

Encl. 10.2  
11-17-16

Package Proposal  
NYSNA to Horseheads CSD  
10/27/16 10 am

2.04 *Association Business: Local Representative (Agreed)*

Association will notify Employer of its local employee representatives who are authorized to deal with Employer about employment conditions and adjustments of any problems arising under this agreement. Association will notify Employer in writing of said representatives' designation and authority and any change in either.

**Move from 2.05:**

**The district will release with pay the *elected officers* of the Local Bargaining Unit to attend business meetings of the Association. The number of days provided per school year for this purpose shall not exceed ten (10).**

2.05 *Association Business: General Representative (Agreed)*

A duly authorized general representative of the Association may visit the Employer's premises at a reasonable time to discharge Association's duties as the employees' collective bargaining representative so long as the representative does not interfere with the work of the employees.

**Move the following to 2.04:**

**The district will release with pay the *elected officers* of the Local Bargaining Unit to attend business meetings of the Association. The number of days provided per school year for this purpose shall not exceed ten (10).**

4.05 *Seniority: Application (Agreed)*

Seniority will apply to layoff and recall in the manner herein described. The District will give at least ten (10) workdays' notice of layoff or compensation to the extent that this notice is deficient.

Any and all communication regarding layoff or recall shall occur by Registered Mail or by Certified Mail with Return Receipt to the Association and to the employee at his or her most recent address as shown on the Employer records.

In the event of a layoff, employees shall be laid off on the basis of their seniority, the least senior first. If multiple employees are laid off, employees will exercise their bumping rights in order of seniority. The person (or persons) terminated per this provision shall be placed on a preferred eligibility (**recall**) list for the maximum period permitted by law. Recall notification must be acknowledged by the employee within five (5) working days of receipt. Upon being recalled to a position, the employee shall receive the rate of pay he or she was receiving when the layoff occurred, or, if an increase has been provided, such employee shall receive the increase in pay in addition to the rate of pay he or she was compensated at time of layoff.

Whenever a vacancy occurs, affected employees within the bargaining unit who are on layoff shall be eligible to fill such a position in accordance with their seniority in the reverse order in which they were laid off. **Displaced employees and recall employees are eligible to apply for internal postings. No external candidates will be hired until all recall candidates have been offered positions.**

5.02 *Workdays (Agreed)*

Nurses' schedules will be based upon a one hundred eighty-three (183) day workyear. The parties agree to meet in their regularly scheduled labor management committee meeting, following the determination of the school calendar by the Board of Education for the next school year, to establish the nurses' work schedule for the next school year.

Except as otherwise hereinafter provided, extra time worked will be computed at a nurse's regular hourly rate. Time deducted will be computed at a nurse's regular hourly rate.

For those employees working fewer than five (5) days a week, the specific workdays will be established at least two (2) weeks prior to September fifth of each year. Unit members will receive written notification of their school assignment and the days of the week to be worked. This Employer's intent does not preclude the District's right to reassign workdays with reasonable notice to the employee.

Compensation for any time worked beyond a nurse's regularly scheduled work day requires prior approval from the nurse's building principal. Compensation for approved time worked beyond forty (40) hours will be paid at time and one-half of a nurse's regular hourly rate, except in the circumstances outlined below. Sick leave, personal leave, and emergency days shall be excluded as time worked for computing overtime.

1. Nurses who assist with regularly scheduled athletic physical examinations **during the 183 day workyear in September and June** shall be paid at their regular hourly rate of pay for all hours outside their normal workday.
2. Nurses who assist with regularly scheduled athletic physical examinations **outside the 183 day workyear in August** will receive **one-half day of compensation if under four (4) hours, and one full day of compensation day for each day worked over four (4) hours.**
3. Nurses will attend the following meetings without additional compensation, including staff meetings, Director of Student Services meetings, meetings of the Committee on Special Education, and Site Meetings. A nurse will be paid his/her regular hourly rate when required to attend Parent's Night. Such attendance will require the prior approval of the Director of Student Services.

