

AGENDA

BOARD OF EDUCATION • LEVITTOWN, NEW YORK

LEVITTOWN UNION FREE SCHOOL DISTRICT • TOWN OF HEMPSTEAD • LEVITTOWN, NEW YORK
www.levittownschools.com

SPECIAL MEETING

LEVITTOWN MEMORIAL EDUCATION CENTER
Wednesday, June 24, 2015

5:15 P.M.

Success for Every Student

I. CALL TO ORDER

Call to order text

- A. 5:00 P.M. - Anticipated Motion to move to Executive Session.

Recommended Motion: "BE IT RESOLVED, that the Levittown Board of Education does, hereby, move to Executive Session to discuss the following items: legal and/or personnel items."

- B. 5:15 P.M. Reconvene Public Session

1. Pledge of Allegiance
2. Moment of Silence

II. PUBLIC BE HEARD

III. ACTION ITEMS: NEW BUSINESS

Memorandum of Agreement with CSEA

Enclosure

Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, ratify and approve the 2012-2017 memorandum of agreement between the Levittown UFSD and the Levittown Unit #7551 of the National Educational Local 865 of the Civil Service Employees Association, Inc. (CSEA)."

IV. MOTION TO ADJOURN

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STIPULATION OF AGREEMENT, made and entered into this 22nd day of June 2015, by and between the negotiating committees for the Levittown Union Free School District and the Levittown Unit #7551 of the Nassau Educational Local #865 of the Civil Service Employees Association, Inc. ("the CSEA").

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at a successor collective bargaining agreement to the one that expired on June 30, 2012; and

WHEREAS, the parties have arrived at a tentative agreement,

NOW, THEREFORE, in consideration of the natural covenants contained herein, the parties hereby stipulate and agree as follows:

1. The provisions of this Stipulation are subject to ratification by the CSEA's membership and ratification and approval by the Board of Education.
2. The signatories below agree to recommend the stipulation for ratification/approval.
3. A copy of this original document has been provided to representatives of the District and the CSEA.
4. All proposals not covered herein made by either party during the course of negotiations will be deemed dropped.
5. The provisions of the new Agreement will as per the attached draft agreement, unless subsequently agreed upon in writing by the parties.
6. Housekeeping. Revise the contract to reflect that it is between the District and the CSEA. (Cover; page 1, 1st ¶; WITNESSETH, 1st ¶;

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WITNESSETH, 2nd ¶ (1st line); Article II, 2nd ¶, 2nd sentence; Article III(1); Article III(2); Article IV; Article XVI (1st ¶); Article XXI; Article XXV(C);
Signature line (housekeeping).

7. Article I (2nd ¶) (Recognition). Revise the 2nd sentence to read that negotiations will cease “for all titles affected by the petition” (required by law; housekeeping).

8. Article I (2nd ¶) (Recognition). Delete the 3rd sentence (illegal; housekeeping).

9. Article III(3)(2nd ¶) (Agency Fee). Change “shall create” to “has created” (housekeeping).

10. Article VII (CSL 204-a). Capitalize the paragraph and change “therefore” to “therefor” (housekeeping).

11. Article IX(1) (Probation). Revise to read, “The duration of a probationary appointment will be as is required by applicable law” (housekeeping).

12. Article IX(3) ((Evaluations). Effective upon the complete ratification and approval of the 2012-2017 Agreement, all employee signatures and reactions will be appended/submitted within 10 working days after receipt of the document.

13. Article XII(A) (Grievances). Effective upon the complete ratification and approval of the 2012-2017 Agreement, revise the definition of a “grievance” to be, “An alleged violation or inequitable application of a specific provision of the Agreement.”

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14. Article XII (Step IV) (Arbitration). Effective upon the complete ratification and approval of the 2012-2017 Agreement, revise so that only the CSEA may appeal to arbitration.

15. Article XII (Step IV)(1st ¶)(1st-3rd sentences) (Arbitration). For all demands for arbitration filed on or after the complete ratification and approval of the 2012-2017 Agreement, revise to read as follows: “If the grievance is not resolved at STEP III, the Association will have 10 business days within which to submit the grievance to arbitration. Arbitration will be invoked by the Association with notice to the Superintendent of Schools to be sent by, at a minimum, certified mail, return receipt requested. Within 10 business days of receipt of the Association’s written notification that it is invoking arbitration, the Superintendent of Schools or designee will assign the next available arbitrator from the parties’ grievance arbitration panel. Arbitration will be conducted before a rotating panel comprised of the following arbitrators: Jacquelin Drucker, Philip Maier and David Stein. Any arbitrator(s) may be removed from the panel by a party upon written notice to the other to be received by that party by not later than December 1 each calendar year. Should this occur, the parties will immediately meet to attempt to agree upon a replacement(s). Failure to agree upon a replacement(s) will not be subject to the grievance or arbitration procedure, PERB or court jurisdiction, or other third party review except that, if the panel contains fewer than two names for one or more months, then a party will have the unilateral option, on written notice to the other, to replace the panel for grievances not then pending with arbitration

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through the AAA as specified in the 2007-2012 Agreement. Arbitrators will be selected on a rotating basis in alphabetical order and written notification of the arbitrator selected will be sent out on a form to be prepared by the District.

Arbitrations will be assigned to arbitrators in the order in which they are received by the Superintendent of Schools. The Superintendent of Schools' assignment of arbitrators will constitute a ministerial act, and will not constitute participation by the District in the arbitration for purposes of preventing the District from filing an application to stay arbitration pursuant to New York Civil Practice Law and Rules Section 7503. If the District elects to file an application to stay an arbitration, it must do so within 20 calendar days after its receipt of the Association's notice of demand for arbitration in accordance with the New York Civil Practice Law and Rules Section 7503...."

