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

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Union: **Association of Smithtown Professional Nurses**

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6199\_07012003

578 SD  
17920 RN

Smithtown Central School District  
And Assn Of Smithtown Prof'L Nurses

# CONTRACT

between

**BOARD OF EDUCATION**

**SMITHTOWN CENTRAL SCHOOL DISTRICT**

**Smithtown, New York**

and

**ASSOCIATION OF SMITHTOWN**

**PROFESSIONAL NURSES**

**2000-2003**

**RECEIVED**

**MAY 07 2001**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

19

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## ARTICLE I - DEFINITIONS

BOARD shall mean Board of Education of the Smithtown Central School District.

SUPERINTENDENT shall mean the Superintendent of Smithtown Central School District.

ASSOCIATION shall mean the Association of Smithtown Professional Nurses.

## ARTICLE II - RECOGNITION

The Board recognizes the Association as the exclusive bargaining agent for all Registered Professional Nurses employed in the Smithtown Central School District, for the purpose of negotiating (and participating in the administration of the Agreement) concerning wages, hours and condition of work.

The Board recognizes the Registered Professional Nurse's specialized qualifications, medical knowledge, academic preparation and professional skill. The success of his/her functions depends upon the maximum utilization of the specialized abilities within the confines of Board policy and State Education Law.

It is understood 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.

All appointments, both probationary and permanent and dismissals shall be in accordance with the rules and regulations of the Suffolk County Civil Service Commission. School nurses during their employment with the Smithtown Central School District must keep current at all times their New York State Registered Professional Nurse licenses.

### ARTICLE III - DUES DEDUCTIONS

The Board agrees to deduct from the salaries of its nurses, dues for the Association of Smithtown Professional Nurses, as each of said nurses individually and voluntarily authorizes the Board to deduct upon submission of the form annexed hereto Schedule "A" and signed by the individual nurse.

All monies deducted shall be forwarded to the ASPN Treasurer no later than ten (10) days following each pay period.

Deductions referred to above will be made in equal installments over 20 paychecks.

At the option of the employee, deductions may be also withheld from the payroll for the following items:

U.S. Savings Bonds  
Tax Sheltered Annuities  
Teachers Federal Credit Union  
Health Insurance Premiums  
Annuity and Loan Payments of  
N.Y.S. Retirement Program.

### ARTICLE IV - WORK DAY AND YEAR

The regular work day shall consist of seven hours plus a 45 minute mealtime except for emergency situations. The number of salaried hours per day shall not change.

The work year for members of this unit shall be 185 days. Nurses shall be at work every day that students are present. The additional days shall be determined by the Superintendent of Schools.

When feasible, the Association shall be consulted prior to any change in working conditions of any member.

A full program of health services also requires activities outside the usually scheduled work hours. At times professional responsibilities such as departmental meetings are to be conducted outside the limits of the usually scheduled work hours.

Each school year the President of the Association shall be provided 15 hours of time during the regularly scheduled work day for conducting Association business. Such leave will be taken at times agreeable to the building administrator.

Each nurse shall provide at least one Community Service Activity during each school year. Such activity must first be approved by the Assistant Superintendent for Personnel.

#### ARTICLE V - TRAVEL PROVISION

When a nurse is required to travel between buildings within a working day, a minimum of fifteen (15) minutes shall be provided. Nurses who are required to work in two (2) or more buildings in a single day and who use their own cars shall be reimbursed for approved and verified travel at the rate of \$.25 per mile.

#### ARTICLE VI - NO STRIKE STATEMENT

Neither any member nor the Association shall engage in, cause, or sanction any strike or work interruption nor honor the picket line or work stoppage of any other person or association.

#### ARTICLE VII - GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between parties with respect to the applicable meaning or interpretation of this Agreement shall be settled in the following manner:

- Step 1. An employee or representative of the Association shall take up the grievance with the building principal of the employee or employees and/or with the Superintendent's Designee for employees involved within thirty (30) days of its occurrence. The building principal and/or Director of Non-Instructional Personnel shall then attempt to adjust the matter and shall respond to the employee or representative of the Association within seven (7) working days.
- Step 2. If the grievance has not been settled, it shall be presented in writing by the employee or representative of the Association to the Superintendent of Schools or his/her designee within seven (7) work days after the building principal's and/or Superintendent's Designee response is due.
- Step 3. If the grievance still remains unadjusted, it shall be presented by the employee or a representative of the Association to the Board of Education in writing within seven (7) working days after the response of the Superintendent or his/her designee is due. The Board shall hold the hearing within twenty-five (25) school days after receipt of the appeal from the Level 2 determination.

