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RN/6492

West Islip Public Schools

West Islip, L.I., New York 11795

AGREEMENT

FROM SEPTEMBER 1, 2003 TO AUGUST 31, 2007

BETWEEN

West Islip Union Free School District

AND

THE WEST ISLIP
NURSES CHAPTER OF WITA

RECEIVED

DEC 06 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

13
employees

BOARD OF EDUCATION
West Islip Union Free School District
Town of Islip, Suffolk County
West Islip, Long Island, New York

Kevin Micucci, *President*
George Smith, *Vice President*
Gordon Hodgson
Barbara McAteer
Thomas Pastore
Susan Lipman
Sharon Bieselin
Carolyn Cross, *District Clerk*

Superintendent of Schools
Beth V. Blau

Negotiators for the
Board of Education
Thomas Volz, Esq.
Joan Niles

Negotiators for the
West Islip Nurses Chapter of WITA
Diane Bronson, *President, Nurses Chapter*
Louis Zocchia, *President, WITA*
Nancy Harsche
Patricia Reimer
Susan O'Connor
John Calhane, NYSUT Representative

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AGREEMENT by and between the West Islip Schools (hereinafter referred to as the "District") and the WEST ISLIP NURSES CHAPTER of WITA (hereinafter referred to as the "Association").

ARTICLE I RECOGNITION AND SCOPE

The District recognizes the Association as the sole and exclusive bargaining agent for all registered nurses, excluding the Supervisor of Health Services, to negotiate collectively in the determination of their terms and conditions of employment and the administration of grievances arising thereunder.

ARTICLE II DUES DEDUCTION

A. The District shall deduct from the checks of members of the Association who submit proper written detailed check-off authorization, the amount of Association dues as certified to the District by the Association, in writing. The figure for dues shall be certified to the District no later than September of each year only. These deductions shall commence in October and continue for ten (10) consecutive payrolls. Employees may elect to have the total annual dues deduction withheld from one paycheck in October of any year. Employees electing this option shall notify the payroll office in September of each year. The funds deducted shall be transmitted to the Association.

B. Such authorization shall remain in effect until the pay period following receipt of the written revocation by the District, provided the withdrawal is received ten (10) days prior to the payday on which the revocation is to take effect. If the revocation is received later, it shall become effective for the following pay period.

C. The District shall notify the Association's local representative of newly-hired employees and/or terminations within the bargaining unit as soon as practicable.

ARTICLE III ASSOCIATION STATUS

A. Local Representative. The Association will notify the District of its local representatives who are authorized to deal with the District in the adjustments of any problems arising out of this Agreement.

B. General Representative. A duly authorized representative of the Association may visit the schools of the district to meet with members of the unit provided notice is given to the Principal. The Association may use school facilities for meetings provided prior arrangements with the proper District personnel have been made and provided further that it is during non-working hours and would not require any overtime to other District employees.

ARTICLE IV WORK TIME

A. WORK YEAR

1. The work year shall be the school calendar year.
2. Nurses shall work the days that the faculty is present according to the official District calendar, plus two (2) additional days which shall be during the summer months without additional compensation.
3. Nurses who are required to be in attendance on days when school is not in session shall be compensated at the rate of 1/180th for the number of days worked. The daily rate shall be prorated for less than a full day's work.
4. Upon reasonable notice from the Superintendent, Nurses will arrange among themselves to be available to assist in administering physical examinations during the summer recess and will be compensated at the per diem rate of their annual salary. This provision shall not apply to the days referenced at subdivision "2" for which there will not be additional compensation at any rate, and for which there will be no notice requirement as delineated herein.
5. Members of this unit shall receive their tentative assignments for the following school year before the end of the previous school year if known and determined by the Superintendent.
6. The district may require nursing coverage at events which occur outside of the regular work day, work week and/or work year. The District's right to require such work each year shall be limited to a number of events equal to the number of unit members during that year. Nurses assigned to such work shall be paid for hours worked at an hourly rate derived from that nurse's annual salary. When assigning such work, the District will seek volunteers from among the unit. If there are no volunteers, assignments shall be made on a reverse seniority basis, with no nurse being required to work more than one (1) such assignment per school year.

