

NEGOTIATIONS AGREEMENT

between

BOARD OF EDUCATION

of

**SOUTH HUNTINGTON
UNION FREE SCHOOL DISTRICT**

AND

**SOUTH HUNTINGTON
PROFESSIONAL REGISTERED
NURSES ASSOCIATION**

July 1, 2019 through June 30, 2023

TABLE OF CONTENTS

Preamble.....1

Article 1
Recognition2

Article 2
Payroll Deductions.....2

Article 3
Pay Days3

Article 4
Probationary Period3

Article 5
Wages.....4

Article 6
Management Rights4

Article 7
Strikes and Lockouts.....4

Article 8
Work Year and Week.....4

Article 9
Seniority5

Article 10
Discipline and Discharge5

Article 11
Sick Leave.....6

| | |
|--|----|
| Article 12 | |
| Bereavement Leave..... | 6 |
| Article 13 | |
| Business Days | 7 |
| Article 14 | |
| Jury Duty..... | 8 |
| Article 15 | |
| Leaves of Absence | 8 |
| Article 16 | |
| Medical and Dental Insurance | 9 |
| Article 17 | |
| Life and Long-Term Disability Insurance Life | 11 |
| Article 18 | |
| Grievance Procedure..... | 11 |
| Article 19 | |
| Vacancies and Transfers | 14 |
| Article 20 | |
| Retirement..... | 15 |
| Article 21 | |
| Personnel Files and Evaluations | 15 |
| Article 22 | |
| Lunch | 15 |
| Article 23 | |
| Tax Sheltered Annuities..... | 15 |

| | |
|---|-------|
| Article 24 | |
| Child-Bearing/Child-Rearing Leave | 16 |
| Article 25 | |
| Workers' Compensation | 17 |
| Article 26 | |
| Travel Allowance | 17 |
| Article 27 | |
| Terminal Leave Payment | 17 |
| Article 28 | |
| Longevity Pay | 18 |
| Article 29 | |
| Payment for Extra Work | 18 |
| Article 30 | |
| Summer Programs | 19 |
| Article 31 | |
| Attendance Bonus | 19 |
| Article 32 | |
| Assist in Assault or Civil Cases..... | 20 |
| Article 33 | |
| In-Service Courses | 20 |
| Article 34 | |
| Use of Facilities | 20 |
| Article 35 | |
| Duration of Agreement | 20 |
| APPENDIX A – Wages..... | 22 |
| APPENDIX B – Salary Schedules..... | 24-27 |

PREAMBLE

AGREEMENT made and entered into this ____ day of _____, 2021 by and between the BOARD OF EDUCATION OF SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT, Town of Huntington, New York (hereinafter referred to as the "Board"), and SOUTH HUNTINGTON REGISTERED PROFESSIONAL NURSES ASSOCIATION, (hereinafter referred to as the "Association").

WHEREAS, the Board has recognized the Association as the majority representative for the Registered Professional Nurses for the purpose of collective negotiations and the settlement of grievances; and

WHEREAS, pursuant to said recognition, the parties have met and negotiated collectively over the wages and terms of conditions of employment in the unit of employees named above,

NOW, THEREFORE, in consideration of mutual covenants contained herein, the parties agree as follows.

ARTICLE 1

RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining agent during the period of implementation of this Agreement for the Registered Professional Nurses in such unit. Such recognition shall be in accordance with regulations established by the Public Employment Relations Board.

ARTICLE 2

PAYROLL DEDUCTIONS

A. DUES DEDUCTION

1. The Board agrees to deduct from the wages of the employees covered by this Agreement, each month, the regular dues for membership required by the Association, provided that those employees have individually and voluntarily authorized the Board, in writing, to make such deductions. Dues for July and August will be deducted from May and June paychecks.
2. Dues authorized by an employee shall continue as authorized unless and until the employee notifies the Board of his/her desire to discontinue or change such authorization. Notification of discontinuance of deductions shall be in writing, in duplicate, signed by the employee and submitted to the Board, and on receipt of same the Board shall immediately forward one copy to the Association. The rights of the Association and the employee under this Article shall be in conformity and consistent with the requirements of Paragraph 93 (b) of the Municipal law and Chapter 392 of the Laws of New York, 1967, as amended.
3. In the event that earnings for any period are insufficient to cover dues, payment for such dues shall be made by the employee directly to the Association.
4. The Association 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, or in reliance of any list, notice, or assignment furnished under any provision of such.

B. SAVINGS BONDS

Nurses may purchase savings bonds through payroll deductions.

