

AGREEMENT

between

THE OCEANSIDE UNION
FREE SCHOOL DISTRICT
Town of Hempstead, Nassau County
Oceanside, New York

And

NURSES
OCCUPATIONAL THERAPISTS
And
CERTIFIED OCCUPATIONAL
THERAPIST ASSISTANT
CHAPTER
OF
THE OCEANSIDE FEDERATION OF
TEACHERS
Local 1631
American Federation of Teachers
AFL-CIO

July 1, 2017 – June 30, 2022

TABLE OF CONTENTS

Article I	Recognition	1
Article II	Salary	1
Article III	Retirement	2
Article IV	Leave	3
Article V	Disability	4
Article VI	Insurance	4
Article VII	Working Conditions	5
Article VIII	Deductions	6
Article IX	Personnel Files	7
Article X	Grievance Procedures	7
Article XI	Protection of Employees	10
Article XII	Work Stoppages	11
Article XIII	The Agreement	11
Article XIV	Legal Limitations	11
Nurses' Salary Schedule		Appendix A-E
Occupational Therapists' Salary Schedule A (hired before 7/01/07)		Appendix F-J
Occupational Therapists' Salary Schedule B (hired after 7/01/07)		Appendix K-M
COTA Salary Schedule		Appendix N

THIS AGREEMENT IS MADE AND ENTERED INTO as of the 1ST day of JUNE, 2017 by and between the SUPERINTENDENT OF SCHOOLS OF THE OCEANSIDE UNION FREE SCHOOL DISTRICT, OCEANSIDE, NEW YORK (hereinafter referred to as the "Superintendent"), and the NURSES', OCCUPATIONAL THERAPISTS', AND CERTIFIED OCCUPATIONAL THERAPISTS ASSISTANT CHAPTER OF THE OCEANSIDE FEDERATION OF TEACHERS, LOCAL 1631, AMERICAN FEDERATION OF TEACHERS, AFL-CIO (hereinafter referred to as the "Federation").

ARTICLE I - RECOGNITION

Section 1

- A. The District recognizes the Federation as the exclusive bargaining agent for all nurses, occupational therapists, and certified occupational therapist assistants (COTA).
- B. Nothing contained herein shall be construed to require that any employee covered by this Agreement shall be a member of any employee organization as a condition of employment.
- C. Nothing contained herein shall be construed to prevent the Superintendent and/or his/her authorized representatives from meeting with any employee organization representing nurses, occupational therapists, and COTA for the purpose of hearing the views and proposals of its members.
- D. Nothing contained herein shall be construed to prevent any individual employee from informally discussing an issue with his/her immediate supervisor.
- E. The Federation agrees to continue its policy of admitting all persons to membership without discrimination on the basis of race, creed, color, national origin, sex, sexual orientation, or marital status, and to represent equally all employees without regard to membership or participation in, or association with the activities of, or refusal to participate in the activities of, any employee organization.
- F. The District agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, or membership or participation in, or association with the activities of, any employee organization.

ARTICLE II - SALARY

Section 1

The salary schedules for the period July 1, 2017 - June 30, 2022 are attached as Appendix A-E.

Nurses will have the following salary increases:

- 2017-18: No step movement; salary schedule to increase 1.75%
- 2018-19: Employees on salary schedule to move one full step, creation of Step 16 at 1.75% increase over the value of the 2017-18 Step 15
- 2019-20: No step movement; salary schedule to increase 1.75%
- 2020-21: Employees on salary schedule to move one full step, creation of Step 17 at 1.75% Increase over the value of the 2019-20 Step 16
- 2021-22: No step movement; salary schedule to increase 1.75%

Occupational therapists hired on Salary Schedule A will receive a 1.75% increase to salary schedule in each year of this contract, but will not move up steps (attached as Appendix F-J). Occupational therapists hired on Salary Schedule B will have the following salary increases (attached as Appendix K-M):

- 2017-18: No step movement; salary schedule to increase 1.75%
- 2018-19: Employees on salary schedule to move one full step
- 2019-20: No step movement; salary schedule to increase 1.75%
- 2020-21: Employees on salary schedule to move one full step
- 2021-22: No step movement; salary schedule to increase 1.75%

For COTA's: Salary will increase 1.75% per year of this agreement (Appendix N).