Any time nurses are called to work, they will receive a minimum of two (2) hours' pay.

7.08 *Incentive for Attendance (Agreed)*

**Delete from CBA as has been eliminated**

- ~~1. Beginning September 1, 2008, for a period of time ending July 1, 2011 employees will be given an incentive when they are not absent from work or limit their absences from work.~~

~~For each school quarter the incentive shall be as follows:~~

- ~~a) One hundred dollars (\$100) when the employee has used no sick leave, personal leave, emergency leave or time off without pay;~~
  - ~~b) Seventy five dollars (\$75) when the employee has used one half (1/2) day total of either sick leave or personal leave or emergency leave or time off without pay;~~
  - ~~c) Fifty dollars (\$50) when the employee has used one day total of any combination of sick leave or personal leave or emergency leave or time off without pay.~~
- ~~2. An employee's eligibility for the incentive will not be negatively affected for time off for jury duty or bereavement leave.~~
  - ~~3. Effective the 2012-2013 school year, the attendance incentive is eliminated.~~

#### *7.02 Sick Leave: Entitlement and Amount*

Incorporate Side Letter of Agreement signed 4/2/14.

#### *7.04 Leave for Death in Family (Agreed)*

Due to the death of an employee's father, mother, son, daughter, spouse, **step-child** or relative in the immediate household of the employee, up to five (5) days absence shall be allowed at full pay. In addition, due to the death of a sibling, mother-in-law, father-in-law, **son-in-law**, **daughter-in-law**, grandparents or grandchild, up to three (3) days absence shall be allowed at full pay. This leave shall not be charged against sick leave.

Employees will receive benefits prorated based upon the percentage of days a nurse is scheduled to work in any school year.

**For any relative or member of the immediate household not listed herein, an employee may make application to the Superintendent or designee for consideration of bereavement time. Requests will not be unreasonably denied.**

#### **9.01 Health Care Coverage**

All employees shall be eligible to participate in a District-sponsored health care plan, with prescription drug coverage, on either an individual or family basis. The District-sponsored health care plan is the Horseheads Central Health Plan (hereinafter "Plan").

Any member of this unit who is employed a minimum of thirty-two and one-half (32 ½) hours per week and elects health care coverage shall make annual contributions as follows:

~~Effective the 2011-2012 School year, employee contributions will be as follows:~~

~~Individual Coverage \$ 625.00 per contract year~~

~~Family Coverage \$1,250.00 per contract year~~

~~Effective the 2012-2013 School year, employee premiums will be divided by 21 pay periods.~~

~~Effective the 2012-2013 School year, nurses covered by this agreement will have the option of two person coverage, in addition to the existing individual and family coverage plans;~~

~~Effective the 2012-2013 School year, employee contributions will be as follows:~~

~~Individual Coverage 9% of premium per contract year~~

~~Two Person Coverage 9% of premium per contract year~~

~~Family Coverage 9% of premium per contract year~~

Effective the 2013-2014 School year, employee contributions will be as follows:

Individual Coverage 12% of premium per contract year

Two Person Coverage 12% of premium per contract year

Family Coverage 12% of premium per contract year

**Effective upon movement to Option 2, 2016-2017 School year, employee contributions will be as follows: 13% of premium per contract year for Individual, Two Person, or Family Coverage.**

**Effective the 2017-2018 School year, employee contributions will be as follows: 14% of premium per contract year for Individual, Two Person, or Family Coverage.**

**Effective the 2018-2019 School year, employee contributions will be as follows: 15% of premium per contract year for Individual, Two Person, or Family Coverage.**

**Effective the 2019-2020 School year, employee contributions will be as follows: 15% of premium per contract year for individual, Two Person, or Family Coverage.**

**Effective June 30, 2020, employee contributions will be as follows: 16% of premium per contract year for Individual, Two Person, or Family Coverage.**

Any member of this unit who is employed less than thirty-two and one-half (32 ½) hours per week and elects health care coverage shall contribute a pro-rata amount based upon hours worked.

