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#### **Contract Database Metadata Elements**

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*agreement between*  
**The New York State Nurses Association &**

**Hicksville Union Free School District**

**July 1, 2001 – June 30, 2005**

**RECEIVED**

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**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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**NEW YORK STATE NURSES ASSOCIATION AGREEMENT**

**ON BEHALF OF THE**

**COUNCIL OF NURSING PRACTITIONERS**

**AT**

**HICKSVILLE UNION FREE SCHOOL DISTRICT**

**JULY 1, 2001 – JUNE 30, 2005**



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AGREEMENT by and between the Hicksville Union Free School District (hereinafter referred to as the "District") and the New York State Nurses Association (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 except Nurse Teachers 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. 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 District to meet with members of the unit. The Association may use school facilities for meetings provided prior arrangements with the proper District personnel have been made.

#### ARTICLE IV - WORKING CONDITIONS

- A. Work Year
  - 1. The work year shall be based on the Hicksville School District calendar, but in no event shall the number of work days be less than 180 days.
  - 2. Upon reasonable notice from the Superintendent, nurses will be available to assist in administering physical examinations. The Superintendent will consider the nurses' desires in scheduling these work days.
  - 3. In the event that nurses assist in conducting the yearly sports physicals within the District, they shall be compensated at a rate equivalent to their individual hourly rate of pay when performing such activities.
  - 4. Where a nurse participates in the Summer Program, said nurse will be compensated at a rate equivalent to their individual hourly rate of pay which will be inclusive of the nurse's step increase effective July 1st of that same year.
  - 5. The District shall provide members of the unit with tentative assignments for the following school year before June 1<sup>st</sup> of the previous year.



B. Workday

The workday shall consist of six and one-half (6-1/2) consecutive hours.

C. Smoke Free Work Place

Employees shall not be permitted to smoke in school buildings or on school grounds.

D. Posting of Vacancies

Registered Nurse vacancies in the District shall be forwarded by registered certified mail to the Chairperson of the Association.

E. Summer Employment for School Nurses

All summer Registered Nurse positions will be filled by qualified Registered Nurses employed by the Hicksville School District unless there is no interest in an available position.

F. Transfers

Registered Nurses covered by this agreement shall have the opportunity for mutual transfers among other members of the Council of Nursing Practitioners of the Hicksville School District, provided they obtain the prior approval of the Superintendent of Schools or his/her designee.

G. Seniority

Seniority shall be determined based on the first day of full time employment within the Hicksville School District as a Registered Nurse.

H. Seniority - Lists

The District will, on execution of this agreement and annually thereafter, furnish to the Chairperson of the Nurses Association a seniority list.

I. Continuing Education

All members of the bargaining unit shall be reimbursed for professional continuing education costs up to Two Hundred Fifty (\$250.00) dollars annually to attend seminars or conferences where continuing education units (CEUs) are earned which are ANA approved and with the prior approval of the District.

Effective July 1, 2003, all members will be offered the opportunity to attend the NYS Association of School Nurse Orientation Conference. The District will provide reimbursement of up to a total of One-Thousand (\$1,000.00) Dollars for the entire bargaining unit each year of the agreement. Attendance for the conference shall be held during non-school hours.

The School District will provide an organized in-service education program for the District nursing staff appropriate to their nursing practice responsibilities. The in-service education will be provided on the Superintendent's Conference Day (Election Day). The parties will meet and discuss the various issues that would pertain to the bargaining unit and that would be appropriate for in-service education.

**ARTICLE V - SICK LEAVE/PERSONAL DAYS**

Nurses shall be entitled to sick leave and personal leave pursuant to the following schedule:

STEP	SICK LEAVE	PERSONAL DAYS
1	7	3
2	8	3
3	9	3
4	10	3
5	11	3
6	12	3
7	12	3
8	12	3
9	12	3
10	12	3
11	12	3
12	12	3

Unused accumulated sick leave and personal days may be accumulated from year to year with no maximum limit.

Employees who have accumulated in excess of 45 days shall be eligible to redeem those days in excess of 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 10 days pay per year under this provision.