Section 2

Employees covered by this Agreement may elect to be paid 1/21st of their annual salary bi-weekly from September through June, or to be paid 1/25th of their annual salary bi-weekly from September through June, with an addition to the June check of the remaining 4/25^{ths}. Such election is made on or before July 1 annually and is not subject to change during the year.

Section 3

Employees having completed at least ten (10) years of full time, in-district service shall be eligible for a longevity payment of two thousand, eight hundred (\$2,800) dollars. Employees having completed at least fifteen (15) years of such service shall be eligible for an additional longevity payment of two thousand, one hundred (\$2,100) dollars. Employees having completed at least twenty (20) years of such service shall be eligible for an additional longevity payment of two thousand, one hundred (\$2,100) dollars.

Section 4

During each year of this Agreement, nurses, occupational therapists, and COTA shall be reimbursed at the rate allowable for automobile mileage reimbursement by the Internal Revenue Service on September 1 of the respective school year, for previously approved mileage incurred in the performance of their responsibilities to the District.

ARTICLE III - RETIREMENT

Section 1

The District shall participate in the 1/50th contributory retirement plan (Plan 75I), under which an employee joining prior to July 1, 1976 is not required to make any contributions and which provides for a pension of 1/50th of final average salary for each year of service retroactive to April 1, 1960. Employees joining the Retirement System after July 1, 1976 will be required to contribute a percentage of their annual salary based on ERS requirements. Option 41-J shall apply to all members of the Employees' Retirement System.

Section 2

Effective July 1, 2001, a lump sum payment of four thousand (\$4,000) dollars shall be made into an employee's 403(b) account established within VOYA to employees with fifteen (15) or more years of service upon retirement.

Effective July 1, 2001, a lump sum payment of five thousand (\$5,000) dollars shall be made into an employee's 403(b) account established within VOYA to employees with twenty (20) or more years of service upon retirement.

Effective July 1, 2001, a lump sum payment of six thousand (\$6,000) dollars shall be made into an employee's 403(b) account established within VOYA to employees with twenty-five (25) or more years of service upon retirement.

ARTICLE IV - LEAVE

Section 1

Except as hereinafter noted, employees covered by this Agreement shall be entitled to a total of thirteen (13) leave days per year of which three (3) may be used as personal leave and ten (10) may be used for sick leave. If not used in the current year, all or part thereof will be accumulative as accumulated sick days to a maximum of two hundred twenty (220) days, without loss of salary.

New employees will earn sick leave at the rate of one (1) day per full month of service during the first year of service.

Section 2

In addition to time allowed for sick leave, three (3) days shall be allowed in any fiscal year without deduction from salary for personal reasons. Such days must be scheduled three (3) days in advance (except for emergencies), must be discussed with, and have the expressed approval of, the building principal, and only may be taken for the following reasons:

a) Critical illness in immediate family
b) Religious reasons
c) Mandatory court attendance
d) Marriage, graduation, or funeral in immediate family
e) Child born to wife
f) Business appointment of a pressing nature that cannot be scheduled outside of business hours

Section 3

Upon application to the Superintendent, employees may apply for bereavement leave for immediate family members - not to exceed five (5) days in each instance. Immediate family is defined as listed below:

a) mother	f) husband
b) father	g) wife
c) sister	h) children/grandchildren
d) brother	i) grandparents
e) in-laws in the above categories	j) person who makes his/her home in employee's residence

Upon application to the Superintendent, employees covered by this Agreement may apply for bereavement leave for aunts and uncles, not to exceed one (1) day in each instance.

For each day utilized under this policy, an employee shall certify that said day has been taken in accordance with the provision contained herein, subject to penalty described under Rule XXVI of Rules for the Civil Service of the County of Nassau.