- 1. A minimum of one (1) bond per month (10 months) may be purchased in any of the denominations listed below. Bonds will be forwarded to the individual by the bank.**

\$50.00 for one \$100 bond

- 2. Present employees who elect to participate must complete the authorization form by Friday of the first week of school in September. Personnel employed thereafter may enroll at the time of employment. Forms may be obtained in the individual schools and in the District Personnel Office.**
- 3. The authorization is binding for the fiscal year and may not be amended or rescinded.**

C. TAX SHELTERED ANNUITY PAYMENTS

These will be deducted in twenty (20) payments and forwarded monthly to the designated carrier.

D. CREDIT UNION

Deductions will be taken from each paycheck.

ARTICLE 3

PAY DAYS

Pay days shall be in accordance with the pay schedule for 10-month non-teaching staff employees. Ten-month employees will have the option of having 22 or 26 checks. The option of 26 checks must be selected and Payroll advised prior to June 1 each year to be in effect for the following year. This selection must be made annually to continue.

ARTICLE 4

PROBATIONARY PERIOD

The probationary period for registered professional nurses hired prior to July 1, 2019, shall be six (6) months computed from the first day of employment. The probationary period shall be three (3) years for employees

hired on or after July 1, 2019. At the end of this period of time, the employee, if retained, shall become a permanent employee and seniority shall date from the first day worked. An employee can be terminated at any time during the probationary period without such termination being subject to the grievance procedure.

ARTICLE 5

WAGES

The wages for the employees covered by this Agreement during the term hereof shall be as set forth in Appendix A to this Agreement.

ARTICLE 6

MANAGEMENT RIGHTS

The Association and the employees recognize the right of the Board to legislate, manage its affairs, control and direct the work force, make all decisions as to the operation of the school system and its work force, and all other rights normally inherent in management, subject to the obligations of this Agreement.

ARTICLE 7

STRIKES AND LOCKOUTS

During the term of this Agreement, the Association and its members collectively agree that they shall not engage in any work stoppage, slow-down, or strike. The Board agrees not to lock-out its employees during the term of this Agreement.

Nothing herein shall be construed to limit the power or right of the parties to apply for injunctive relief pursuant to the provisions of the Public Employment Relations Law.

ARTICLE 8

WORK YEAR AND WEEK

All nurses shall be available for their assigned duties during the school year except for legal holidays, as recognized by the Board adopted school calendar and normal school recesses.

The work days* shall be as follows: The number of days reflected in the collective bargaining agreement with the South Huntington Teachers Association; not to exceed 185 days.

The hours of work shall be determined by the building assignments.

All registered professional nurses assigned to non-public schools shall be as follows: The number of days reflected in the collective bargaining agreement with the South Huntington Teachers Association; not to exceed 185 days. The particular days shall be mutually agreed upon between the Association and the District.

*Superintendent's Conference Day will be considered a work day at no additional compensation.

ARTICLE 9

SENIORITY

Reduction in Staff:

Seniority shall govern for layoffs with employees recalled in the reverse order in which they were laid off. Such recall right is waived if the employee does not have proper nurse's certification at time of recall. A seniority list shall be maintained by the Personnel Department and made available to the Association upon request.

An employee shall be advised of recall by registered or certified mail, return receipt requested. Employees shall be deemed to have waived their right to re-employment if they do not appear for work within ten (10) business days of the District's notification to them of their eligibility for re-employment.

ARTICLE 10

DISCIPLINE AND DISCHARGE

The administration may discipline or discharge any employee for just cause. The Association reserves the right to dispute any discipline or discharge and to process same through the grievance machinery provided in this Agreement. Discipline or discharge during the probationary period is not subject to the grievance procedure.

ARTICLE 11

SICK LEAVE

Each nurse shall be credited with fifteen (15) days sick leave at the beginning of the school year. Should the individual terminate employment during the year, the nurse shall be credited with only one (1) day of sick leave per completed month of service. Sick leave shall be cumulative from year to year during term of employment. The District can require a doctor's certificate certifying that the individual is fit to return to work after an illness.

Four (4) days of the annual allowable sick leave (non-cumulative) may be charged as personal leave. No reason need be given when applying for personal leave days except that reasonable notice should be given excluding emergencies. Personal leave requests will not be authorized prior to or after holidays, vacation periods, long weekends, or on Superintendent's Conference Days unless approved by the Superintendent upon presentation of justification.