The Board of Education shall render a final decision on the matter within twenty (20) school days after the conclusion of the hearing cited above.

Such determination by the Board of Education shall be final and binding on all parties concerned.

## ARTICLE VIII – LEAVES OF ABSENCE

- A. Sick Leave - A Registered Professional Nurse is eligible for ten (10) sick days per year with unlimited accumulation. Sick leave is to be accumulated on a monthly basis so that for each month served, one-tenth (1/10th) of the annual sick leave shall be accumulated: however, in the event a nurse is sick and required to take sick leave pursuant to the first paragraph of this section, she may borrow against anticipated accumulated sick leave as provided in the first paragraph of this section, provided, however, that, in the event her service with the District terminates for any reason prior to such time as she has accumulated enough sick leave to repay the borrowed amount, same shall be deducted from her final pay check, it being the intention of this paragraph, therefore, to provide that while sick leave may be borrowed in anticipation of accumulation, the nurse must provide sufficient length of service to the District to repay the District the amount of salary paid to the employee by the District.

Association nurses assigned to summer school shall be entitled to one paid sick day, as per summer school schedule. Any nurse who works during a summer school session may accrue up to a maximum of one (1) sick day to his/her annual sick day allotment, provided that the nurse does not utilize said sick day during the summer school session.

- B. Sick Bank - Each nurse shall contribute one (1) day each and every school year to the sick bank. For the school years 1997-98 and 1998-99 only, the District shall contribute two (2) days for each nurse in the association and one (1) day for all years thereafter. The number of days contributed by nurses and the Board shall be cumulative from year to year.

Any nurse shall be eligible to make application for additional sick leave for extended illness when the nurse has been incapacitated for five (5) consecutive working days after the exhaustion of the nurse's accumulated sick leave and provided the nurse has an accumulation of at least ten (10) sick days in his/her account. If there were fewer than ten (10) accumulated, unused sick days in the nurse's account at the onset of the illness, use of the sick bank will be delayed by the number of days that the account was less than ten (10). (Example: If there were seven (7) days in the account, the nurse would have a total of eight (8) unpaid days of leave until the sick bank could be drawn upon - the five (5) waiting day period plus the three (3) additional days the account was short.)

The maximum amount that can be withdrawn from the sick bank annually by a nurse shall not exceed 40% of the total days in the sick bank at the beginning of the school year. However, this annual maximum shall never exceed one hundred and eighty-six (186) days.

The ASPN Sick Bank shall be administered by a two (2) person committee. One member shall be appointed by the President of the ASPN and the other by the Superintendent. The guidelines and formulas for contribution and distribution of the ASPN Sick Bank shall be reviewed and amended annually and as needed by the ASPN and shall be approved by the aforementioned committee.

- C. Personal Leave - Each employee shall be allowed four (4) personal days per year. Should an employee not use 4 personal days during the year, such unused day(s) shall be credited to the employee's sick leave account the following year.

A request for a personal day must be made by the Registered Professional Nurse to the building principal and/or Assistant Superintendent for Personnel and must be approved by the Superintendent of Schools. Such application should be made in writing at least seven (7) days in advance of the anticipated absence whenever practicable. In case of emergency, such paper work shall be submitted promptly upon return to work.

- D. Bereavement Leave - Employees are entitled to five (5) days off with pay upon death to a member of the immediate family (spouse, sibling-in-law, child-in-law, grandparent, grandchild, parent, child, sibling, parent-in-law, foster parent - or other person who has served in place of a parent).
- E. Jury Duty - A registered professional Nurse required to serve as a juror or under subpoena shall be paid full salary during the period of such service. The nurse will remit to the District the total per diem jury duty fees paid for jury service. Reimbursement for travel will be retained by the Registered Professional Nurse. This leave shall not effect any other leave benefits.
- F. Leave Without Pay - Members of the Association shall be eligible to apply for a Leave of Absence for "good cause shown" without pay or other benefits for a period of up to two (2) years. Part-time leaves, without pay, to pursue an advanced education may be provided upon the approval of the Superintendent of Schools.