B. WORK DAY

1. The workday shall consist of seven (7) consecutive hours including a one-half hour lunch period for all nurses, except one nurse at the high school building whose workday shall consist of seven and one-half (7.5) hour consecutive hours including a one-half hour lunch period. The nurse assigned to a seven and one-half (7.5) hour workday at the high school shall be compensated for thirty (30) additional minutes per day based on an hourly rate as determined from her base salary. If a nurse is interrupted during her lunch period, the time spent on such interruption shall be added to the remainder of the lunch period to a total of 30 minutes. The starting and ending time for members of the unit shall be no earlier than thirty (30) minutes prior to the start of the student day, and end no later than thirty (30) minutes following the completion of the student day, provided it does not exceed the seven (7) hour maximum (or seven and one-half (7.5) hour maximum for one nurse in the high school building.) noted herein, and except as provided for in Article IV (B) (3). The building principal shall set the daily work hours. Nurses shall have their lunch period during the first scheduled lunch period of the day or at any time mutually agreed to with their building principal.
2. Nurses shall be informed of a telephone number which they should call as far in advance as possible to report their unavailability for work.
3. It is recognized that it is sometimes necessary for nurses to work extended hours. The nurse will be compensated at their hourly rate.

ARTICLE V COMPENSATION FOR TIME NOT WORKED

A. Jury Duty. Jury Duty or attendance in court as required by the District will not result in payroll deductions. Jury duty fees and witness fees, if any, shall be turned over to the District. Mileage reimbursement shall be retained by the member of the bargaining unit. All employees must notify his/her immediate supervisor as soon as possible after receipt of notice of jury service, and a copy of such notice shall be provided to the business office as soon as possible and prior to the date for such service. In addition, proof of jury service must be submitted to the business office upon completion of jury service. Failure to submit notification and proof of jury service may result in loss of pay for days served.

B. Sick Leave. Beginning September 1, 1997 members of the unit shall be eligible for three (3) paid sick days during their first year of employment, ten (10) paid sick days during their second year of employment, and each year thereafter, all of which are cumulative, up to a maximum of thirty (30) days. Commencing September 1, 2000, any employee who accumulates thirty (30) unused sick days as set forth in this subsection may, thereafter, annually accumulate unused sick days up to a maximum of one-half of the employee's annual allotment to be available for use only in the event of a prolonged illness. Employees seeking to utilize such days shall be required to submit to their immediate supervisor their personal physician's note describing the nature and anticipated duration of the prolonged illness. The decision as to whether or not the illness is prolonged shall be determined by the employer's physician after consultation with the employee's physician. Nothing herein shall be deemed to constitute a waiver of rights under the Family and Medical Leave Act. The Superintendent, in his sole discretion, may waive compliance with the obligation to submit a physician's note describing the nature and anticipated duration of the prolonged illness in the event of hardship or emergency. In addition to the above, the district will match the number of sick days accumulated by an employee in the event of prolonged illness. If there is a long term illness and the number of accumulated sick days is doubled, the matching days will not be counted against the nurse's future days. Written requests for matching days shall be submitted to the personnel office prior to the expiration of the requesting employee's sick days, and shall be accompanied by a letter from the employee's physician setting forth the nature and expected duration of the prolonged illness. Such request shall be subject to review by the District's physician. The Superintendent, in his sole discretion, may waive compliance with the written request requirements in the event of hardship or emergency.

Upon retirement from the District and the New York State Retirement System, nurses shall be paid for up to fifteen (15) unused accumulated sick days at a rate of \$100.00 per day.

C. School Closings. Members of the unit shall not receive a reduction of salary when schools are closed because of inclement weather.

D. Illness or Death-in-Family Leave. All unit members shall be entitled to a total of three (3) days for either illness in the family or death in the family. For the purposes of this provision, "immediate family" shall be defined as employee's mother, father, grandmother, grandfather, spouse, spouse's father and mother, the employee's children, brothers and sisters, and the employee's aunt or uncle.

E. Personal Leave. Provided prior approval has been granted, nursing employees shall be allowed two (2) personal business days at the discretion of the Superintendent. Unused personal days shall be converted to sick days at the end of each school year.

ARTICLE VI UNPAID LEAVE

After three (3) years of continuous service in the District, Nurses may request a year's leave of absence without pay. Requests for leaves of absences shall be made by the June 1st prior to the school year requested. This deadline may be extended at the discretion of the Superintendent. The commencement and termination of such leave shall coincide with the school year. The decision of the District shall not be arbitrary or capricious. All rights and benefits will be restored upon return to the District. Any nurse out on leave without pay pursuant to this provision, who returns from such leave, shall be placed at the step of the salary schedule that he/she was on when such nurse commenced unpaid leave, if such leave begins on or before January 31st of that school year. If the leave commences on or after February 1st of that school year, upon return, the nurse shall be advanced to the step, if any, that follows the step she was on when the leave began.