16. Article XIV(2) (Bereavement). Add after "immediate family," "(effective upon the complete ratification and approval of the 2012-2017 Agreement, including Grandparents, Mother-in-law and Father-in-law)" and delete the last sentence.

17. Article XIX (New) (Health Insurance). Add: "Effective upon the complete ratification and approval of the 2012-2017 Agreement, if two persons are currently receiving (or are eligible to receive) family health insurance benefits through the District, only one will be permitted to continue to receive family level coverage."

18. Article XIX (2nd ¶) (Health Insurance). Change to require a 77.5% District contribution for employees hired on or after the date on which the 2012-2017 Agreement is fully ratified and approved.

19. Article XIX (8th ¶) (Health Insurance Buy-Out). Add: “The CSEA acknowledges that the District will implement NYSHIP Policy Memorandum 122r3, effective January 1, 2016, unless and until it is finally vacated or set aside by a court or other adjudicatory body. In that event, the preexisting terms and conditions of employment affected by NYSHIP Policy Memorandum 122r3 will be reinstated as soon as is permitted by applicable laws, rules and regulations. Also, in that event, effective and retroactive to January 1, 2016, any employee who, during the 2016 or subsequent calendar year: (i) was eligible for the District’s then existing health insurance buyout benefit for that year; and (ii) timely, fully and accurately submitted to the District the required health insurance opt-out documentation; and (iii) subsequently declined Empire Health Insurance Plan coverage through the District’s health insurance plan; and (iv) remained otherwise eligible for insurance coverage through the District or through his/her spouse’s employer’s health insurance plan or his/her own non-District health insurance plan; and (v) did not receive a health insurance buyout payment from either the District or indirectly through his/her spouse’s employer or the employee’s other health insurance plan provider; and (vi) due to the District’s implementation of NYSHIP Policy Memorandum 122r3 did not receive a buyout payment for that year, will receive a payment in the amount set forth in this

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Article. Nothing contained in this paragraph will be construed as waiving the rights of the District, Association or employees or bargaining unit-represented retirees to commence or join any litigation challenging NYSHIP Policy Memorandum 122r3 (other than litigation challenging the validity of this Agreement). Implementation includes, but is not limited to, revising the second sentence to read as follows: “An employee who has had coverage for three years may give up District coverage and will be compensated at the end of one year without District coverage in a gross amount equal to 40% of the premium saved by the District, provided that the employee’s alternative coverage is other than through the NYSHIP.” Implementation also includes adding the following to the end of the ninth paragraph: “An employee wishing to reenroll in the NYSHIP prior to the end of the buyout period must provide the District with adequate documentation establishing the employee’s eligibility to reenroll.”

20. Article XXIV (Salary). The first paragraph will be revised to read, “The salary schedules are attached to this Agreement. The salary schedules in effect on June 30, 2012 will remain in effect on July 1, 2012. The salary schedule in effect on June 30, 2013 will remain in effect on July 1, 2013. The salary schedule in effect on June 30, 2014 will remain in effect on July 1, 2014. All employees on the payroll on the date on which the 2012-2017 Agreement is fully ratified and approved will receive an \$850 off-schedule, non-recurring one-time bonus, minus applicable taxes and withholdings, to be paid within 60 calendar days from the date on which the 2012-2017 Agreement is fully ratified and

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approved. Effective July 1, 2015, each step on the salary schedules and hourly rates will be increased by 2% and step movement for eligible employees will occur on January 1, 2016. Effective July 1, 2016, each step on the salary schedule and hourly rates will be increased by 1% and one-half of the 2016-2017 step movement for eligible employees will occur on July 1, 2016 and the other half of the 2016-2017 step movement for eligible employees will occur on January 1, 2017. Effective June 30, 2017 at 11:59:59 p.m., full step movement will resume for eligible employees.

21. Article XXXIII(2) (Salary/Nurses). Add after the last sentence: “Effective July 1, 2015, Registered Nurses and Licensed Practical Nurses may elect to be paid in 20 or 24 equal installments. If a Registered Nurse or Licensed Practical Nurse elects to be paid in 24 installments, the additional four installments will be paid on the last pay day of June.”

22. Article XXIX(2) (2nd sentence) (Vacancies). Insert “unit” between “full-time” and “job opportunities.”

23. Article XXIX(4) (last ¶) (Lay-Offs). Insert at the beginning of the paragraph: “Except for employees in the civil service, whose rights are governed by applicable law,” (law; housekeeping).

24. Article XXX(1)(1) (Vacancies). Insert “unit” between “full-time” and “promotional opportunities.”

25. Article XXX(1)(5) (Lay-Offs). Insert “District-wide” before “seniority” in the first line.

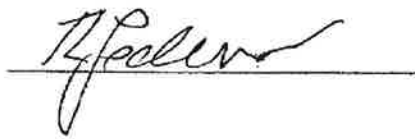
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26. Article XXXIII(8) (NEW) (Travel Pay/Nurses). "Effective July 1, 2015, Registered Nurses and Licensed Practical Nurses who are regularly assigned at least once a week to travel between two or more buildings on the same day will be given a mileage stipend."

27. Article XXXV (Duration). This Agreement will be effective July 1, 2012 and continue in full force and effect through June 30, 2017.

28. Direct Deposit (NEW). Add: "Effective July 1, 2015, employees will participate in direct deposit of paychecks and provide the relevant bank account information to the District. The District will provide access to electronic and paper paystubs in accordance with applicable law. An employee who does not have a bank account as of the date of the complete ratification and approval of the 2012-2017 Agreement will open one by July 1, 2015, even if solely for the purpose of participating in direct deposit of paychecks."

FOR THE DISTRICT:



FOR THE CSEA:

