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South Orangetown Csd And School
Nurses Assn Of So Orangetown

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AGREEMENT MADE BY AND BETWEEN
SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT
AND
SCHOOL NURSES ASSOCIATION OF SOUTH ORANGETOWN
July 1, 1996 - June 30, 1999

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
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PREAMBLE

Agreement between South Orangetown Central School District hereinafter referred to as the "District," and the School Nurses Association of South Orangetown, hereinafter referred to as "SNASO," c/o Irene Mullins, Tappan Zee High School, 15 Dutch Hill Road, Orangeburg, NY 10962. The District and SNASO recognize their common interests beyond the collective bargaining relationship. Thus, they pledge to strive together to insure the highest quality of service by the District and the highest standards of professional nursing care and practice. The term "nurse" in this Agreement means each member of the negotiating unit as herein described.

NO STRIKE CLAUSE

Neither SNASO nor the individual nurse will directly or indirectly cause, engage, or participate in any strike, work stoppage, work interruption, slowdown, picketing or boycott during the life of the Agreement.

ARTICLE I Agreement Scope

This Agreement covers all registered professional nurses employed as school nurse. At the time a new employee subject to this Agreement is employed, SNASO shall deliver to said employee a copy of the District's contract with SNASO.

ARTICLE II Association Status

2.01 RECOGNITION. The District recognizes SNASO as the exclusive bargaining representative of every employee covered by this Agreement.

2.02 ASSOCIATION MEMBERSHIP. All employees covered by this Agreement are members in good standing of the Association.

ARTICLE III Employee Status

3.01 APPOINTMENT TO POSITION. Appointment to a position shall be in writing with the salary clearly stated. The Standards of School Nurse Practice shall be the basis of defining professional responsibility. Nurses whether full or part-time, who are employed by the District shall be given first consideration for a vacant position. The building principal or designee, will interview the employee to determine whether the transfer will be approved.

3.02 FULL TIME EMPLOYEE. An employee who works 35 hours per week. A full time employee is eligible for all benefits under this Agreement. Part time nurses are those nurses working less than 35 hours per week. Part time nurses are entitled to all of the benefits of this Agreement unless otherwise indicated. Sick and personal days will be pro-rated for part time nurses.

3.03 PROBATIONARY PERIOD. A full time employee will be on probation for ninety (90) days.

3.04 POST PROBATIONARY PERIOD. An employee will be suspended or otherwise disciplined or discharged only for just cause, and the District will promptly notify SNASO in writing of each such action and the reason for it.

3.05 SENIORITY. Seniority shall be defined as the length of time an employee has worked continuously in a specific job classification. Seniority for nurses hired on the same day shall be determined by placement on the Board of Education meeting agenda.

ARTICLE IV Work Time

4.01 WORK DAY. The employee's normal work day shall be seven (7) consecutive hours including any scheduled forty minute lunch period, which shall be duty-free, as mutually developed at the beginning of the school year, with coverage as per SOCSN Nurse Coverage Policy. The work day will start no more than fifteen (15) minutes before the start of the school day and end no more than

fifteen (15) minutes after school ends.

4.02 WORK YEAR. The employee's normal work year will follow the school calendar; that is, all days students are in school plus any Superintendent's Conference Days on which it may be determined to have in-service, and three additional days as mutually scheduled by building principal and the nurse.

ARTICLE V Salary

5.01 COMPENSATION FOR TIME WORKED. An employee's regular compensation rate, as stated in Schedule A of this Agreement, shall apply to all work time up to the amounts specified in 4.01 above.

5.02 PREMIUM COMPENSATION RATE. An employee's compensation rate for work beyond the normal work day or year as defined in 4.01 and 4.02 will be 1/1275 of the annual salary exclusive of any overtime.

5.03 PAYMENT OPTIONS. The employee shall have the option of twenty (20) or twenty-six (26) pay payments.

ARTICLE VI Leaves

6.01 PERSONAL BUSINESS DAYS. A regular employee shall be entitled to three (3) personal days at the employee's regular compensation rate. Personal days shall be scheduled in advance and with the approval of the District. Unused days under this provision shall not accumulate year to year.

6.02 SICK LEAVE - ENTITLEMENT AND AMOUNT. Nurses shall be entitled to sick leave with full pay up to a maximum of fifteen (15) days per year for the first four years of employment and a maximum of twenty (20) days per year after four years of employment. An employee may accrue sick leave to a maximum of two hundred (200) days.

6.03 BEREAVEMENT LEAVE. A maximum of four (4) days shall be available for each death in a nurse's immediate family - spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, grandparents, sister-in-law, brother-in-law, or other person permanently residing in the employee's household.