#### ARTICLE IX - TERMINAL PAY /RETIREMENT INCENTIVE

Any nurse whose employment terminates after ten (10) years of service in the District will be entitled to convert her/his unused accumulated sick leave at the ratio of one day's pay for two (2) days leave to a maximum of seventy-five (75) days pay. The payment will be made within sixty (60) days after the effective date of termination and will be paid based on her/his current annual salary.

In the event of a nurse's death while employed by the District, the terminal payment shall be paid to his/her estate.

#### ARTICLE X - SUBSTITUTES

Every reasonable effort will be made to provide a substitute Registered Nurse to replace an employee when absent and to provide extra help during peak load and pursuant to the recommendation of the Superintendent's Designee and/or building principal.



## ARTICLE XI - RETIREMENT

The District shall continue to provide retirement coverage with the New York State Employees Retirement System. Tier I and II members shall receive benefits as per Section 75-I. Tier III & IV members shall receive benefits as per Articles 14 and 15 respectively.

## ARTICLE XII - INSURANCE

- A. Medical Insurance - Nurses shall pay 10% of the annual cost of the District's individual or family coverage medical insurance premiums. Effective July 1, 1995 all nurses shall be responsible for an individual deductible of \$200 or a family deductible of \$600.

However, any employee enrolled in any HMO health plan on January 1, 1985 and thereafter shall pay the excess cost, if any, between the premium (individual, family as applicable) for such HMO plan and a premium for the District's Health Plan.

The District may replace the present health insurance plan with insurance coverage substantially equal to the coverage offered under the District's Insurance Plan in effect at the time the change is made, provided it does so for the other professional employee units. At least three (3) months prior to such change, the District shall meet with a committee of the ASPN to consult regarding the contemplated change.

Any nurse may waive the right to be covered by health insurance and relieve the District of any obligation for paying premiums on the nurse's behalf. Any nurse who so waives the right to be covered will receive \$1000. payable at \$500 twice in a calendar year. Such waivers may be renewed annually upon proper written application submitted by the nurse no later than June 30.

If, for any reason, a person must rejoin the health plan during the school year, that individual may apply to do so and will not receive any payment for any portion of the premiums.

- B. Dental Insurance - The District will provide individual and family dental coverage. The District shall pay 95% of the premiums of the dental plan currently provided to certified employees or a substantially equivalent plan. Each nurse shall pay 5% of the premiums, unless the nurse elects not to have such coverage.
- C. Life Insurance - Each full time nurse shall be provided a term life insurance policy in the amount of \$12,000.

### ARTICLE XIII - WORKERS' COMPENSATION

Any employee injured on the job and, therefore, qualifying for Workers' Compensation, shall be eligible for "extended salary", after his/her sick leave account is exhausted.

The "extended salary" shall consist of a salary amount representing the difference between his/her full salary at the time of the injury and any other salary benefit to which the employee is entitled as the result of her/her employment, e.g. Long Term Disability Benefits (including any benefits which are offsets to the Long Term Disability Policy), and Workers' Compensation payments. The "extended salary" benefit shall terminate upon the employee's retirement from the District.

The "extended salary" benefit will be provided for a period of time not to exceed the equivalent of 10% of the total number of weeks the employee has been employed by the District up to a maximum of one year.

The employee's physician must provide proof of Medical Disability on a continual basis in order to maintain eligibility for "extended salary," subject to usual review by the District's Claims Administrators. Unless the employee has retired from the District prior to the issuance of a Worker's Compensation award in his/her favor, upon receipt by the District of the Notice of Decision by the Worker's Compensation Board, the District will reinstate sick leave days to the credit of the employee on the basis of the award to the District, less the amount of "extended salary" benefit provided. The amount of the award after the foregoing subtraction is divided by the employee's daily rate of pay to establish the total number of days to be re-credited to the employee's sick leave account. If the "extended salary" benefit has exceeded the "award to the District," the employee shall reimburse the District for any excess advance, unless the employee has previously retired from the District.