ARTICLE 12

BEREAVEMENT LEAVE

- 1. Five (5) paid calendar days, absolute, shall be allowed for bereavement leave in the event of a death in the immediate family. These days shall be allowed on the occasion of each death in the immediate family and shall not be limited to five (5) days per year, regardless of the number of deaths in the family. In unusual instances, and where the employee provides legitimate reasons for the need of additional days for bereavement leave, such additional time may be granted upon approval of the Superintendent of Schools or his designee.**
- 2. The immediate family is defined to include parents, parents-in-law, brothers, sisters, spouse, children, grandparents, grandchildren, guardians, brother-in-law, sister-in-law, any relative living in the employee's household, and domestic partner.**
- 3. In the event of a death of an employee's friend or relative not in his immediate family (who does not reside in the household), one day's leave shall be allowed, but shall be charged to sick leave.**
- 4. These days shall be allowed on the occasion of each death in the immediate family and shall not be limited to five (5) days per year, regardless of the number of deaths occurring.**

ARTICLE 13

BUSINESS DAYS

A maximum of three (3) paid days off per fiscal year for personal business shall be granted to regular full-time employees covered by this Agreement. Prior written approval is required. These days shall not be deducted from sick leave. Approval for the taking of a personal business day is conditioned upon an employee demonstrating that the business matter cannot be arranged other than during working hours (e.g., house closing). If a request for a business day is denied, the individual may take the day without pay.

Activities for which Business Days will be granted:

Legal

1. House closing.
2. Compulsory court attendance (does not refer to school-related business).
3. Business with Government or Public Agency (excluding New York State Department of Motor Vehicles).
4. Conference with attorney.

Professional

1. Register for doctorate, take M.A. or Ph.D. examination.
2. Arrange for grants, scholarship.
3. Professional recognition or advancement.

Travel

1. Emergencies due to car accidents or mechanical failure while en route to work, when common carrier or other transportation was clearly unavailable.
2. Delays of common carrier preventing nurse(s) from reporting to work when no other means of transportation is available.

House

Disaster threatening safety or occupants.

Example: Fire, fuel or water leaks due to frozen or broken pipes. Repairs after safety measures have been instituted are not covered by business day.

Family

1. Attend conference with legal, religious or social authorities (e.g., handicapped children).
2. Attend graduation of spouse or children in college or service academy.
3. Register, transfer or transport children to and from university or college
4. Child's required school entrance screening.
5. Attendance at religious rite.
6. Attending a significant family event (not more than one per year).

Personal

Moving (one day).

ARTICLE 14

JURY DUTY

Days shall be granted an employee for jury duty when such attendance is required by law. Every effort should be made to serve at a time when school is not in session. Any remuneration received by an employee on a per diem basis for jury duty shall be refunded to the School District, excluding the mileage reimbursement for transportation.

ARTICLE 15

LEAVES OF ABSENCE

Employees who, after formal request, citing good and sufficient reasons, may be entitled to leaves of absence for up to a period of one (1) year, subject to the approval of the Superintendent of Schools. Time spent on a leave of absence shall be without pay and benefits, whether direct or accrued, and shall not be construed as time worked for purposes of seniority accumulated to the date of start of such leave.

For the purposes of this provision a request for a leave of absence for one (1) year for full-time Association business, renewable for an additional year upon written request by the employee and the Association, which the District shall not unreasonably deny, shall be considered "good and sufficient reasons."

ARTICLE 16

MEDICAL AND DENTAL INSURANCE

MEDICAL

1. Full-time employees on the payroll on or before July 1, 2012 shall contribute 15% toward the costs of health insurance premiums. All employees hired after July 1, 2012 shall contribute 20% towards health insurance premiums.
2. Any employee participating in the health insurance plan who opts to cancel or reject her health insurance coverage will receive quarterly cash payments equal to 50% of the District's cost of the annual single or family premium effective with the first full quarter after such declaration. Nurses who switch from family to single coverage will receive of the 50% difference in annual premiums in quarterly payments also. Consistent with practice, any employee who selects the cash option shall have the right to re-enter the plan on ninety (90) days notice.

Current unit members who are presently (in 2018-2019) declining health insurance coverage and receiving a monetary benefit shall receive declination payments based on the current terms and conditions of Article 16 through January 1, 2022. Thereafter, the member's declination payment will be set at the 2021/2022 dollar amount, and the 50% formula shall no longer be in effect. If at any point a unit member who is currently (in 2018-2019) receiving a declination payment discontinues his or her declination of insurance, thus creating an interruption, and then subsequently seeks to receive the declination again, then he or she shall only be eligible to receive a declination payment at the rates set forth in the next bullet point.