ARTICLE VII Unpaid Leaves

7.01 PERSONAL LEAVE - BASIS AND AMOUNT. An employee shall be eligible for a leave of absence, without pay, of up to one (1) school year for maternity, illness, or education, and up to one (1) month for personal business. Other leaves of absence, without pay, for other reasons shall be at the discretion of the Board of Education. An employee on leave shall not accrue benefits under this Agreement, except that at the expiration of such leave, the employee shall be entitled to return to work in the same job title without loss of previously accrued seniority.

7.02 JURY DUTY LEAVE. An employee who is required to serve on jury duty will receive full salary during the period of such service less an amount equal to the compensation paid to them for such jury duty.

ARTICLE VIII Fringe Benefits

8.01 MONETARY BENEFITS. Part time nurses shall receive hospital/surgical insurance and excess major medical insurance upon qualification for the plan and payment of the employee's share of the premium cost as specified in Section 8.02. Part time nurses shall be entitled to dental insurance and shall pay the cost for such coverage in the same proportion as their part time service is to full time service. For example, a nurse who has worked 50% of the regular work day will pay 50% of the premium. Part time nurses are not covered by the income protection plan.

8.02 HEALTH INSURANCE.

- A. The District shall provide hospital/surgical, excess major medical and dental insurance to all employees under the plans currently in effect on a shared cost basis as set forth in Paragraph B of this Section.
- If an employee and spouse are employed by the District, the District shall pay its share of the premium for one family member, to be selected by the employee. The District and the Association shall explore with other carriers the purchase of the insurance as specified in this paragraph, without any reduction in benefits.
- B. Effective July 1, 1996, each employee shall contribute 7.5% of the premium cost for the insurance specified in paragraph A. Premium costs for the nurses will remain capped at the July 1, 1996 rate for the duration of this contract. The contribution due from the employees shall be paid through a payroll deduction.
- C. It is agreed that for the duration of this Agreement the Board shall make available, without cost, to all employees a group life insurance plan providing term insurance for \$10,000 with conversion privileges. The employee may purchase, at his/her own expense, \$5,000 worth of coverage for the spouse, and \$1,000 worth of coverage for each child with conversion privileges under the existing group life insurance plan. The District shall make every effort to make payroll deduction available for the purchase of this additional insurance.
- D. Each year that a nurse does not take advantage of the medical insurance, he/she will receive a payment of \$1,600.00. Payments will be made in June during the calendar year in which said employee does not wish to take advantage of the medical insurance.
- E. Each year that a nurse does not take advantage of the dental insurance, he/she will receive a payment of \$400.00. Payment will be made in June during the calendar year in which said employee does not wish to take

advantage of the dental insurance.

8.03 RETIREMENT PLAN. The District shall provide a non-contributory retirement plan for nurses enrolling in the NYS Employees Retirement System prior to July 1, 1976. Nurses enrolling in the Retirement System after July 1, 1976 are required by law to contribute three (3) percent. Additionally, the District shall continue the tax shelter annuity for Irene Mullins.

8.04 INCOME PROTECTION PLAN. An income protection plan providing partial indemnity to employees during a total disability identical to the 1980-81 coverage. If, upon becoming eligible for this insurance plan, the employee elects to remain on full salary, the Board will pay the difference between the insurance benefits and the employee's gross salary computed on a per diem basis of the employee's gross salary. The employee may elect to use this option only to the limit of the accumulated sick leave. Such leave shall be diminished on a pro-rata basis during the exercise of this option.

8.05 Income Protection Plan. The District shall include nurses in any increased benefit from an income protection plan offered to Administrators or other District employees.

ARTICLE IX Continuation of Benefits

9.01 Benefits - Miscellaneous. The District shall comply with the COBRA regulations.

ARTICLE X Grievance Procedures

10.01 Purpose. It is the policy of the District and SNASO that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. This procedure must be available without any fear of discrimination because of its use. Informal settlement at any stage shall bind the immediate parties to the settlement but shall not be precedent in a later

grievance proceeding.

10.02 Definitions.

1. A "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
2. A "nurse" is any person covered by this Agreement.
3. An "aggrieved party" is the nurse or group of nurses who submit a grievance or on whose behalf it is submitted, the SNASO and, when it submits a grievance, the District.
4. A "day" is to be defined as a "school day."

10.03 Submission of Grievance.

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
2. Each grievance shall be submitted in writing and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when, and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions, and a general statement of the grievance and redress sought by the aggrieved party.
3. A grievance shall be deemed waived unless it is submitted within sixty (60) days after the aggrieved party knew of the events or conditions on which it is based.
4. A nurse may submit a grievance which affects only the school in which she works and shall submit such grievances to the Building Principal through a representative from SNASO. SNASO may submit any grievance. If it is limited in effect to one school, the grievance shall be submitted to the Building Principal. Otherwise, it shall be submitted directly to the Superintendent of Schools. The District may submit grievances and when it does so, it shall present its

grievances to the President of SNASO.

