



AGREEMENT BETWEEN

CITY SCHOOL DISTRICT OF GLEN COVE

and

GLEN COVE NURSES ASSOCIATION,

FROM JULY 1, 2017 to JUNE 30, 2021

TABLE OF CONTENTS

Bereavement Leave	8
Dental Insurance	10
Dues and Initiation Fees	12
General	3
Grievance Procedure	10
Health Insurance	8
Health Insurance Buy-Out	9
Longevity	6
Lunch Hour	7
Miscellaneous	12
Personal Leave	5
Recognition	4
Retirees' Health Insurance	9

Sick Leave 4
Taylor Law Notice 8

Terms 3
Unpaid Leave of Absence8

Wages5
Work Day7
Work Year6

THIS AGREEMENT, is made and entered into on May __, 2019 between the CITY SCHOOL DISTRICT OF GLEN COVE, Nassau County, New York (hereinafter referred to as the District) located at Dosoris Lane, Glen Cove, New York, and the GLEN COVE NURSES ASSOCIATION (hereinafter referred to as the "Association"). Unless specifically modified herein, the terms and conditions of this agreement shall continue in full force and effect from July 1, 2017 to June 30, 2021.

ARTICLE I- GENERAL

1. The labor agreement between the parties for the period of July 1, 2012 through June 30, 2017, expired on June 30, 2017. The parties herewith agree that said agreement shall be modified to the extent set forth herein. Except for changes in language to said agreement made necessary by the following agreement, the provisions of said contract shall remain unchanged.

ARTICLE I - RECOGNITION

The District recognizes the Association as the sole and exclusive bargaining agent for all employees who regularly work twenty (20) or more hours per week in the position of school nurse.

ARTICLE II- SALARY

1. **Starting Salary:**

Effective July 1, 2018: \$35,500
Effective July 1, 2019: \$35,630
Effective July 1, 2020: \$36,271

Any unit member hired before July 1, 2018 whose salary for the 2018-19 school year is less than the starting salary of \$35,500 shall have his/her salary adjusted to \$35,500 retroactive to July 1, 2018, along with a base wage adjustment and salary increase for the applicable year as set forth herein.

2. **Base Wage Increase:**

Effective July 1, 2017: \$250 plus 1.8%
Effective July 1, 2018: \$250 plus 1.8%
Effective July 1, 2019: \$250 plus 1.8%
Effective July 1, 2020: \$250 plus 1.8%

Only those unit members employed by the District at the

time of ratification of this Agreement shall be entitled to the retroactive increases if they were employed during that time period.

3. Educational Stipend:

Unit members hired on or after July 1, 2018 shall not receive a BSN stipend. All other unit members shall receive the BSN annual stipend of \$500.00 (not part of base salary) if they have a BSN degree, or the MSN annual stipend of \$650.00 (not part of base salary), if they have an MSN degree.

4. Lead Nurse Stipend:

The "lead nurse" shall receive an annual stipend of \$1,782 effective July 1, 2017.

5. Direct deposit:

Direct deposit of payroll checks shall be available to all school nurses.

6. Longevity:

After ten (10) years of employment as a school nurse in the District: \$500.00 annual payment that is not part of base salary.

After fifteen (15) years of employment as a school nurse in the District: An additional \$500.00 annual payment that for a total of \$1000.00 that is not part of base salary.

After twenty (20) years of employment as a school nurse in the District: An additional \$500.00 annual payment for a total of \$1,500.00 that is not part of base salary.

ARTICLE III – WORK YEAR AND WORK DAY

1. Work Year:

The work year shall be 184 days inclusive of four (4) superintendent conference days. In addition, school nurses must work the day preceding the teacher's first workday of the school year and summer hours as determined by the Superintendent at their daily rate of pay. Summer hours will be assigned on a voluntary basis. If there are multiple volunteers, the assignment will be based on seniority provided the volunteer had no disciplinary issues and/or more than three (3) absences the prior school year. If there are no volunteers, the Superintendent will make the assignment in her sole discretion.

2. Work Day: The work day shall be seven (7) hours and one (1) minute.

3. Lunch Hour:

A lunch period shall be taken in the nurse's assigned building that is the equivalent of one (1) class period as defined by the master schedule of that assigned building. However, on a case-by-case basis, not to exceed one occasion per week in a

given building, the building principal may grant advance approval, in his or her unfettered discretion, for a nurse to leave the building for all or part of a lunch period. Decisions by the principal regarding leaving the building shall not be subject to the grievance procedure and shall not be challenged in any way or in any forum, except in the case of an allegation of discrimination in violation of law. Notwithstanding the foregoing, such approval will not be granted during special events, including without limitation assemblies, concerts, sporting events, parades and other deviations from the students' regular academic routine.

ARTICLE IV – LEAVES OF ABSENCE

1. **Sick Leave:**

There shall be an allowance of fifteen (15) sick days per year accumulated to two hundred (200) days. Eight (8) of the sick days may be used for family illness. For the initial three (3) years of employment, five (5) sick days per year will be withheld by the District, to be credited back to the school nurse after the third year of employment.

2. **Personal Leave:**

Two (2) absences a year shall be allowed for personal reasons subject to approval of the Superintendent.