Unit members hired prior to the ratification of this agreement or July 1, 2019, whichever is earlier, who are not presently (in 2018-2019) opting out of health insurance coverage, and any unit member hired on or after the ratification of this agreement or July 1, 2019, whichever is earlier shall receive a declination payment at the following rates:

Family: \$3,000
Individual: \$1,000

3. **Administration shall have the right to change insurance carriers or self-insure as long as the benefits in effect at the time of the change in carriers do not decrease.**
4. **The District, in its sole discretion, may offer an optional alternative health insurance plan and/or health savings accounts program to unit members eligible for health insurance. Participation in the alternate plan in lieu of the health insurance plan offered by NYSHIP shall be voluntary, at the unit member's election. The District, at its discretion, may also choose to provide an incentive program. The District shall consult with the Association prior to implementing any optional alternatives. Unit members' contribution rates shall not exceed the percentage premium contribution rates paid by unit members under the NYSHIP plan.**
5. **Unit Members not Eligible for Health Insurance. The District, in its sole discretion, may offer unit members not eligible for health insurance pursuant to this agreement health insurance coverage. The selection of a health care plan, its benefits and provisions, contribution levels and the choice of a provider shall be at the District's sole discretion. If a unit member currently ineligible for the District's health insurance enrolls in this alternate health insurance plan and subsequently becomes eligible for the District's health insurance pursuant to this Article. Such employee may enroll in the District's health insurance plan as provided herein and subject to NYSHIP rules.**

DENTAL

The District agrees to continue 100% payment for individual and family dental insurance for all full-time employees in accordance with the base plan provided to the South Huntington Teachers Association.

Unit members shall be eligible to participate in the enhanced dental plan set forth in Article 38 of the collective bargaining agreement with the South Huntington Teachers' Association in accordance with the terms set forth therein.

ARTICLE 17

LIFE AND LONG-TERM DISABILITY INSURANCE LIFE

The School District will provide a group term life insurance policy in the amount of \$50,000 for all full-time employees on the payroll.

LONG-TERM DISABILITY

The District will provide for FULL-TIME employees long-term disability insurance coverage. Features of the plan will include 24-hour coverage, 365 days/year; 60% of salary to a maximum benefit of \$1,800/month; waiting period of 180 calendar days or sick leave, whichever is greater; benefits offset by social security and workers' compensation payments, but with social security "freeze" provision, etc.

Effective July 1, 1986, payment will be based on a graded-age schedule as follows:

| AGE | PAYMENT |
|-------------|--|
| 61 or under | Payment made to age 65 |
| 62 to 64 | Payment made to the date of the 36 th payment |
| 65 to 67 | Payment made to the date of the 24 th payment |
| 68, 69 | Payment made to the date of the 12 th payment |

ARTICLE 18

GRIEVANCE PROCEDURE

It is the declared objective of the parties involved in this contract to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of grievances in accordance with the following procedures.

- A. Definition of Grievance: A grievance shall mean any claimed violation, misinterpretation or inequitable application of the various provisions of this negotiated Agreement.

B. Should a grievance be claimed, there shall be no suspension of work on the part of either party on account of such grievance, but an earnest effort shall be made to settle such differences immediately in the manner described in the following paragraphs.

- 1. The aggrieved person shall present the grievance, in writing, to the District's designated immediate supervisor, who shall discuss the matter forthwith. If, after initial discussions, the person wishes to be accompanied by a representative for further discussions, such request shall be granted. The immediate supervisor shall render a determination in writing to the aggrieved person within three (3) school days after the grievance has been discussed by the parties concerned. If such grievance is not satisfactorily resolved at this stage, the aggrieved person may appeal in writing to the District's designated Personnel Administrator within five (5) school days of receipt of the immediate supervisor's decision. The appeal shall set forth the nature of the grievance and alleged violation.**
- 2. The District's Personnel Administrator shall meet with the aggrieved and his/her ~~representative within five (5) school~~ days of receipt of the appeal. The Personnel Administrator shall have ten (10) school days from receipt of the appeal to render a written determination of his findings.**
- 3. If the grievance is not satisfactorily resolved at this stage, it may be forwarded for resolution by the Joint Committee on Grievance. The Joint Committee shall consist of two (2) persons each designated by the District's Personnel Administrator and the Association. The Joint Committee shall, within fifteen (15) days of receipt of the written grievance, render its decision.**
- 4. If the Joint Committee is unable to agree, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association.**

The selected arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements

and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues. Such decision shall be advisory only and shall not be binding upon either party.

The arbitrator shall have no power or authority to make any recommendation which suggests the commission of an act prohibited by law or which is violative of the terms of this Agreement.

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

5. If the recommendations of the arbitrator are not acceptable to either party, an appeal may be made in writing to the Board of Education within fifteen (15) days after receipt of the advisory arbitrator's decision.