**ARTICLE VI - LEAVE OF ABSENCE WITH PAY**

1. In addition to the above, nurses will be entitled to the following temporary leaves of absence with full pay each school year. Such days shall not be deducted from the nurses' sick and/or personal leave.
2. Time necessary for appearances in any legal proceeding connected with the nurse's employment or with the school system.
3. Up to five (5) days at any one time in the event of death of a nurse's spouse, child, son-in-law, daughter-in-law, parents, grandparent, grandchild, father-in-law, mother-in-law, brother, sister, or member of the immediate household.
4. The release of nurses for attendance at conferences, workshops, seminars, and similar professional visitations including the Association convention. Such release shall be conditioned upon the approval of the Superintendent of Schools.

**ARTICLE VII - LEAVE OF ABSENCE WITHOUT PAY**

1. The Board, in its discretion, may grant leaves of absence without pay for periods of up to one (1) year for good and sufficient reasons and may grant extensions up to one (1) additional year on written requests received at least ninety (90) days prior to termination of leave.
2. All benefits to which a nurse was entitled at the time her leave began will be restored to her upon her return to duty. Unless her position has been abolished or declared surplus, she will be assigned to the position from which she took leave, if available, or, if not, to a substantially equivalent position.

ARTICLE VIII - MILEAGE REIMBURSEMENT

Nurses who use their car in the performance of their work duties will be compensated at the rate set by the maximum per mile rate allowed by the School Board Policy. In the event there is no school district transportation available said nurse will be reimbursed for travel expenses.

ARTICLE IX - TERMINAL PAY

A. The Board will increase the salary for the last full year of employment of any nurse who has given prior written notice of intention to retire and who is eligible for retirement by an amount equal to one hundred dollars (\$100.00) per year of credited service in the Hicksville School System.

B. Upon retirement, nurses would be paid, in addition to their base, on the basis of the per diem rate for their final year's salary as follows:

For the first 45 days of accumulated leave	0% per day
For the second 45 days of accumulated leave	25% per day
For anything above 90 days	50% per day

ARTICLE X - INSURANCE

A. Nurses shall be eligible to participate in a "tax-sheltered" annuity plan pursuant to United States Public Law No. 87-370.

B. The District shall provide health insurance to Registered Nurses covered under this agreement at no cost to the employee for individual or family coverage. Employees hired on or after July 1, 1994, shall contribute 20% toward the premium cost of individual and family health insurance coverage.

Insurance Buy-Out Option – Individuals who elect not to participate in the District's insurance coverage shall receive 50% of the District's share of the annual premium for said coverage, which shall be paid semi-annually.

C. 1. The Board will provide, without cost to the nurse, Group Life Insurance, which shall pay to the nurse's designated beneficiary a sum equal to the nurse's then regular salary.

2. The Board will provide, without cost to the nurse, disability coverage with benefits equal to fifty percent (50%) of the nurse's salary commencing on the sixty-first (61st) day after disability. A nurse who has not exhausted her accumulated sick leave at the time she becomes eligible for disability benefits shall have the option of either taking the benefits provided in this section, or first utilizing any or all sick leave to which she is entitled.

3. The disability benefits under this contract shall be as provided and defined in the Long Term Disability Policy No. 20,798, issued by the Mutual Benefit Life Insurance Company to the District, and shall be provided to the employees in this unit either by the District's continuing coverage under such policy or by providing the benefits of such policy as a self-insurer.

4. Upon disability of six (6) months or longer, the employee must apply for social security and disability retirement benefits, and the employee shall cooperate in the processing of such application by consenting to any and all medical examinations required by the School District and any other governmental agency having jurisdiction in the premises as well as any other requirements attendant upon the processing and submission of such application. Upon the employee's failure to apply, cooperate and participate in the

processing and submission of such application as above stated, the employee's coverage under the District policy or the benefits provided by the District as a self-insurer shall terminate.

5. The District shall supplement the payments to the employee under social security and disability retirement to the extent that they do not aggregate fifty percent (50%) of the salary received by the employee at the time of the commencement of the disability.
  6. The employee shall have the right to return to employment with the District if, within two (2) years of the last date of employment, the District doctor or a doctor of appropriate specialty retained by the District, finds the employee fit for full-time duty.
- D. Effective July 1, 1994, the Board shall procure dental insurance coverage for members covered by this agreement at a cost not to exceed \$180.00 per employee.