10.04 Grievance Procedures.

1. The Building Principal shall respond in writing to each grievance received. The Principal's refusal to consider the grievance can be an appropriate response. If an aggrieved party is not satisfied with the response of the Building Principal, or if no response is received within five (5) days after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Superintendent of Schools.

2. The Superintendent of Schools or designee shall, upon request, confer with representatives of SNASO with respect to all grievances submitted under this Article within ten (10) days and shall deliver to the aggrieved parties a written statement of his/her position with respect to each grievance within five (5) days.

3. Within twenty (20) days after receiving a grievance from the District, SNASO shall deliver to the Superintendent of Schools a detailed statement of its position with respect to the grievance.

4. In the event that either the District or SNASO is not satisfied with the position taken by the other with respect to a grievance, either the District or SNASO may, within twenty (20) days after receipt of the written position or the time it was due, refer the grievance for arbitration, binding on all parties, by requesting the services of the White Plains Office of the American Arbitration Association. The decision of the Arbitrator shall, however, be subject to the right of the Board or SNASO to invoke its rights and pursue its remedies under Article 75 of the Civil Practice Law and Rules of the State of New York.

5. The fee and expenses of the Arbitrator shall be shared equally by the District and SNASO.

10.05 Miscellaneous.

1. All papers dealing with the processing of a grievance shall be filed separately from the personnel files. Such files shall be maintained by the District and, together with such other records as may be necessary for the processing of the grievance, they shall be available for inspection and copying by an aggrieved party and SNASO.

**ARTICLE XI
Miscellaneous**

11.01 Definitions. As used in this Agreement, and except as otherwise clearly required by its context:

- (a) "Agreement" means this Agreement and each Appendix, Schedule, Amendment, or Supplement thereto.
- (b) "District" means the South Orangetown Central School District, 160 Van Wyck Road, Blauvelt, New York 10913.
- (c) "SNASO" means School Nurses Association of South Orangetown.
- (d) "Employee" means a person covered by Article I.

11.02 Meetings. The District and SNASO shall meet at mutually convenient times and places to consider employment conditions and the operation of this Agreement.

11.03 Notice to Parties. Any notice required to be served on the District under this Agreement will be either mailed to the District by registered or certified mail, or hand-delivered and signed for, or so mailed or delivered to such person and at such address as the District may designate by written notice served on SNASO. Any notice required to be served on SNASO under this Agreement with respect to termination or modification of this Agreement, will be hand-delivered to SNASO's President and signed for or mailed to SNASO's President by registered or certified mail addressed to such person and at such an address as SNASO may designate by written notice served on the District.

11.04 Separability. This Agreement and its component provisions are subordinate to any present or future laws and regulations. If any Federal or New York Court or Administrative Agency affects any provisions of this Agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation, or decision but otherwise this Agreement will not be affected.

11.05 Succession. This Agreement will bind the parties and their elected and/or appointed successors.

11.06 Complete Agreement. Both parties hereto acknowledge that they had full opportunity during the negotiations prior to the execution hereof to make any demands and proposals. There is no obligation on either party, during the life of this Agreement, to bargain collectively with respect to any matter, whether included or not included in this Agreement, except as provided in the Agreement.

11.07 In-Service Training. Each year SNASO will appoint a nurse to work with the Superintendent or designee to develop in-service programs of a professional nature, which can be held on Superintendent's Conference Days, to benefit the nurses and school population. Participation in such developed programs and any updated information from the Education Department is expected of all member of the Unit. Periodic reports will be prepared and submitted to the Superintendent.

11.08 Government Approval. Any provisions of this Agreement adjudged to be invalid by a tribunal of competent jurisdiction shall be treated for all purposes as null and void but all other provisions of this Agreement shall continue to be in full force and effect. 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 therefore, shall not become effective until the appropriate legislative body has given approval.

11.09 Professional Development. The District shall reimburse employees for up to nine (9) credits per year, including tuition reimbursement and/or conference attendance at professional workshops. The courses or conference shall be related to their field. Conferences will have the following guidelines.

1. Conferences will be chosen from a yearly list prepared by SNASO and approved by the district. They will include seminars and workshops.

2. A maximum of five (5) conferences per nurse will be granted during any one school year (July 1 to June 30).

3. A maximum of three (3) conferences per nurse will be granted during the actual school calendar (September to June). These will not be scheduled to take place for a period of more than one consecutive school day. Longer conferences must take place during designated calendar year "holiday" or during the summer vacation period.