Within thirty (30) days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearings shall be held in executive session. The grievance record and the decision of the advisory arbitrator shall be available for the use of both parties.

Within fifteen (15) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance. In reaching its determination, the Board will give careful consideration to the grievance record and recommendations of the arbitrator. Such decision shall be final and binding on all parties.

6. No reprisals of any kind shall be taken by either party or by any member of the Administration against any party in interest or participant in the grievance procedure by reason of such participation.
7. Failure at any step to communicate a decision within the specified time limit shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

8. The sole remedy available to any employee for any alleged breach of this Agreement shall be pursuant to the grievance and arbitration procedure, provided, however, that nothing contained herein shall deprive any employee of any legal rights which she presently has.
9. Any grievance not initiated after thirty (30) working days (excluding the summer months) after it arose shall be deemed waived. For any nurses working over the summer months, such days worked shall be counted for purposes of this statute of limitations.

ARTICLE 19

VACANCIES AND TRANSFERS

A. VOLUNTARY TRANSFERS

1. Registered professional nurses will be informed by job posting when a vacancy occurs in a registered professional nurse position. All postings shall be done electronically.
2. The qualifications of any currently employed nurse, who desires to transfer to a vacant position, shall be fully considered, according to seniority, prior to the processing of any applications from outside the District, provided the employee applies for the position in writing within the time posted.
3. In the determination of requests for voluntary reassignment and/or transfer, the convenience and wishes of the individual nurse will be honored by seniority to the extent that they do not conflict with the health services and best interests of the school to which the nurse is assigned.

B. INVOLUNTARY TRANSFERS

When a transfer or reassignment is deemed necessary by the District, individuals will be selected by inverse seniority from among those meeting the qualifications for the specific position in question, unless such transfer or reassignment is not in the best interests of the District.

ARTICLE 20

RETIREMENT

Employees in the unit are entitled to the New York State Employees Retirement System Program, Non-Contributory Plan 75I.

ARTICLE 21

PERSONNEL FILES AND EVALUATIONS

The official personnel file shall be maintained in the District office. A nurse, upon request, shall be given access to her file by providing at least 24 hours advance notice. Unit members shall have the right to review any evaluations or performance based documentation prior to such material being placed into a member's personnel file.

Unit members shall be formally evaluated in writing at least once per year. However, the District reserves the right to evaluate more frequently if performance issues arise.

ARTICLE 22

LUNCH

Each registered professional nurse shall normally receive an uninterrupted, duty-free lunch period equal to that provided for teaching personnel assigned to the same building. While it is recognized that the professional responsibility of unit members may require the interruption of lunch upon occasion, the District affirms that it shall make every reasonable effort to comply with the spirit of this provision.

With approval of administration, a nurse who works through her lunch period shall be paid on a pro-rated basis at the hourly rate set forth in Article 29.

ARTICLE 23

TAX SHELTERED ANNUITIES

The Board of Education agrees to the purchase of annuities for employees who have authorized such reductions in contract salary in accordance with the provisions of Section 403B of the Internal Revenue Code of 1954, as amended.

In the event that a new employee already has a salary reduction agreement with an insurance carrier not previously authorized by the District, the Superintendent is authorized to take such actions as may be necessary to continue this agreement in effect.

When six or more employees express in writing to the Superintendent's Office a desire to elect a new insurance carrier, the Superintendent of Schools is authorized to approve such company.

ARTICLE 24

CHILD-BEARING/CHILD-REARING LEAVE

CHILD-BEARING LEAVE

1. A nurse who is pregnant will be permitted to continue to work as long as she is physically capable of performing the normal duties of her position. The District may require the nurse to provide a doctor's certificate certifying that she is fit to continue her employment.
2. Whenever the nurse who is pregnant cannot perform the normal duties of her position, she will be permitted to utilize all or any portion of her sick leave because of medical disability connected with or resulting from her pregnancy.
3. The nurse will return to work when she is capable of performing the normal duties of her position. The District may require a statement from her doctor certifying that she is capable of returning. Under normal circumstances, the use of accumulated paid sick leave after delivery shall be limited to six (6) calendar weeks. Extension of the use of such paid sick leave for pregnancy beyond the six (6) week period will be contingent on the recommendation of the attending physician with verification by the District physician, if requested by Administration.

CHILD-REARING LEAVE

1. A child-rearing leave incident to the birth or adoption of a child shall be granted for a period not to exceed one (1) year. The leave shall be without salary and will not apply towards seniority. Such leave shall begin at any time upon 30 days notice and terminate only at the beginning of the school year or semester.
2. Failure to return from this leave shall be deemed equivalent to a resignation.