Section 4

Child rearing leave shall be granted for up to a two (2) year period.

Section 5

The Superintendent is responsible for granting final approval on all leave allowance.

Section 6

No employee shall lose pay or have his/her personal leave allotment charged for absence due to jury duty; however, any compensation received for such jury duty shall be reimbursed to the District.

ARTICLE V - DISABILITY

Section 1

Total disability shall mean any disability which wholly and continuously prevents the employee from performing his/her usual and customary duties for a period of more than ten (10) working days.

Section 2

In the event that total disability results from an injury on-the job, which is defined as compensable by Workers' Compensation, any employee who has had a least six (6) months of continuous service with the District, and who has utilized all of his/her accumulated sick leave, may be granted leave with 3/4th pay during such period of total disability, but in no instance in excess of forty (40) days for one or more disabilities.

Section 3

For total disability resulting from off-the-job injury, any employee who has had at least six (6) months of continuous service with the District, and who has utilized all of his/her accumulated sick leave, may be granted additional leave with 3/4ths pay during such period of total disability, but in no instance in excess of one hundred eighty (180) days for one or more disabilities.

Section 4

Application for leave under this Article shall be made, in writing, to the Superintendent and Administration and shall be accompanied by a complete medical report by the employee's physician. Approval for such request for leave shall be made only upon certification by the District's medical officer that the employee is totally disabled as herein defined.

ARTICLE VI - INSURANCE

Section 1 - Health Insurance

- A. The District shall furnish health insurance as defined in the rules of the New York State Health Insurance program to all regular, full-time employees covered by this Agreement. The schedule of employer's contribution shall be 82% for the term of this agreement.
- B. Effective July 1, 1998, a unit member who has been the enrollee for individual coverage, or a combination of individual and family coverage, in a District-provided health insurance program for four (4) consecutive years, may discontinue his or her enrollment. In such event, the District will annually pay the employee the sum of one thousand (\$1000) dollars as additional salary. Eligibility to receive a declination payment within the NYSHIP plan may occur only in accordance with NYSHIP rules.

- C. Effective July 1, 1998, a unit member who has been the enrollee for family coverage in a District-provided health insurance program for four (4) consecutive years, may discontinue his or her enrollment. In such event, the District will annually pay the employee the sum of two thousand (\$2000) dollars in additional salary. Eligibility to receive a declination payment within the NYSHIP plan may occur only in accordance with NYSHIP rules.
- D. Effective July 1, 1998, a unit member who has been the enrollee for family coverage in a District-provided health insurance program for four (4) consecutive years, may switch to individual coverage. In such event, the District will annually pay the employee the sum of one thousand (\$1000) dollars in additional salary. Eligibility to receive a declination payment within the NYSHIP plan may occur only in accordance with NYSHIP rules.
- E. The salary in each case shall be paid in the last payroll of the year. The enrollee must make application for such salary by May 1 of the preceding school year on a form to be provided by the District.

Section 2 - Dental Insurance

The District shall provide dental insurance for all employees covered by this Agreement who wish to join. The District's contribution shall be equal to that in the Teachers' Agreement.

Section 3 - Life Insurance

Life insurance shall be furnished that shall equal that percentage of annual salary as stated in the Teachers' Agreement, rounded to the next lowest multiple of one thousand (\$1000) dollars. Life insurance premiums shall be fully paid for by the District. Employees covered by this Agreement shall receive individual policies.

Section 4 – The District shall contribute to Long Term Disability Plan for nurses in the amount equal to teachers. Participation is voluntary.

Section 5 - IRC Flexible Benefits Plan

The District shall provide to employees covered by this Agreement the flexible benefits plan, which is currently in effect.

