses for credit may be taken outside of employee's work hours and at employee's expense provided prior approval by the Superintendent of Schools has been given.

XVII. TERMINAL LEAVE ON RETIREMENT CLAUSE

1. During the final year of service prior to retirement and upon reaching age 55, employees shall, upon duly executed application, receive additional salary at retirement, on the basis of one day for each three days of accumulated and unused sick leave at the rate of pay hereinafter set forth.
 - (a) For unit employees hired between July 1, 2001 and June 30, 2005, compensation shall be on the basis of one (1) day for each three (3) days of accumulated and unused sick leave at the rate of pay hereinafter set forth – up to a maximum of 150 accumulated days.
 - (b) For unit employees hired on or after July 1, 2005, there will be no terminal leave compensation provided.
2. Compensation shall be on the basis of a fixed daily rate of \$240 times one-third (1/3) of the number of accrued unused annual leave days.
3. To obtain the above benefit a minimum of seventy-five (75) days written notice of intention of retirement shall be given to the Superintendent.
4. In the event of the eligible employee's death after filing for retirement, payment of the

due benefit shall be made to the employee's estate.

XVIII. MANAGEMENT RIGHTS

Except as otherwise expressly provided in this Agreement, nothing in this Agreement shall be deemed to limit the Employer in the exercise of the regular and customary functions of management including, but not limited to, the right to hire, determine experience and background, supervise and direct the working force; to evaluate, discipline, suspend, or discharge for cause in accordance with law; to transfer or lay-off employees for lack of work; to determine the kind, character and class of work; to take on work and acquire materials from any sources obtainable such as providing research, reference or educational services on behalf of State, County, town, school district or other educational institutions; to transfer employees and determine the manner, location and place of work, scheduling and notices of leave; to establish standards of performance; to control the costs, methods and systems of operations and to conduct its business, all of the foregoing, in accordance with law.

Employer may require an employee to undergo a medical examination by a physician of its selection to certify the employee's capability and fitness to perform duties. All costs of such medical examination shall be borne by the District. Board and Employee shall have such rights as set forth in Section "913" of the Education Law.

XIX. DUES, VOLUNTARY DUES DEDUCTIONS & VACANCIES

1. The School District shall deduct from the salaries of employees, and remit to the Association dues of Unit members and an agency shop fee from the salary of any employee in the bargaining unit who is not a member of the Association, for so long as agency shop fees are required under the laws of the State of New York. Such dues and agency shop fees will be remitted monthly to United Public Service Employees Union, 3555 Veterans memorial Highway, Suite H, Ronkonkoma, New York 11779.

The ASSOCIATION assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the authorized representative.

Such deductions shall take effect as soon as is practical after the Board of Education's approval of the Collective Bargaining Agreement.

2. Voluntary Programs Deductions: The District agrees to allow payroll deduction for programs sponsored by the bargaining unit as long as the deductions cause minimal impact to the Districts payroll process as determined by District.

3. Vacancies in Positions: The Superintendent of Schools will consider requests by

current Nurse employees for appointment to a nurse position in the School District which is or will become vacant, and will allow a nurse employee to consult with Superintendent with respect to her/his request. However, the Superintendent of Schools shall have full discretion in filling a nurse vacancy in the District.

XX. DENTAL INSURANCE

The Board shall pay \$750 annually towards of the cost of individual or family coverage in the District's dental insurance plan through June 30, 2015, and thereafter \$850 annually towards of the cost of individual or family coverage in the District's dental insurance plan.

Employees will have the option to choose between the Dental Insurance Plan offered by District, or the Dental Insurance Plan offered by UPSEU, provided that the Dental Plan offered by District authorizes such employee option.

XXI. LIFE INSURANCE

The Board will provide a \$20,000 life insurance policy for each member of the unit.

XXII. PART-TIME EMPLOYEES

After three (3) years of continuous and satisfactory service, part-time employees will be eligible for life insurance, dental insurance, and bereavement benefits. Additionally, part-time employees will receive one-half of the benefits of sick leave and personal leave.

XXIII. TAX SHELTERED ANNUITIES

Nurses will be offered the option of having money withheld from their regular paychecks to contribute to a District approved annuity plan. The employee will be solely responsible for the annuity contribution.

XXIV. MEETINGS

Up to four meetings annually may be requested with the Superintendent. Nurses will have the responsibility for preparing an agenda and delivering the same to the Superintendent no less than 48 hours in advance of the scheduled meeting.

XXV. SAVINGS

In the event any provisions of this contract are, or shall become, unlawful, all other provisions shall continue in full force and effect.

Any substitute provision or action shall be the subject of good faith negotiations between

the Association and the Board.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on September __, 2013.

**FRANKLIN SQUARE UNION FREE
SCHOOL DISTRICT**

By: _____
Patrick Manley
Superintendent of Schools

**FRANKLIN SQUARE UNION FREE
SCHOOL DISTRICT
BOARD OF EDUCATION**

By: _____
Joseph Armocida, President

**ASSOCIATION OF REGISTERED
PROFESSIONAL NURSES OF
FRANKLIN SQUARE UNION
FREE SCHOOL DISTRICT,
through its Affiliation with
UNITED PUBLIC SERVICE
EMPLOYEES UNION**

By: _____
Kevin E. Boyle, Jr. President

**ASSOCIATION OF REGISTERED
PROFESSIONAL NURSES OF
FRANKLIN SQUARE UNION
FREE SCHOOL DISTRICT**

By: _____

6-23-13, 8-15-13, 9-16-13