3. Upon return from leave, the nurse shall be placed in a position but not necessarily where the individual was prior to leave.

FAMILY & MEDICAL LEAVE ACT OF 1993

The District will adhere to the requirements of the Family & Medical Leave Act of 1993.

ARTICLE 25

WORKERS' COMPENSATION

Employees are covered by Workers' Compensation as governed by the State of New York.

ARTICLE 26

TRAVEL ALLOWANCE

During the course of the regular school day, a nurse may be scheduled for duty in more than one (1) building on a regular basis. Reimbursement for such transportation requirements attendant to such "split school assignment" will be at the rate of \$350.00 per year. Reimbursement shall be computed on an annual basis and shall be paid by separate check in June.

The Nurse Coordinator shall receive a travel allowance in the amount of \$350 per year.

ARTICLE 27

TERMINAL LEAVE PAYMENT

Full-time employees are eligible for terminal leave pay upon retirement if they have completed a minimum of fifteen (15) years of continuous service in South Huntington and are age 55 and have advised the District in writing by February 1 for a June 30 retirement date or five (5) months in advance of their planned retirement date if different than June 30. Employees must be eligible for retirement under the New York State Employees Retirement System.

Terminal leave pay shall be calculated as follows:

The employee's accumulated sick leave as of the end of the school year (June 30) in which she retires or the June 30 accumulation of the previous year if the retirement is not on June 30, up to a maximum of 150 days, times forty (40) percent, times the daily rate of pay (maximum payment sixty (60) days).

However, during the life of this contract (through June 30, 2023), the rate for terminal leave payment shall increase from forty (40%) percent to fifty (50%) percent. This increased rate shall sunset and be of no force and effect beyond June 30, 2023. Effective July 1, 2023, the rate shall revert back to forty (40%) percent.

Further, full-time employees hired after July 1, 2016 shall receive payment for terminal leave at the rate of twenty-five (25%) percent of the maximum of 150 days (maximum payment 37.5 days).

Employees who reach the age and service requirements for the terminal leave payment must elect to apply or this benefit is no longer available to them.

ARTICLE 28

LONGEVITY PAY

Longevity pay shall be granted to each full-time employee in accordance with the schedule below. Payment of the longevity amount, in those cases in which the anniversary date is during the school year, shall be pro-rated to the end of the fiscal year (June 30). This amount shall be paid as a separate check on the last pay day in June.

| | |
|--|---------|
| After completion of ten (10) continuous years of service in the District | \$1,200 |
| After completion of fifteen (15) continuous years of service in the District | \$1,800 |
| After completion of twenty (20) continuous years of service in the District | \$2,400 |

ARTICLE 29

PAYMENT FOR EXTRA WORK

Registered professional nurses shall be reimbursed for required duties performed outside of the regular school day or work year. Approval for extra

pay must be given in advance by the Assistant Superintendent responsible for supervising the nursing staff except in an emergency.

Additional work hours caring for an ill student after dismissal, covering summer programs, performing Kindergarten registration and/or immunizations, clearing sports physicals or covering any District sponsored events where a registered nurse is required shall be paid at the following rate.

2019/20 \$56.38 per hour

This rate shall increase in the 2020/2021, 2021/2022 and 2022/2023 school years at the same rate the salary schedule increases as reflected in Appendix "A" hereto.

Example: R.N. to hospital with student; has to await parent's arrival and remains at hospital from 4 to 6 p.m. will be paid two (2) hours at applicable rate.

ARTICLE 30

SUMMER PROGRAMS

Effective with the 2017 summer program(s), the District agrees to offer any summer school nursing position to unit members prior to offering the work to non-unit members. The unit member must have expressed written interest in the Office of Personnel and be available to work the posted schedule, as well as the entire summer program to be eligible for such assignment. This provision shall only apply to unit members hired prior to July 1, 2016. The District retains all other hiring discretion.

ARTICLE 31

ATTENDANCE BONUS

A perfect attendance bonus equal to one days' pay shall be provided to full-time unit members who achieve perfect attendance in any school year. Perfect attendance is defined as attendance in school for each and every work day. Any absence, irrespective of whether it qualifies as sick leave, personal leave, business day, FMLA leave, etc., disqualifies unit members for this benefit.

ARTICLE 32

ASSIST IN ASSAULT OR CIVIL CASES

Employees shall be required to report all cases of assault and/or civil actions filed against them in connection with their employment. The school attorney shall be available to inform the employee of his rights under the law, and assist the employee as deemed necessary.