3. **Bereavement Leave:**

In case of the death of a member of the immediate family who are defined as spouse, parent, sibling, father in-law or mother in-law, child, grandparent, grandchild, and domestic partner, the school nurse shall be allowed a leave of absence not to exceed five (5) days with full pay.

4. **Unpaid Leave of Absence:**

The Board of Education may grant to any school nurse an unpaid leave of absence not to exceed one (1) year. Application shall be made in writing to the Superintendent.

ARTICLE V – HEALTH AND DENTAL INSURANCE

1. **Health Insurance:**

The District has agreed to provide healthcare insurance as a participating municipality in the NYSHIP program provided by the State of New York. Unit members hired on or before February 1, 2016 will contribute eighteen percent (18%) towards the cost of health insurance premium if enrolled in the District's health insurance plan (individual, family or domestic partner). Unit members hired on or after February 1, 2016 will contribute twenty percent (20%) towards the cost of health insurance premium if enrolled in the District's health insurance plan (individual, family or domestic partner). Any unit member who is entitled to family health coverage under the District's plan,

and who is covered by an insurance plan of a spouse, may voluntarily forego all coverage under the District plan and, at the end of each full year, shall be paid forty percent (40%) of the premium savings realized by the School District.

2. **Health Insurance Buy-Out:**

Any unit member who is entitled to family health coverage under the District's plan, and who is covered by an insurance plan of a spouse, may voluntarily forego all coverage under the District plan and, at the end of each full year, shall be paid forty percent (40%) of the premium savings realized by the District.

Any unit member hired on or after July 1, 2018 who is entitled to family health coverage under the District's plan, and who is covered by an insurance plan of a spouse, may voluntarily forego all coverage under the District plan and, at the end of each full year, shall be paid \$1,500 for declination of individual coverage or \$3,000 for declination of family coverage.

3. **Retirees' Health Insurance:**

To be eligible for health insurance benefits in retirement, a school nurse must have completed at least ten (10) years of service in the District and have retired under the New York State Employees Retirement System. The unit member's contribution towards the cost of health insurance premium in retirement shall be the same contribution rate made by the unit member immediately preceding his/her retirement.

4. **Dental Insurance:**

The District will contribute the sum of \$42.00 per month per school nurse for individual or family coverage in the Delta Dental Plan. Effective February 21, 2019, the District will contribute up to \$62.00 per month per school nurse for individual or family coverage in the Delta Dental Plan.

ARTICLE VI
GRIEVANCE PROCEDURE:

In order to establish a more harmonious and cooperative relationship between the District and its employees, the policy and purpose of this procedure is to provide for the settlement of differences through an orderly grievance procedure. Unit members shall have the right to designate representatives of their own choosing for the purpose of adjustment of their grievances, free from interference, restraint, coercion or reprisal.

Any dispute arising concerning the interruption or application of the terms of this Agreement (or the rights claimed to exist thereunder shall be processed in accordance with the following procedure, except those terms set forth in the last sentence of the preceding paragraph shall not be subject to arbitration):

Section 1:

The school nurse orally and informally shall confer with her immediate supervisor.

Section 2:

If the grievance is not resolved to the satisfaction of the school nurse at the first step, she shall file a written grievance with the principal, provided that this has not been accomplished in the first step. Failure to bring grievance to this section within twenty (20) working days of the occurrence or act forming the basis for the grievance will result in the grievance being waived. The principal has ten (10) working days to file a written response to the grievance.

Section 3:

If the grievance is not resolved at the second step, or if no decision is rendered within ten (10) working days, the school nurse, or unit representative, may submit her grievance, in writing, to the Superintendent for a review of the grievance within ten (10) working days. The Superintendent has twenty (20) working days to file a written response to the grievance.

Section 4:

If the decision of the Superintendent of Schools fails to resolve the grievance, or if no decision is rendered within twenty (20) working days, petition shall be made to the Board of Education within ten (10) working days for a review and determination. The decision of the Board shall be final and binding.

ARTICLE VII – DUES AND INITIATION FEES:

The District will deduct from the school nurse's paycheck (which include the term initiation fees) for all school nurses who have signed a valid dues authorization deduction card. Deductions referred to will be made in ten (10) installments beginning with the last payroll in October. Dues deducted will be remitted to the Association the following month. A complete

listing of all non-member employees will be delivered to the Business Office not later than thirty (30) days prior to the payroll from which the deduction is made.

ARTICLE VIII-MISCELLANEOUS

1. This Agreement shall constitute the full and complete agreement between both parties and may be altered, changed, added to, deleted from or modified only through voluntary, mutual consent of the parties in a written and signed amendment to this contract.

2. If any provision of this Agreement, or any application thereof, shall be contrary to law then such provision or application shall not be deemed valid and binding except to the extent permitted by law but all other provisions or application shall continue in full force and effect.

ARTICLE IX- 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 THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Dr. M. Rianna

Dr. Maria Rianna,
Superintendent of Schools

**NEGOTIATING REPRESENTATIVES
OF THE GLEN COVE SCHOOL NURSE
ASSOCIATION**

Debra DeBronskey Manzione RN
Debra DeBronskey, RN

Kathleen Radecki RN
Kathleen Radecki, RN