~~Effective October 1, 2008, each active unit member shall receive a District contribution of \$200 to be deposited into a Medical Reimbursement Account for use in any uninsured medical expense. From year to year, said monies may roll over, but shall not exceed \$600 in total. Effective upon ratification of this~~

~~agreement, the Medical Reimbursement Account (MRA) deposit shall be discontinued. Any employee who has a balance in the MRA may use that balance for up to eighteen (18) months after ratification.~~

Employees shall be enrolled in the District's Health Care Plan – The Blue Cross/Blue Shield Traditional Plan – with the following co-payments:

**( See Appendix B –Option 2, 4 pages)**

~~Three tiered Drug Co-Payments of \$0 \$5 for generic retail 30 day prescriptions, \$10 \$15 for brand name retail 30 day prescriptions, and \$15 \$20 for non-formulary retail 30 day prescriptions. For mail order (a 90 day refill option requires 1 co-payment) Tier 1 generic, \$0 co-pay, Tier 2 \$15 co-pay, Tier 3 \$25 co-pay.~~

~~Deductible –None~~

~~Coinsurance –None~~

~~Annual Out of Pocket Maximum –None~~

~~Lifetime Benefit Maximum –None~~

~~Office Visits –\$10/visit \$15~~

~~Adult Physicals –\$10/visit~~

~~Well Child Visits –Covered in Full~~

~~Inpatient Hospitalization –Covered in Full~~

~~Outpatient Surgery –\$10/Visit~~

~~Emergency Room (unless admitted within 24 hours) –\$25/Visit \$50~~

~~Diagnostic X-Ray –\$10/Visit~~

~~Diagnostic Lab and Pathology –Covered in Full~~

~~Kidney Dialysis –Covered in Full~~

~~Home Care –Covered in Full~~

~~Hospice –Covered in Full~~

~~Chiropractic –\$10/Visit~~

#### 9.05 *Health Insurance Buy-Out (Agreed)*

Employees who have access to health insurance coverage other than through the District or whose spouses have insurance and can show that the district will be reduced by one health insurance policy shall be eligible to waive health insurance coverage from the District and shall receive **forty-five hundred dollars (\$4,500)** ~~two thousand five hundred dollars (\$2,500)~~ per contract year as a one-time lump sum not to be added to the base salary. Employees electing to waive such coverage shall notify the Employer prior to June 1<sup>st</sup> of each year. New employees shall notify the Employer within thirty (30) days of employment as to their election of health insurance coverage or the sell-back.

Employees who opt out of the Health Insurance Plan shall provide to the Employer, proof of other coverage. The employee shall provide such proof to the Employer, upon request by the Employer at any time during the year, within five (5) days of such request. Should an employee be unable to provide proof of other coverage, then the employee shall be enrolled in the District's Health Insurance Plan on the first day of the month following the unfulfilled request and the buy-out payment shall be prorated to that date. Should an employee lose such coverage for any reason, the employee shall notify the Employer of such loss of coverage and shall be enrolled in the Employer's Health Insurance Plan on the first of the month following such notification and the buy-out payment shall be prorated to that time. Pro-ration shall be based upon months per year (1/12th of the total for each month out of the plan).

New 9.08 Health Insurance Buy-Out into Retirement (Agreed)

**A unit member may, in any year of eligibility for retirement into the New York State Retirement System, elect at the time of retirement to opt out of District Health Insurance Coverage. In exchange for the irrevocable opt-out, the member shall receive an amount equal to two times his/her final base salary. This opt-out provision is only available to those who have access to health insurance coverage other than through the District.**

14.03 *Notices to Parties (agreed)*

Any notice required to be served on Employer under this agreement will be either mailed to Employer by registered or certified mail or delivered to Employer or so mailed or delivered to such person and at such address as Employer may designate by written notice served on Association. Any notice required to be served on Association under this Agreement with respect to termination or modification of this Agreement will be mailed to Association's Executive Director by registered or certified mail addressed to Association's headquarters office, **131 West 33rd Street 4th Floor, New York, NY 10001** ~~11 Cornell Road, Latham, NY 12210~~. **All other notices shall be sent to Association's Albany office, 155 Washington Avenue, Albany, NY 12210**, or to such other persons and at such addresses as Association may designate by written notice served on the Employer.