#### ARTICLE XI - GRIEVANCE PROCEDURE

1. A "grievance" is a claimed violation, misapplication or misinterpretation of this agreement.
2. An "aggrieved person" is an employee or employees filing a grievance in accord with the procedures set forth below.
3. An aggrieved person shall have the right to be represented at any level of the grievance procedure.
4. The aggrieved person shall pursue the following Grievance Procedure:
  - a. Level One

An aggrieved person shall file a detailed statement of the grievance in writing with his/her immediate supervisor within thirty (30) calendar days after the employee knew, or should have known, of the act or condition on which the grievance is based.
  - b. Level Two

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file an appeal in writing to the Superintendent of Schools. Such appeal must be filed no later than fifteen (15) school days of the receipt of the decision or fifteen (15) school days after filing the Level One grievance if no decision has been rendered. The aggrieved person shall make himself/herself available for discussion or hearing of the grievance with the Superintendent of Schools or his/her designee. If the aggrieved person does not appear at a scheduled discussion or hearing, the grievance is waived.
  - c. Level Three

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within fifteen (15) school days after presentation of the grievance, he/she may appeal to the Board of Education. The aggrieved person shall notify the Board of his/her appeal within five (5) school days following the date of mailing or delivery of the determination of the Superintendent of Schools, or twenty (20) school days after filing the Level Two grievance if no decision has been rendered, specifying the basis or reason for his/her exception to the prior determination, and he/she shall simultaneously furnish copies of the Notice of Appeal with exception to the

Superintendent of Schools. Within twenty (20) school days after receipt of the Notice of Appeal, the Board or a subcommittee thereof will meet with the aggrieved person for the purpose of resolving the grievance. If the aggrieved person does not appear at the scheduled hearing, the grievance is waived. The Board shall render a decision in writing within twenty (20) school days after the hearing, which decision shall be final and binding.

- d. Failure of an aggrieved person to follow the above specified timeliness shall constitute a waiver of the grievance.

#### 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.
- 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 IS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

#### ARTICLE XV - DURATION

This agreement shall be effective July 1, 2001 and shall continue in effect through June 30, 2005.

#### ARTICLE XVI - SALARIES

2001-2002	3.5% + increment
2002-2003	3.5% + increment
2003-2004	3.5% + increment
2004-2005	3.25% + increment

#### ARTICLE XVII - LONGEVITY

Effective July 1, 2003, nurses shall receive longevity pay for their years of service to the District as follows:

After completing 8 years of service:	\$300 per year
After completing 12 years of service:	\$800 per year
After completing 16 years of service:	\$1150 per year
After completing 20 years of service:	\$1500 per year

#### ARTICLE XVIII – LABOR/MANAGEMENT MEETINGS

The District and the Association will meet at mutually convenient times and places after work hours to consider employment conditions and the operations of this Agreement.

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

BOARD OF EDUCATION  
HICKSVILLE PUBLIC SCHOOLS

NEW YORK STATE NURSES ASSOCIATION

By: *Lawrence P. DeAngelis*

By: *[Signature]*

Superintendent of Schools

Director, Economic and General Welfare Program

Date: 9/25/04

Date: 9/24/04

By: *August P. [Signature]*

President, Board of Education

Date: 10/6/04

NURSES SALARY SCHEDULE A

Step[s]	7/01/01- 6/30/02	7/01/02- 6/30/03	7/01/03- 6/30/04	7/01/04- 6/30/05
1	29,694	30,733	31,809	32,842
2	30,461	31,527	32,630	33,691
3	31,229	32,322	33,453	34,540
4	31,998	33,117	34,277	35,391
5	32,766	33,912	35,099	36,240
6	33,534	34,707	35,922	37,089
7	34,301	35,502	36,745	37,939
8	35,069	36,297	37,567	38,788
9	35,838	37,093	38,391	39,639
10	36,606	37,888	39,214	40,488
11	37,374	38,683	40,036	41,338
12	38,142	39,477	40,859	42,187