ARTICLE VII HEALTH AND PENSION BENEFITS

A. Nurses will be eligible to participate in the New York State Employees Retirement System plan (75i), with option 360B, which provides for death benefits in the amount of three times the annual salary, not to exceed \$20,000.

B. Ninety (90%) percent of the cost of individual health insurance coverage and family coverage under the Empire Plan, Core Plus Enhancement or its equivalent shall be paid for each nurse. Nurses eligible for individual and family coverage shall contribute ten (10%) percent of the cost of premiums for individual and family coverage. Nurses shall also be entitled to participate in the G.H.I. or H.I.P. insurance plans for individual or family coverage with the employee paying the additional premium, if any, required by these plans over that required pursuant to the Empire Plan.

Members of the unit hired on or after January 1, 1985 shall not be eligible for coverage if they are eligible for comparable health insurance coverage under the plan of a spouse. Part-timers hired on or after January 1, 1985 shall be eligible for health insurance and the District's contribution shall be prorated based on the number of hours regularly worked.

Members of the unit who withdraw from the District's plan during the life of this agreement shall receive an amount equivalent to fifty (50%) percent of the cost of premiums for the individual or family coverage the employee was receiving at the time of the withdrawal, provided such employees remain uncovered under such plans for a period of twelve (12) consecutive months.

C. Flexible Benefits Plan. Effective September 1, 1992, Nurses shall be entitled to participate in the District's Flexible Benefits Plan instituted in accordance with Section 125 of the Internal Revenue Code.

D. Dental Insurance. Effective September 1, 2003, the District shall contribute a maximum of 90% of premiums for individual dental insurance, per employee, per year. Under no circumstances shall the District's contributions for dental insurance coverage per employee per year as delineated above be exceeded.

ARTICLE VIII MISCELLANEOUS

A. All factors being equal, length of continuous service in the District will be given consideration in the making of assignments, transfers, and layoffs. All Nurses will be allowed the opportunity to apply for any position in their bargaining unit when an opening arises, before said opening is made available to non-employees.

B. Nurses shall be compensated at the rate of twenty cents (\$.20) per mile if their car is used.

C. Notification that a nurse is not being asked to return to employment with the District for the following school year shall be given to the nurse, when possible, by June 1st of the current school year.

ARTICLE IX CONTINUING EDUCATION

The District may, in its sole discretion, reimburse members of the unit for courses and/or conferences directly related to their assignments in the District. Requests for approval shall be submitted in advance to the Superintendent and shall include a complete description of the course and a supporting statement outlining how the course will enhance the unit member's performance in the District. Reimbursement may be at less than 100% and the member shall be advised of the percentage by the Superintendent at the time the course is approved. The Nurse shall complete the course and receive a "C" grade or better, if grades are given, in order to be reimbursed.

ARTICLE X MANAGEMENT RIGHTS

The District retains all rights and prerogatives not specifically relinquished by the provisions of this Agreement. In addition, the District shall have the right to adopt any rules and/or regulations and/or policies regarding any terms and conditions of employment or other matters, provided those rules or regulations do not conflict with specific provisions of this Agreement. The parties specifically waive the right to demand negotiations on any topic or term and condition of employment not covered in this Agreement, whether raised during these negotiations or not, for the duration of this Agreement.

It is specifically understood that the Association's waiver herein with respect to future negotiations during the life of this Agreement is given so as to permit the District to make any rules and/or regulations and/or policies regarding "terms and conditions or employment" during the life of this Agreement that do not conflict with a specific provision of this Agreement.

ARTICLE XI GRIEVANCE PROCEDURE

A. DEFINITIONS

1. "Grievance" shall be defined as an alleged violation of a condition of employment as defined in this Agreement.
2. "Grievant" shall mean any person in the bargaining unit having a grievance.
3. "Days," as used herein, shall mean school days.
4. "Nurse" shall mean any member of the unit represented by the Association.
5. "Superintendent" shall mean the Superintendent of Schools, or his/her designee.

B. PROCEDURES

1. Except for informal proceedings at Stage 1, all submissions and decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be promptly transmitted to the grievant within five (5) school calendar days.

2. The form for filing a grievance shall be attached hereto as Appendix "A" and shall also include in the "Complete Details of Grievance" the date of the alleged violation. The Association shall provide a form to any member of the unit wishing to file a grievance.