14.06 *Labor Management Committee (Agreed)*

For the term of this agreement, a labor management committee will be established. District members will be the Director of Human Resources or designee and the Supervisor of ~~Pupil~~ Student Services. Nurse members shall include nurses designated by the Local Bargaining Unit **as the Executive Committee, and the NYSNA representative**. Other personnel will be in attendance as invited.

The committee shall have the authority to make formal recommendations to the **Superintendent** and to the Local Bargaining Unit.

The agendas will be prepared **at least 3 days prior to the meeting** by the Association's General Representative and the **Director of Human Resources or designee**. Items can include, but not be limited to: administration of the contract, mutual problem-solving, and suggestions for the smooth operation of the school health offices.

15. EFFECTIVE DATES AND DURATION

This agreement, except as otherwise stated, will be effective from 12:01 a.m. July 1, **2014** ~~2011~~ and will remain effective until 12:01 a.m. June 30, **2020** ~~2014~~.

16. TERMINATION

This agreement may be terminated effective 12:01 a.m. June 20, **2020** ~~2014~~ by written notice from either party, delivered to the other party not later than April 1, **2020** ~~2014~~, of intent to modify or terminate it and may be terminated effective 12:01 a.m. any subsequent June 1 by similar written notice delivered to the other party not later than the

preceding April 1. Notice of intent to modify will be equivalent to notice of intent to terminate.

**APPENDIX A - SALARY SCHEDULES ( Maintain current contract language on pages 18-20 as a reference)**

**Effective July 1, 2014- step movement only. Effective upon ratification, the previous steps listed through 2014 shall be suspended for the duration of this agreement and all incumbent rates shall be adjusted as follows:**

**Effective July 1, 2015- all rates that are below \$19.00 per hour shall be raised to that amount. Those rates currently above \$19.00 will be increased by \$1.50 per hour.**

**Effective July 1, 2016 – all rates that are below \$20.00 per hour shall be raised to that amount. Those rates currently above \$20.00 will be increased by \$1.00 per hour.**

**Effective July 1, 2017- 2.75% increase to all hourly rates**

**Effective July 1, 2018- 2.75% increase to all hourly rates**

**Effective July 1, 2019- 2.75% increase to all hourly rates**

**Starting rates for new hires**

**2015-2016 - \$19.00 hourly**

**2016-2017 - \$19.75 hourly**

**2017-2018 - \$20.25 hourly**

**2018-2019 - \$20.95 hourly**

**2019-2020 - \$21.40 hourly**

A-1.01. ~~Effective July 1, 2011, July 1 of each year 2014~~ each nurse will be placed on the salary schedule above, one (1) step higher than the step she/he occupied on the ~~corresponding 2010-2011 salary schedule on June 30th, 2014,~~ and shall continue to move up one step higher on the subsequent salary schedules upon completion of each school year.

A-1.02 Longevity Payment (Agreed)

~~Effective the 2011-2012 school year, Employees~~ employees who achieve the following milestones will receive longevity. ~~Employees who achieved a milestone during the 2011-2012 school year will be paid longevity retroactively. Employees who are eligible for longevity during the 2011-2012 school year will receive longevity in the last pay for the 2011-2012 school year; thereafter, employees will receive the longevity in a lump sum payment at the beginning of the school year after which the employee achieves the milestone.~~

5 years of service	\$500
10 years of service	\$800
15 years of service	\$1,000
20 years of service	\$1,250