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Title: **North Babylon Union Free School District and North Babylon Association of Registered Professional Nurses, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 237 (2002)**

Employer Name: **North Babylon Union Free School District**

Union: **North Babylon Association of Registered Professional Nurses, International Brotherhood of Teamsters (IBT)**

Local: **237**

Effective Date: **07/01/2002**

Expiration Date: **06/30/2007**

PERB ID Number: **8151**

Unit Size:

Number of Pages: **17**

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RN/8151

NORTH BABYLON UNION FREE SCHOOL DISTRICT

North Babylon, New York

AGREEMENT

between the

NORTH BABYLON BOARD OF EDUCATION

and the

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL 237**

**ASSOCIATION OF
REGISTERED PROFESSIONAL NURSES
OF
NORTH BABYLON**

July 1, 2002 - June 30, 2007

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PREAMBLE

The Board and the Union recognize that assistance in attaining the objectives of the school health program is immeasurably afforded when mutual understanding, cooperation, and effective communications exist between the Board and its employees covered by this Agreement, the Registered Professional Nurses.

It is agreed as follows:

ARTICLE I - RECOGNITION

The Board recognizes the International Brotherhood of Teamsters, Local 237, AFL-CIO, as the exclusive representative of all regular full-time licensed registered professional nurses employed by the North Babylon School District, for the purposes of collective negotiations with respect to hours, wages, and terms and conditions of employment.

ARTICLE II - COMPENSATION

A. Salaries

A salary schedule for the years 2002-03, 2003-04, 2004-05, 2005-06, and 2006-07 has been agreed upon between the Board of Education of the North Babylon Union Free School District and the International Brotherhood of Teamsters, Local 237, AFL-CIO (see Addendum I).

B. Longevity

Longevity allowances will be paid per the following schedule (see Addendum II):

After 10 years	\$500
After 15 years	\$750
After 20 years	\$1,000

C. Payroll Deductions

Upon request and having completed the appropriate form, nurses may have payroll deductions made for the following purposes:

Tax-Sheltered Annuities
Teachers' Credit Union

D. Retirement Plan

All full-time nurses represented under this agreement are provided with retirement benefits under the New York State Retirement Plan Section 751.

E. Agency Shop

1. Effective with the signing of this Agreement, the Union shall notify all employees who are presently on payroll that those employees who are not presently members of the Union or one of its affiliates, shall have the right to join the Union or one of its affiliates. Such notice shall further inform the employees that those who do not choose to join the Union or one of its affiliates shall have deducted from their salary an agency shop fee which shall be an amount equivalent to the amount of dues payable by a member. The employer agrees that the said notices may be distributed through the Business Office of the District.
2. No later than thirty (30) days from the execution of this Agreement, such agency shop fee shall be deducted from the salary of employees who are on the payroll as of the date of execution hereof, who do not choose to become members and from the salary of employees whose membership has not yet become effective.
3. Every employee appointed after the date of execution hereof, who does not join the Union or one of its affiliates at the time of appointment, or who does join at date of appointment, but whose membership has not yet become effective shall have an agency shop fee deducted. If the employee joins the Union, such agency shop fee deduction shall be discontinued on the same date the dues check-off authorization takes effect.
4. An employee, who terminates Union membership, shall have deducted from his/her salary an agency shop fee. Such agency shop fee shall be effective on the same date as the revocation of authorization for dues deduction takes effect.
5. The agency shop fee for each employee covered by this Agreement shall be deducted from the employee's regular paycheck and shall be in an amount equal to the periodic dues levied by the Union for employees in the affected titles as currently checked off by the North Babylon Union Free School District. The Union shall certify to the "Employer" the appropriate amount or rate for the agency shop fee deduction.
6. The Union shall have exclusive right to the deduction and transmittal of the agency shop for employees within the titles covered by this Agreement. The employer shall transmit, no later than the first working date of the second month following the month in which the agency shop fee has been collected, the total of such agency shop fee deductions collected at the same rates as are provided for the check-off of membership dues.
7. Changes in the amount of an agency shop fee deduction shall be effective at the same time as is the practice with changes in membership dues deductions but no fewer times than the first payroll subsequent to January 1, or July 1, following the date on which notice of such change is furnished. Request for changes in the rate of dues deductions shall be deemed to be a request for a change in the agency shop fee.

8. Upon receipt by the employer of the notice of change in the amount of the agency shop fee deductions, employees having the agency shop fee deducted shall be notified, in writing, by the Union of the change in the amount to be deducted and when such deductions will begin. A copy of this notice shall be sent to the Business Office. The employer agrees that the said notice may be distributed through the Business Office of the district.
9. Agency shop fee deductions will be applied to regular payrolls only.
10. In cases of unearned salaries or wages of employees covered by this Agreement refunded to appropriation accounts, and in cases of salaries or wages of employees covered by this Agreement transferred to "UNCLAIMED" accounts, necessary adjustments in agency shop fee accounts will be made by recovery from available unpaid Union agency shop fee fund balances and returned to the Controller.
11. The Union shall refund to the employees any agency shop fees wrongfully deducted and transmitted to the Union.
12. No assessments of any kind or nature will be collected through the agency shop fee deduction.
13. No arrears of any kind or nature will be collected through the agency fee deduction.
14. The Employer shall not be liable in the operation of the agency shop fee deductions for any mistake or error of judgment or any other act of omission or commission and the Union agrees to hold the Employer harmless against any claim whatsoever arising out of the deduction and transmittal of said agency shop fee to the Union.
15. Agency shop fee deductions will be considered last in arithmetical sequence when residual amount of pay after other deductions is less than the full amount of the agency shop fee deduction, and no fractional amount of agency shop fee deductions will be made nor carried over for deduction in any subsequent payroll period.
16. The Union affirms that I.B.T., Local 237, has established and is maintaining a procedure which provides for the refund, to any employee demanding the same, of any part of an agency shop fee which represents an employee's pro rate share of expenditures by the Union in the aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

It is expressly agreed that in the event such procedure is disestablished, then this Agreement, insofar as it relates to agency shop fee deductions, shall be null and void.

- ~~17. That any grievance with respect to the agency shop refund procedure shall be excluded from the contractual grievance procedure. A grievant shall look only to the Union for relief.~~
18. Notwithstanding the effective date of this Agreement, the implementation of this provision will take effect on the date of execution hereof. Further, the Employer shall not be liable for such agency shop fees, deductible, if any, prior to the date of execution hereof.

19. In the event that any provision of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.
- F. Employees shall have the option of receiving their annualized salary over a 52-week period (26 paychecks). Employees wishing to elect this option must notify the Business Office in writing, prior to the commencement of the school year for which the election shall remain in effect.

ARTICLE III - SCHOOL YEAR AND SCHOOL DAY

- A. The length of the work year (days of service) and the hours of the school day for nurses, shall be the same as that designated for teachers on the teachers' school calendar.
- B. Each school nurse will be expected to attend regular and additional faculty meetings as scheduled by the building principal.
- C. Each school nurse will be expected to attend regular and additional nurses' meetings as scheduled by the Superintendent or his/her designee.
- D. An uninterrupted daily duty free lunch period, except in the event of an emergency, shall be scheduled for each school nurse by the building principal. School nurses may leave their assigned building during their lunch period after signing out with their building principal, except in the event of an emergency.
- E. A list of Registered Professional Nurses who are available as substitutes, will be maintained by the Administration Office. This list will be available to all nurses through their Association.
- F. Insofar as possible, Registered Nurses shall not be assigned to tasks outside of the scope of their basic position. The District maintains the right to assign any additional tasks in emergency situations at the discretion of the building administrator.
- G. Employees shall be required to wear a District supplied photo ID badge during all work hours, and not during non-work hours.
- H. The Board will accept financial responsibility for medical courses when they directly relate to the health and welfare of students and faculty, provided the nurse first obtains the approval of the Superintendent of Schools. The decision of the Superintendent shall be final and not reviewable under the grievance provisions of this contract.

ARTICLE IV - INSURANCE

A. **Health and Dental Insurance**

The Board shall pay the premiums of health and dental insurance plans to the following extent:

1. 80% of both individual and dependent premium costs for Registered Nurses enrolled in the respective plans subsequent to May 1, 1972.
2. Effective March 1, 1973, 100% of individual premium costs and 90% of the dependent costs for those Registered Nurses enrolled in the respective plans for four (4) years subsequent to May 1, 1972.
3. Effective June 30, 1995, all employees shall be required to contribute a *minimum of ten percent (10%) of the individual premium cost of their health insurance plan*. Employees required to contribute greater than ten percent (10%) of the individual premium cost of their health insurance plan shall continue to be obligated to do so.
4. Any active employee presently enrolled who declines health and/or dental insurance will receive \$550/\$150 respectively on an annual basis. Any new employee who declines health and/or dental insurance will receive \$550/\$150 respectively on an annual basis. This sum will be reported as income to the Internal Revenue Service. The money will be paid no later than June 30th of each school year. A nurse presently enrolled must file a form (see Addendum III) with the North Babylon Business Office in order to be eligible for this benefit. Newly employed nurses must file this form at the time of their employment. This declination will remain in effect unless revoked in writing by the nurse.
5. The Board may unilaterally elect to change health and/or dental insurance plans to the Empire Core-Plus Enhancement Plan.

B. Life Insurance

The September following three (3) full years of service, all employees in this Unit will be entitled to \$10,000 of group life insurance at the sole expense of the Board.

C. Retirement

The Board will continue paying at the same rate as participants had during active service, premiums on health and dental programs for retired employees; i.e., employees who have 10 years of service in North Babylon, are at least 55 years of age and entitled to a retirement allowance under the New York State Retirement System.

- D.** Employees will be permitted to purchase, at their sole expense, New York State Disability Insurance from the New York State Insurance Fund.

ARTICLE V - SICK LEAVE

A. Sick Days

There shall be ten (10) sick days per year - unlimited accumulative.

B. Family Illness

Absence due to illness in the family of an employee shall be permitted but shall not exceed five (5) days each school year and shall be deducted from the accumulated sick leave entitlement. Family for the purpose of this section, is defined as the employee's spouse, father, mother, brother, sister, children, grandchildren, grandparents, father-in-law, mother-in-law, and other relatives living in the same household as the employee.

C. Unused Sick Days

Payment for unused sick leave days at the rate of one (1) day for every two (2) days accumulated (at the employee rate of pay at retirement). A maximum of one hundred (100) days will be allowed for payment to those employees who have accumulated 200 or more sick days.

There will be a lump sum payment to the beneficiary of a deceased employee for unused sick leave days at the rate of one (1) day for every two (2) days accumulated at the time of the employee's death.

Employees who wish to take advantage of the above death benefit must file a DESIGNATION OF DEATH BENEFIT BENEFICIARY Form (see Addendum IV) with the Superintendent of Schools and Business Office. The failure to properly complete and file a DESIGNATION OF DEATH BENEFIT BENEFICIARY Form will result in waiver of the aforementioned death benefit.

D. Employees who have accumulated in excess of forty-five (45) days shall be eligible to redeem those days in excess of forty-five (45) as of June 30th of each year at the rate of one for two, on the basis of the per diem rate for that year's salary.

Maximum ten (10) days pay per year under this provision.

ARTICLE VI - OTHER LEAVES

A. Jury Duty

School Nurses shall be permitted to have time off, with pay, when necessary, for the purpose of performing jury duty and giving testimony to court under subpoena in matters to which the member is not a party. The employee shall be required to turn over any per diem pay received as a juror, but not any mileage pay, with no loss of pay.

B. Bereavement

Five (5) working days shall be granted as a special personal leave per death for a loss in the immediate family. Such leave cannot be accumulated and will not be deducted from sick leave. Immediate family shall include: parent, child, spouse, brother, sister, father-in-law, mother-in-law, paternal or maternal grandparents, grandchild or any other relative living in the immediate household.

C. Personal Business Days

There shall be two (2) personal business days granted annually. Unused personal business days shall be added to the employee's accumulated sick leave. A personal business day is to be defined as one on which personal matters are attended to which could not be accomplished at another time and shall not include engaging in work which is profit making, or any activity which might be regarded as amusement or entertainment. Days for personal business shall comply with present policy: i.e., not to be taken immediately preceding or following all holidays and recess periods, unless the approval of the Superintendent of Schools is obtained.

D. Retirement

In the event of unusual or unanticipated personal circumstances which requires a member who has filed a statement of intended retirement to seek or revoke such intended retirement, such a request shall be made to the Board of Education setting forth the circumstances necessitating the change. Such revocation may be granted by the Board.

E. Leaves of Absence

A leave of absence, without loss of seniority for full-time registered nurses, may be granted for the reason of maternity or illness, after the satisfactory completion of three (3) full years of service. Leave of absence for maternity shall be for one year. Leave of absence for illness may be requested when all earned sick days have been expended. Leave may be granted up to six months.

ARTICLE VII - EVALUATION

- A. Members will be evaluated annually by the Building Principal (or more frequently if necessary). Members will receive and sign a written evaluation and will retain a copy for their files.
- B. The evaluation shall become a part of each member's personnel folder and the member will have the right to respond to such evaluation.

ARTICLE VIII - PERSONNEL FILES

A member of this unit shall have the right to examine materials contained in his/her own personnel file in the presence of the Assistant Superintendent for Personnel, excluding pre-employment information and confidential references, make copies thereof, and respond in writing to same. The District may charge twenty-five cents (\$.25) per page after three (3) pages for photocopying.

In the event a member of this unit examines his/her own personnel file, he/she shall initial the contents thereof to signify that the contents have been examined.

The contents of a unit member's personnel file shall be nongrievable.

ARTICLE IX - GRIEVANCE PROCEDURE

Section 1 - Definition of Grievance

The term "grievance" shall mean any dispute between the parties hereto with respect to the violation, meaning or interpretation of any provision of this Agreement.

Section 2 - Procedures

First Stage

- A. An employee of the unit who claims to have a grievance shall present the grievance to the supervisor or departmental head, in writing, within ten (10) days after the grievance occurs, specifying the grievance and requesting a conference to discuss the grievance.
- B. The supervisor or department head shall discuss the grievance with the employee and shall make such investigation as is deemed appropriate.
- C. Within ten (10) days after the presentation of the grievance to the supervisor, or department head, said supervisor, or department head, shall make a decision and communicate the same, in writing, to the employee presenting the grievance, the Superintendent of Schools and to the President of the Union.

Second Stage

If the grievance is not resolved by the supervisor or department head on the basis of the First Stage, the Superintendent of Schools shall receive all records and reports relative to the grievance. The employee may then choose one of the following alternatives:

- A. The employee may request of the Superintendent of Schools, a review of the determination made by the supervisor, or department head, made in the First Stage of this procedure. Said request for review by the Superintendent shall be submitted in writing, within seven (7) days after the receipt of the said determination in the First Stage of this procedure. The Superintendent will review the decision in the First Stage of this procedure, and make a determination within twenty (20) days of the receipt of the request for a review. The Union has the right to present to the Superintendent in writing, within seven (7) days after the receipt of the determination in the First Stage of this procedure, a statement or brief outlining its views on the grievance.
- B. The employee and/or representative may request in writing, a hearing with the Superintendent to review the determination made in the First Stage of this procedure. The said request must be submitted to the Superintendent within seven (7) days after receipt of the determination made in the First Stage of this procedure. The office of the Superintendent shall set a date for said hearing within five (5) days of the receipt of the request and shall notify the appropriate individuals and the Union of this date. The hearing shall take place within fourteen (14) days of the receipt of this request.

The Superintendent of Schools shall submit to the employee and/or representative the findings upon such review within twenty (20) days after the conclusion of said hearings. The Union has the right at the hearing to present orally, or in writing, a statement or brief giving its views on the grievance.

Third Stage

- A. Either party to this Agreement may appeal, in writing, from the determination of the Superintendent of Schools after the completion of the First Stage and the Second Stage, as outlined under this procedure. Such appeal may be taken to an impartial arbitrator selected pursuant to the voluntary Arbitration Rules of the American Arbitration Association. The cost of any such arbitration shall be borne equally by the Board and the Union.

Grievances which are not appealed within thirty (30) days after the receipt of the determination of the Superintendent, as provided for in the Third Stage, shall be deemed to have been abandoned.

- B. In the event that the grievance is concerned with the application, interpretation, or construction of any term or provision of this Agreement, the decision of the Arbitrator shall be final and binding upon the parties.
- C. Where the dispute is concerned specifically with the violation of the Agreement, the award shall be advisory in nature only. The Board has the legal responsibility of making a final and binding determination on said advisory award of the Arbitrator. However, the Board pledges to give careful consideration to the recommendations of the Arbitrator in exercising this responsibility. Action by the Board will be taken within forty-five (45) days after receipt of the Arbitrator's report and recommendation.
- D. The award of the Arbitrator shall include a statement of the Arbitrator's Findings of Fact, Conclusion and Recommendation.
- E. The employee instituting a grievance shall have the right at all stages to proceed personally, or through the Union representative, or any other representative of his or her own choice. If the employee should not designate the Union to represent him or her, the Union shall have the right to be present at all stages of the procedures herein set forth.

ARTICLE X - DURATION AND TERM OF AGREEMENT

- A. The Agreement and all its provisions shall be effective as July 1, 2002 shall continue in full force and effect through June 30, 2007.
- B. In the event any other provisions of this Agreement are or shall at any time, be found or determined to be contrary to law, then such provisions shall not be applicable or the terms thereof be in force except to the extent permitted by law.