ARTICLE VII - WORKING CONDITIONS

Section 1 – Nurses

- A. The nurses' day shall be seven and one-half (7½) hours, with six and one-half (6½) hours of assigned time, one-hour lunch, and no break. The starting time of the seven and one-half (7½) hour day will be at the discretion of the principal after discussion with the nurse.
- B. Nurses shall be allowed to work three (3) days prior to the teachers' return. This shall be voluntary and, if worked, compensated at 1/200th of the nurse's salary. If worked, the date must be approved by the nurse's supervisor.
- C. Any nurse requested by the District to come in during July or August shall be paid at the rate of one hundred twenty five (\$125) dollars per diem or one (1) day's salary, whichever is greater. In addition, nurses requested to work days other than regularly scheduled workdays shall be paid time and one-half, except for Sundays, which will be paid double time.
- D. Nurses shall be required to do physicals after school, when asked, at straight time.

Section 2 – Occupational Therapists and COTA

- A. The occupational therapists and COTA shall work seven (7) hours per day. They shall have fifty (50) minutes for lunch, and have a thirty (30) minute preparation period each day.
- B. Occupational therapists and COTA shall be required to attend parent-teacher conferences in their schools at no additional remuneration.
- C. Occupational therapists and COTA shall be required to spend twenty (20) hours per year attending ten (10) faculty meetings and ten (10) department meetings at no additional remuneration.

Section 3 – Nurses/Occupational Therapists/COTA

- A. Nurses, occupational therapists, and COTA shall be on teachers' calendar.
- B. Occupational therapists, and COTA shall be required to attend back- to-school night at no additional remuneration.
- C. Effective 7/1/13, nurses, occupational therapists and COTA shall be required to complete twelve (12) hours of in-service training per year, after school hours, at no additional remuneration.
- D. Employees traveling between schools as part of their work schedule shall have a minimum of fifteen (15) minutes for travel and shall be reimbursed at the approved rate (Article II, Section 4) twice per year, not to exceed the maximum allowable mileage.

ARTICLE VIII - DEDUCTIONS

Section 1 - Dues Deductions

The District agrees to deduct from the salaries of employees covered by this Agreement, dues for the Oceanside Federation of Teachers, as said employees individually and voluntarily authorize the District to make such deductions. Employee authorization will be in writing, in the form provided by the District.

Section 2 - Credit Union Deductions

The District shall make provisions for deductions to the Nassau Educators Credit Union upon application by the employee.

Section 3 - Deductions for Tax-sheltered Annuities

The District shall continue to make deductions for tax-sheltered annuity plans. However, effective October 3, 1990, the District shall not be required to make deductions for new plan enrollees in any companies other than:

AXA Equitable Life Insurance Company	Oppenheimer Fund
Fidelity Management Trust	Paul Revere Life Insurance Group
VOYA	T Rowe Price Trust Co
Legend Group – Employee Benefit A/C	Union Central Life Ins Co
Mass Mutual VA	Unity Mutual Life
Met Life of CT (Travelers)	USAA Life Insurance Co
Mutual Inc	Vanguard Fiduciary Trust Co
New York Life Ins. & Annuity Corp	Wilton Reassurance Life Co of NY

A new company may be added to this list provided ten (10) or more employees elect to participate in that company's plan.

Section 4 - Deductions for Fringe Benefits

The District shall, upon application of the employee, make deductions for health insurance, dental insurance, and long-term disability.

Section 5 - NYSUT Benefits Program

The District shall make deductions for the NYSUT Benefits Program upon application by the employee

ARTICLE IX - PERSONNEL FILES

Section 1

- a) Any employee covered by this Agreement may read and/or make copies of anything in his/her personnel files, excluding confidential references.
- b) Memos intended for the employee's file must indicate such intention by affixing "cc/file" on lower portion of memo.
- c) The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content.
- d) However, an incident that has not been reduced to writing within three (3) months of its occurrence, exclusive of the summer months, may not be added to the file.
- e) The employee shall have the right to answer any material filed and his/her answer shall be attached to the copy for the file.
- f) Material will be removed from the files when an employee's claim that it is inaccurate or unfair is sustained.

ARTICLE X - GRIEVANCE PROCEDURES

It is the declared objective of the parties 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 complaints.