ARTICLE 33

IN-SERVICE COURSES

The registered professional nurses agree to maintain licensure and current CPR. The District will reimburse each nurse for the cost of any in-service course/conference/workshop attended that has been approved in writing by the Assistant Superintendent for Student Services

ARTICLE 34

USE OF FACILITIES

The Association shall have the right to use school buildings for meetings provided that permission is obtained from the Assistant Superintendent for Student Services or his/her designee.

ARTICLE 35

DURATION OF AGREEMENT

- A. This Agreement shall become effective upon approval by both parties and shall remain in full force and effect through June 30, 2023, from year to year thereafter unless notice of intent to amend or terminate is served by either party within the thirty (30) day period preceding January 31.
- B. Either party may reopen the contract by serving written notice upon the other within thirty (30) day period prior to January 31, 2023.
- C. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the School District. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority

to make proposals, consider proposals, and reach compromises in the course of negotiations.

- D. It is agreed that all negotiable items have been discussed and that negotiations will not be reopened on any item during the life of this Agreement unless by mutual consent of both parties.

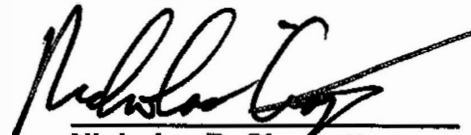
IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

**SOUTH HUNTINGTON REGISTERED
PROFESSIONAL NURSES'
ASSOCIATION**


Helen Martignette, Co-President


Judy Wulfken, Co-President

**BOARD OF EDUCATION
SOUTH HUNTINGTON
UNION FREE SCHOOL
DISTRICT**


Nicholas R. Ciappetta
President

APPENDIX A

WAGES

A.

Year 1 (2019-2020): The salary schedules shall be increased by 2.5%.

Year 2 (2020-2021): The salary schedules shall be increased in accordance with the property tax cap percentage reported to the New York State Comptroller on or before March 1, 2020, subject to a minimum increase of 2.00% (floor) and a maximum increase of 2.7% (ceiling).

Year 3 (2021-2022): The salary schedules shall be increased in accordance with the property tax cap percentage reported to the New York State Comptroller on or before March 1, 2021, subject to a minimum increase of 2.00% (floor) and a maximum increase of 2.7% (ceiling).

Year 4 (2022-2023): The salary schedules shall be increased in accordance with the property tax cap percentage reported to the New York State Comptroller on or before March 1, 2022, subject to a minimum increase of 2.00% (floor) and a maximum increase of 2.7% (ceiling).

Regular increment shall be provided for each year of this agreement.

B. A new salary schedule shall be in effect for employees hired with a start date of on or after July 1, 2012. A revised new salary schedule is in effect for nurses hired on or after July 1, 2016. This schedule replaces the salary schedule that was created for individuals hired on or after July 1, 2012. The 2016/2017 schedule is attached hereto in Appendix "B." This schedule shall increase thereafter at the same rate as the salary schedules in effect for other unit members. To be eligible for column movement on the new schedule for the upcoming school year, the unit member must have obtained the Bachelor of Science degree in nursing prior to July 1st of that school year.

C. Employees beyond Step 14 who were hired prior to July 1, 2016 shall receive an additional one (1) percent of their current salary.

D. The stipend for the designated Nurse Coordinator shall be \$14,000. In the event the designated Nurse Coordinator is assigned to the pre-school program, he/she shall be entitled to that additional stipend in the amount of \$1,624.

With respect to the preschool program stipend, that position shall be filled by the nurse assigned to the school building where the preschoolers attend. In the event the preschool program is split between buildings, and there are more than eighty (80) preschool students in the combined programs, two (2) stipends shall be provided. If there are eighty (80) or less preschool students, then one stipend will be split between the two coordinators. The preschool program stipend shall increase in 2020/2021, 2021/2022 and 2022/2023 in accordance with the increases reflected in Paragraph "A" for the respective years.

E. Nurses hired prior to July 1, 2016 who have obtained a Bachelor of Science degree in nursing shall receive a \$520.00 differential.

F.A bilingual stipend in the amount of \$500 annually shall be provided effective July 1, 2016 for unit members who are proficient in the Spanish language (reading, writing and speaking). Only nurses hired on or after July 1, 2016 shall be eligible for the bilingual stipend.

G. An annual work study stipend in the amount of \$500 shall be provided to unit members who were on staff as of June 30, 2016; and shall be applicable effective July 1, 2016. Such stipend shall be provided in consideration of responsibilities assumed by registered nurses pertaining to developing comprehensive medical alert documents for many students, participating and/or presenting at periodic faculty meetings, attendance at professional meetings including but not limited to those for professional development and for various school organizations, participating in parent/community events such as the Wellness Fair, parent university, and/or holiday drives, and other related responsibilities.