4. Calendar year, single-day conferences, approved by the District will include professional nurse substitutes for that day.

5. Credit and attendance hours for conferences shall be granted as follows:

0.25 credit/4 hours conference attendance

0.50 credit/8 hours conference attendance

1 full credit/15 hours conference attendance

2 full credits/30 hours conference attendance

Prior approval is required by the Superintendent or designee. Payment for tuition shall be made after the employee has submitted proof of the successful completion of the course or conference and has submitted appropriate proof of payment to the Personnel Office.

ARTICLE XII Amendments

This Agreement may be amended or supplemented only by further written Agreement between the parties.

ARTICLE XIII
Reduction in Force

Affected members of the SNASO shall be notified by April 1 of each year of excessing.

ARTICLE XIV
Effective Date and Duration

This agreement shall remain in full force from July 1, 1996 to June 30, 1999.

ARTICLE XV
Evaluation

Evaluation is the cooperative responsibility between the administration and the professional nurse and is viewed as an ongoing process throughout each working year. Performance Evaluation will be based upon the description and responsibilities in job description for School District Registered Nurse. A mutually agreed upon evaluation form for School Nurse will be developed and utilized to evaluate each member of the unit. There will be at minimum, a mid-year evaluation conference with the completion and review of the evaluation form by the immediate supervisor with the unit member. The unit member will sign the evaluation indicating that it has been reviewed. A copy of the evaluation will be given to the member and the original placed in the personnel file.

ARTICLE XVI
Smoke-free Work Place

The District agrees to support staff through an employee assistance program for the purpose of quitting the smoking habit.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this
13 day of MARCH, 1997.

by Nancy Russell
Nancy Russell, President
Board of Education
South Orangetown C.S.D.

by Morton Sherman
Morton Sherman, Ed.D.
Superintendent of Schools

by Irene Mullins
Irene Mullins, President
School Nurses Assn of So. Orangetown

by Kathleen Spiro
Kathleen Spiro, Chief Negotiator
School Nurses Assn of So. Orangetown

Lillian Stuercke
District Clerk

ATTACHMENT I

SALARY SCHEDULE

1. Also included in Irene Mullin's increase for the first year, is an additional two thousand (\$2,000) dollars, as agreed upon by the School Board and the SOCSD Nurses.

2. It has been agreed upon for the Nurses to receive:

1996-97:

Judy Flagg	\$ 31,500.00
Riva Fisher	\$ 32,550.00
Bernadette Moran	\$ 32,550.00
Joann Sullivan	\$ 32,952.00
Kathleen Spiro	\$ 36,843.00
Irene Mullins	\$ 40,749.00

1997-98:

Judy Flagg	\$ 32,760.00
Riva Fisher	\$ 33,852.00
Bernadette Moran	\$ 33,852.00
Joann Sullivan	\$ 34,270.00
Kathleen Spiro	\$ 38,317.00
Irene Mullins	\$ 42,379.00

1998-99

Judy Flagg	\$ 34,070.00
Riva Fisher	\$ 35,206.00
Bernadette Moran	\$ 35,206.00
Joann Sullivan	\$ 35,641.00
Kathleen Spiro	\$ 39,850.00
Irene Mullins	\$ 44,074.00

ADDENDUM
STANDARDS OF SCHOOL NURSING PRACTICE

(Refer to *School Nursing Practice- Roles and Standards* by S. Proctor, S. Lordi and D. Zaiger, published 1993, National Association of School Nurses for full text of national standards for school nurses)

- STANDARD I** The school nurse utilizes a distinct clinical knowledge base for decision-making in nursing practice.
- STANDARD II** The school nurse uses a systematic approach to problem-solving in nursing practice.
- STANDARD III** The school nurse contributes to the education of the client with special health needs by assessing the client, planning and providing appropriate nursing care and evaluating the identified outcomes of care.
- STANDARD IV** The school nurse uses effective written, verbal and nonverbal communications skills.
- STANDARD V** The school nurse establishes and maintains a comprehensive school health program.
- STANDARD VI** The school nurse collaborates with other school professionals, parents and care givers to meet the health, developmental and educational needs of clients.
- STANDARD VII** The school nurse collaborates with members of the community in the delivery of health and social services, and utilizes knowledge of community health systems and resources to function as a school-community liaison.
- STANDARD VIII** The school nurse assists students, families and the school community to achieve optimal levels of wellness through appropriately designed and delivered health education.
- STANDARD IX** The school nurse contributes to nursing and school health through innovations in practice and participation in research or research-related activities.
- STANDARD X** The school nurse identifies, delineates and clarifies the nursing role, promotes quality of care, pursues continued professional enhancement, and demonstrates professional conduct.