Section 1 - Definition

- A. **Grievance** is a complaint by an employee concerning the effect, Interpretation, application, or violation of this Agreement.
- B. **Employee** is any employee covered by this Agreement.
- C. **Days** are working school days.
- D. **Aggrieved** is the employee filing a grievance.
- E. **Supervisor** is the person to whom the aggrieved is directly responsible.

Section 2 - Procedure

A. Informal Stage

An employee may present a grievance to his/her supervisor within ten (10) days following the act or condition which is the basis of the grievance. The supervisor shall informally discuss the grievance with the aggrieved and, within five (5) days of aforesaid informal discussion, render a written decision to the aggrieved.

The decision may be pursued in the following manner:

B. Stage I

Within five (5) days of the decision of the supervisor, the aggrieved may appeal the decision to the building principal. The building principal, within five (5) days of receipt of the appeal, shall meet and confer with the aggrieved and the supervisor with a view to arriving at a mutually satisfactory resolution to the grievance.

The building principal shall communicate his/her decision, in writing, to the parties within five (5) days of the conference.

C. Stage II

Within five (5) days of the decision of the building principal, the aggrieved may appeal the decision to the Assistant Superintendent.

The Assistant Superintendent, within five (5) days of receipt of the appeal, shall meet and confer with the aggrieved and the building principal with a view to arriving at a mutually satisfactory resolution of the grievance. The Assistant Superintendent shall communicate his/her decision, in writing, to the parties within five (5) days of the conference.

D. Stage III

Within five (5) days of the decision of the Assistant Superintendent, the aggrieved may appeal the decision to the Superintendent.

The Superintendent, within five (5) days of the receipt of the appeal, shall meet and confer with the aggrieved and the Assistant Superintendent with a view to arriving at a mutually satisfactory resolution of the grievance.

The Superintendent shall communicate his/her decision, in writing, to the parties within five (5) days of the conference.

E. Stage IV

Within five (5) days of the decision of the Superintendent, the aggrieved may make a written request to the Superintendent for advisory arbitration. The request shall include the aggrieved's choice of a person to participate on a tripartite arbitration panel as well as a brief statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the Agreement involved.

Within three (3) days of receipt of the request for advisory arbitration, the Superintendent shall select the second member of the arbitration panel, and shall notify the aggrieved of his/her choice.

The two members so named shall meet within three (3) days thereafter and shall select a third person to serve as chairperson of the tripartite panel. If the two cannot agree within two (2)

days on selection of a chairperson, they shall utilize the procedures of the New York State Public Employment Relations Board to assist them in selection of a chairperson.

Following selection of the chairperson, the Superintendent shall furnish the three members of the panel copies of all documents and papers concerning the grievance.

The chairperson shall convene all parties concerned within a reasonable time of his/her selection and shall provide the parties with the opportunity to present oral and written statements concerning the grievance.

The tripartite panel shall issue its advisory opinion not later than thirty (30) days from the date of the closing of the hearings. The opinion shall set forth the panel's conclusions on the issue submitted.

The panel shall limit its decision strictly to the application and interpretation of the provisions of this Agreement and it shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement.

The Superintendent shall communicate his/her decision concerning acceptance of the panel's recommendation, in writing, to the aggrieved, within five (5) days of receipt of the panel's written opinion.

F. Stage V

If the Superintendent or the aggrieved does not accept the opinion of the tripartite panel, the aggrieved may appeal to the Board of Education within five (5) days after he/she has received the decision of the Superintendent.

The Board, within fifteen (15) days of receipt of the appeal, shall conduct a hearing on the grievance.

The Board shall communicate its decision, in writing, to the aggrieved and to the Superintendent within thirty (30) days of the hearing.