This stipend shall not require regular attendance at before or after school meetings, conferences or other school events. Such attendance and participation in before school and after school events shall continue to be handled in the same way as in the past.

SOUTH HUNTINGTON PROFESSIONAL REGISTERED NURSES ASSOCIATION

APPENDIX B - CURRENT EMPLOYEES

SALARY SCHEDULE - EFFECTIVE 7/1/2019

| STEP | New Contract July 2019 | Tax Cap July 2020 | Tax Cap July 2021 | Tax Cap July 2022 |
|------|---------------------------|----------------------|----------------------|----------------------|
| | 2.50% | 2.33% | 2.00% | TBD AS PER CBA |
| 1 | 52,772 | 54,002 | 55,082 | |
| 2 | 54,094 | 55,355 | 56,462 | |
| 3 | 55,444 | 56,736 | 57,871 | |
| 4 | 56,830 | 58,154 | 59,317 | |
| 5 | 58,248 | 59,605 | 60,797 | |
| 6 | 59,707 | 61,098 | 62,320 | |
| 7 | 61,200 | 62,626 | 63,879 | |
| 8 | 62,729 | 64,191 | 65,474 | |
| 9 | 64,297 | 65,795 | 67,111 | |
| 10 | 65,906 | 67,442 | 68,791 | |
| 11 | 67,555 | 69,129 | 70,512 | |
| 12 | 69,246 | 70,859 | 72,277 | |
| 13 | 70,976 | 72,630 | 74,082 | |
| 14 | 73,467 | 75,178 | 76,682 | |

SOUTH HUNTINGTON PROFESSIONAL REGISTERED NURSES ASSOCIATION

NEW HIRES AFTER 7/1/2016

SALARY SCHEDULE - EFFECTIVE JULY 1 2019

| STEP | New Contract JULY 2019 | Tax Cap JULY 2020 | Tax Cap JULY 2021 | Tax Cap JULY 2022 |
|-------------|-----------------------------------|------------------------------|------------------------------|------------------------------|
| | 2.50% | 2.33% | 2.00% | TBD AS PER CBA |
| 1 | 52,929 | 54,162 | 55,245 | |
| 2 | 53,988 | 55,246 | 56,351 | |
| 3 | 55,046 | 56,328 | 57,455 | |
| 4 | 56,104 | 57,412 | 58,560 | |
| 5 | 57,163 | 58,495 | 59,665 | |
| 6 | 58,222 | 59,579 | 60,770 | |
| 7 | 59,280 | 60,661 | 61,874 | |
| 8 | 60,338 | 61,744 | 62,979 | |
| 9 | 61,398 | 62,828 | 64,085 | |
| 10 | 62,456 | 63,912 | 65,190 | |

SOUTH HUNTINGTON PROFESSIONAL REGISTERED NURSES ASSOCIATION

APPENDIX B - NEW HIRES AFTER 7/1/2016 WITH BS NURSING

SALARY SCHEDULE - EFFECTIVE 7/1/2019

| STEP | New Contract | Tax Cap | Tax Cap | Tax Cap |
|------|--------------|-----------|-----------|----------------|
| | July 2019 | July 2020 | July 2021 | July 2022 |
| | 2.50% | 2.33% | 2.00% | TBD AS PER CBA |
| 1 | 53,458 | 54,703 | 55,797 | |
| 2 | 54,516 | 55,787 | 56,902 | |
| 3 | 55,575 | 56,870 | 58,007 | |
| 4 | 56,633 | 57,953 | 59,112 | |
| 5 | 57,692 | 59,036 | 60,217 | |
| 6 | 58,751 | 60,119 | 61,322 | |
| 7 | 59,809 | 61,203 | 62,427 | |
| 8 | 60,868 | 62,286 | 63,532 | |
| 9 | 61,926 | 63,369 | 64,637 | |
| 10 | 62,985 | 64,452 | 65,741 | |

| | 2.50% | 2.33% | 2.00% | TBD |
|-------------|-------|-------|-------|-------|
| | 19/20 | 20/21 | 21/22 | 22/23 |
| coordinator | 14000 | 14000 | 14000 | 14000 |
| SHIP | 1,624 | 1,662 | 1,695 | |
| BS | 564 | 564 | 564 | 564 |
| work study | 500 | 500 | 500 | 500 |
| Hourly Rate | 56.38 | 57.69 | 58.84 | |

UPDATED 6/14/2021