3. Nothing contained herein will be construed as limiting the right of any Nurse having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of this Agreement.

4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party within the specified time shall permit the lodging of an appeal at the next stage of the procedure, within the time which would have been allotted had the decision been communicated on the final day.

5. In the event of a failure at any stage of this procedure to exercise an appeal to the next stage within the specified time limits, the grievance shall be deemed to have been discontinued and waived.

6. A grievance shall be deemed to have been waived unless presented within fifteen (15) days after the Nurse knew or reasonably should have known, of the event or situation on which the grievance is based.

7. An Association representative may be designated by the grievant to represent the grievant at each level of the grievance.

8. This procedure shall be the sole and exclusive method of resolving a grievance.

C. Stages

Stage I

1. The grievant will discuss the grievance informally with principal and/or coordinator, both being present, if feasible. Neither the grievance nor the resolution need be reduced to writing.

2. If there is no resolution or if the resolution is unacceptable to the grievant, the grievant may file a Stage II grievance in writing with the Superintendent within five (5) days of the above meeting.

Stage II

1. Within five (5) days of receipt of the written grievance, the Superintendent will meet with the grievant and/or Association Representative to resolve the grievance. The Superintendent shall give the disposition of the grievance to the grievant, in writing, in five (5) days after meeting with the grievant.

2. If there is no resolution or if the resolution is unacceptable to the grievant, the grievant may file a grievance for Stage III in writing with the Superintendent within ten (10) days of the above meeting.

Stage III

Within ten (10) days after receipt of an unacceptable Stage II response, the Association shall proceed to arbitration by filing a demand for arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA). The decision of the arbitrator shall be advisory to the parties.

The AAA fees and the arbitrator's fee shall be shared equally by the parties.

ARTICLE XII NEGOTIATION PROCEDURES

A. Meetings shall be conducted at times and places mutually agreed to in advance by both parties with the purpose to achieve early agreement. The parties shall commence negotiations on or about April 15th of any year in which the contract expires.

B. In the event any provision of the Agreement is held to be unlawful, the remaining provisions shall remain in effect.

C. Copies of the Agreement will be printed at District expense and a copy given to each Nurse now or hereafter employed by the District.

ARTICLE XIII NO-STRIKE CLAUSE

The Association confirms that it does not assert the right to strike against the District, to assist or participate in any such strike or to impose an obligation upon its members to conduct or participate in such strike.

ARTICLE XIV 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.

ARTICLE XV DURATION

This Agreement shall be effective September 1, 2003 and shall continue in effect through August 31, 2007.

ARTICLE XVI SALARIES

A	<u>2003 - 2004</u>	<u>2004 - 2005</u>	<u>2005 - 2006</u>	<u>2006- 2007</u>
1	\$33,937	\$ 34,955	\$ 36,004	\$ 37,084
2	\$34,870	\$ 35,916	\$ 36,993	\$ 38,103
3	\$35,803	\$ 36,877	\$ 37,983	\$ 39,122
4	\$36,736	\$ 37,838	\$ 38,973	\$ 40,142
5	\$37,669	\$ 38,799	\$ 39,963	\$ 41,162
6	\$38,602	\$ 39,760	\$ 40,953	\$ 42,182
7	\$39,535	\$ 40,721	\$ 41,943	\$ 43,201
8	\$40,468	\$ 41,682	\$ 42,932	\$ 44,220
9	\$41,401	\$ 42,643	\$ 43,922	\$ 45,240

- B.** Salary will be paid in twenty-two or twenty- six (26) equal payments. Elections will be made by the Nurses at the beginning of each school year.
- C.** Part-timers shall receive prorated salaries and benefits.

ARTICLE XVII LONGEVITY

Commencing September 1, 2003, employees who have completed twelve (12) years or more of service as of September 1 shall receive a longevity increment of \$750 annually. Commencing September 1, 2000, employees who have completed (17) years or more of service shall receive an additional longevity increment of \$750 annually.

This Agreement shall be effective from September 1, 2003, up to and including the close of business on August 31, 2007.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day of February, 2004.

**WEST ISLIP UNION FREE
SCHOOL DISTRICT**

Date: _____

By: _____

Beth Virginia Blau
Beth Virginia Blau
Superintendent of Schools

**WEST ISLIP NURSES
CHAPTER OF WITA**

Date: _____

By: _____

Diane Bronson R.N.
DIANE BRONSON, R.N.
President, Nurses Chapter of WITA