- C. In the event any part or provision of this Agreement as provided in subparagraph B shall be illegal, and either party desires a substitute provision hereto, the same shall be submitted to the other party and shall be subject to appropriate negotiations as herein provided. However, this Agreement cannot be changed or modified unless by consent of both parties.
- D. In the event that any provision of this Agreement is, or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.
- E. Signatures of Employer and Union:

The Board of Education
North Babylon Union Free School District
North Babylon, New York

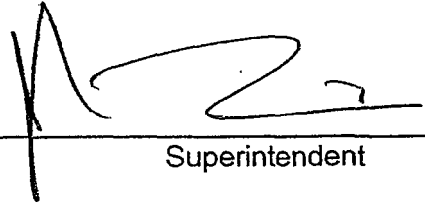
International Brotherhood
of Teamsters
Local 237



President



I.B.T., Local 237



Superintendent



Chairperson of Negotiating
Committee



District Clerk

SALARY SCHEDULE

	2002-03	2003-04	2004-05	2005-06	2006-07
Step 1	27,239	28,057	28,898	29,765	30,658
Step 2	27,939	28,778	29,641	30,539	31,471
Step 3	28,657	29,517	30,403	31,333	32,305
Step 4	29,394	30,276	31,184	32,148	33,161
Step 5	30,149	31,054	31,985	32,984	34,039
Step 6	30,924	31,852	32,808	33,841	34,941
Step 7	31,719	32,671	33,651	34,721	35,867
Step 8	32,534	33,510	34,515	35,624	36,818
Step 9	33,370	34,371	35,403	36,550	37,794
Step 10	34,228	35,255	36,312	37,500	38,795
Step 11	35,108	36,161	37,246	38,475	39,823
Step 12	36,012	37,092	38,205	39,476	40,878
Step 13		38,046	39,187	40,502	41,962
Step 14			40,194	41,555	43,074

ADDENDUM I

NORTH BABYLON UNION FREE SCHOOL DISTRICT
North Babylon, New York 11703

MEMORANDUM

TO: Personnel Office

DATE:

SUBJECT: LONGEVITY PAY

In accordance with our agreement, this is to notify you that I will be eligible for Longevity payment on:

Step 11 _____ Step 16 _____ Step 21 _____

ANNIVERSARY DATE: _____

SIGNED: _____

POSITION: _____

ADDENDUM II

NORTH BABYLON UNION FREE SCHOOL DISTRICT
North Babylon, New York

DECLINATION OF HEALTH AND/OR DENTAL BENEFITS
(Please Print)

(Last Name) (First) (Middle Initial) (Building)

(Address) (Social Security No.)

To: Board of Education

Pursuant to Article IV, Section A of the Agreement, I hereby decline the health and dental benefits, to be effective the first day of _____, 19____.
(Month)

In consideration of this, the sum of \$700 for health and dental benefits will be transmitted by the District before June 30 of each year (less than a full year will be prorated).

This declination shall remain in full force and effect while employed in North Babylon or unless revoked by me in writing. This declination is subject to the terms and conditions of the contract between the North Babylon Board of Education and the International Brotherhood of Teamsters, Local 237.

(Date)

(Signature)

ADDENDUM III

NORTH BABYLON UNION FREE SCHOOL DISTRICT
North Babylon, New York

DESIGNATION OF DEATH BENEFIT BENEFICIARY

I, _____, hereby designate the following
(Print Full Name)

person(s):

to be the beneficiary of my death benefit in accordance with ARTICLE V, Unused Sick Days
Section C.

_____(L.S.)

_____(Witness)

_____(Date)

See reverse side for naming beneficiary.

Form to be completed in triplicate.

cc: Business Office
Personnel File
Employee Copy

NAMING THE BENEFICIARY

It is important that your beneficiary designation be clear so that there will be no question as to your meaning.

The following are the most common designations:

John Doe, Husband, (NOT Mr. John Doe).

John Doe, Husband, if living; otherwise to Joseph W. Doe, Son.

John Doe, Husband, if living, otherwise to Jane Doe, Daughter and Joseph W. Doe, Son, in equal shares, or to the survivor.

Estate of Insured.

If you name more than one beneficiary with unequal shares, please show the amount to be paid to each beneficiary in fractional parts; for example, "2/3 to Mary Jones, Mother and 1/3 to John Jones, Husband."

Please state age and relationship of each beneficiary. If the beneficiary is not related to you either by blood or marriage, insert the words, "Not Related" and state address of beneficiary.

This form must be made out in triplicate and the signature must be in ink. Do not erase. If corrections are necessary, line out the error and initial the correction.

In the event an employee requests a change in beneficiary, it shall be the responsibility of the employee to resubmit, in triplicate, a new Addendum IV Form.