Section 3 - Rules and Regulations

- A. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any employee from presenting and processing a grievance through the procedures provided in this Article.
- B. An employee shall have the right to be represented at any stage of these procedures by the Federation or a person of his/her choice.
- C. Copies of all documents submitted as evidence in these procedures shall be made available to the parties to these procedures.
- D. Where an employee is not represented by the Federation at Stages III and V of these procedures, a Federation representative may be present to state his/her views on the grievance. Copies of documents submitted as evidence at these stages shall be made available to the Federation upon request.
- E. Failure at any stage of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next stage. Failure at any

stage of this procedure to appeal a grievance to the next stage within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

- F. The time limits specified in any step of this procedure may be extended, or shortened, in any specific instance, by mutual agreement.
- G. Records of grievance procedures shall not be made a part of an employee's personnel file.
- H. Appeals of decisions shall be in writing, shall set forth specifically in what manner the decision is erroneous and the remedy desired, and shall state the name of the employee's representative, if any.
- I. Notice of a conference to be held at any of the stages of these proceedings shall be sent to all parties to the proceedings of that stage, including the employee's representative, if any.
- J. The grievance stated in writing at Stage I shall not be changed, altered, or modified at any subsequent stage of these procedures.
- K. An employee may present oral and written statements concerning his/her grievance at any stage of these procedures.
- L. Decisions rendered during any stage of these procedures shall be issued to all parties to the proceedings of that stage, including the employee's representative, if any.
- M. Where a supervisor is a person other than a department chairperson, the aggrieved shall proceed directly to the stage at which his/her supervisor appears in these procedures. Within five (5) days of an informal discussion, the supervisor in question shall communicate his/her decision to the aggrieved, in writing.
- N. The parties shall share equally the expense of the chairperson of the arbitration panel.
- O. Decisions of the Superintendent at Stages III and IV, and decisions of the Board at Stage V, shall affect all other employees similarly situated.

ARTICLE XI - PROTECTION OF EMPLOYEES

Section 1

- a) All employees who are appointed from a Civil Service list are afforded the protection of Sections 75, 76, and 77 of the Civil Service Law - Title B.
- b) All employees not appointed from a Civil Service list shall receive all privileges afforded under Sections 75, 76, and 77 of the Civil Service Law after one (1) year of employment.

Section 2

Employees working less than a full schedule shall be compensated at regular salary for those days when required to work full schedule.

Section 3

The District shall establish a three hundred dollar (\$300) fund at the beginning of each school year to be used to reimburse employees who have suffered loss or damage to personal property as a result of their employment.

No single individual may receive an excess of one hundred fifty (\$150) dollars.

ARTICLE XII - WORK STOPPAGES

Section 1

The Federation and the District recognize that strikes and other forms of work stoppages by employees covered by this Agreement are contrary to law and public policy. The Federation and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption to the school program. The Federation, therefore, agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work, by the employees covered by this Agreement, nor any instigation thereof.

ARTICLE XIII - THE AGREEMENT

Section 1

The provisions of this Agreement shall be effective as of July 1, 2017 and shall remain in effect until June 30, 2022.

Section 2

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.

Section 3

This Agreement shall not be changed, altered, or modified in any manner unless consented to, in writing, by the parties concerned herein.

Section 4

The parties shall exchange demands for a future contract no later than February 1, 2022.

ARTICLE XIV - LEGAL LIMITATIONS

In the event the terms of this Agreement are contrary to any provisions of appropriate existing federal, state, or local statutes, or ordinances, or if any part or portion of this Agreement shall be deemed to be unconstitutional, then only that part of portion of this Agreement which is in conflict with the law, or unconstitutional, shall be considered ineffective and unenforceable, while the balance of the terms and provisions of this Agreement shall continue to be binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 1st day of JUNE, 2017.

OCEANSIDE FEDERATION OF TEACHERS
Nurses, Occupational Therapists, and COTA Chapter

Nancy J. Murphy
Nurses Chairperson

Michael R. Meyer, OT
Occupational Therapists/COTA Chairperson

Patricia Sabatola
Affiliates' V.P., OFT

Wm. M. Rockell
President, OFT

OCEANSIDE UNION FREE SCHOOL DISTRICT

Quinn A. Naurigta
Superintendent of Schools

APPENDIX A

APPENDIX C

APPENDIX D

APPENDIX E

APPENDIX F

APPENDIX G

APPENDIX I

APPENDIX M

Appendix N