### ARTICLE XIV - PROFESSIONAL ALLOWANCE

There shall be a uniform allowance of \$750. per year for the purchase of appropriate uniforms to each Professional Nurse. Payments will be made during November for claim forms with applicable receipts submitted during October and during May for claim forms with applicable receipts submitted during April. Nurses will always be in uniform while on duty.

### ARTICLE XV - PROFESSIONAL DEVELOPMENT

A fund of \$6,000 will be set aside in the annual budget for the payment of courses, conferences and seminars for members of the Association. Individual attendance at said courses, conferences and seminars shall not be dependent on the availability of substitute nurses.

Smithtown Nurses shall be allowed to participate in any workshops and/or seminars sponsored by the Superintendent, District, and/or Smithtown Teachers' Association when such workshops and/or seminars are applicable to the role of the school nurse and receive approval from the Superintendent or his/her designee. The rate for attending shall be in accordance with the Professional Development Guidelines.

**Similarly the workshop rate for instruction, and/or preparation at a paid Smithtown Central School District workshop or seminar shall commensurate with prevailing District practice. Such work- shops/seminars must be held outside of regular working hours.**

#### ARTICLE XVI - COMPENSATION

All members of the ASPN shall be paid according to the salary schedule in Appendix B (attached). All full-time substitute nurses (nurse hired for a full year beginning in Sept. in place of a nurse on leave) on an annual contract to be paid according to Step E (Entry). Should such full-time substitute nurses be awarded a probationary appointment, they will continue to be paid in that first year of the probationary appointment on Step E. For all other nurses holding permanent appointments advancement on the salary schedule is contingent upon completion of 92 days or more of service in the prior school year.

Nurses who perform prior scheduled work beyond the regular seven (7) hour day or five (5) days work week will be compensated at one and one-half (1½) their hourly rate.

Nurses who perform summer work beyond the 185 days shall be compensated at an hourly rate based on their current salary.

The District shall provide a one-time payment of \$150 for the attainment of an Associate Degree. The District shall provide a one time monetary acknowledgement of \$300 for the attainment of a B.A./ B.S. degree and a one time monetary acknowledgement of \$500 for the attainment of a M.A./M.S. degree. This provision shall be retroactive to the date of the awarding of the degree and shall apply to all current and future nurses. Payment will be made after the Personnel Office has received an official college transcript or official diploma with a raised seal.

Each nurse shall have the option of selecting either a ten (10) month or twelve (12) month plan for the payment of contract salary.

#### ARTICLE XVII - TERM OF AGREEMENT

This agreement shall be effective as of July 1, 2000 and shall continue in effect until June 30, 2003.

#### ARTICLE XVIII - FLEX BENEFITS

The District shall provide nurses with a Flex Benefits Plan to be implemented by March 1, 1996.

#### ARTICLE XIX - VOLUNTARY TRANSFERS AND INTERSCHOOL TRANSFERS

When a nurse desires a transfer to another building assignment, such request must be submitted in writing before April 15<sup>th</sup> to the Superintendent of Schools or his/her designee, unless the assignment being vacated is not posted until after that deadline. In that case, the request must be submitted within 10 days of the posting. Such a request shall include the school or schools to which he/she desires to be transferred in order of preference. The Superintendent of Schools shall acknowledge the receipt of the request for transfer within thirty (30) days. Every effort will be made to notify the nurse by the end of the school year as to the status of that transfer request. When the District needs to transfer a nurse to another building assignment, every effort will be made to notify him/her of this transfer by the end of the school year prior to the transfer.

## ARTICLE XX - CONNECT COMMITTEE

A committee of members of the A.S.P.N. and the District representatives will be established to discuss issues of concern that are not contractual in nature.

## ARTICLE XXI – COMPLAINT PROCEDURE

Any formal complaint against a nurse to the District originating from an individual or individuals outside the supervisory chain of command that seeks action which would be adverse to that nurse's professional standing or reputation shall be brought to the attention of the nurse as soon as possible.

The nurse shall have the right to a subsequent conference if such conference can be arranged with the complainant present. If such conference cannot be arranged with the complainant present, no action shall be taken against the nurse based solely on any such formal complaint. If the conference can be mutually agreed upon, the nurse shall have the right to have present at such a conference a representative of the Association provided the Association chooses to become so involved.

A nurse having been reprimanded, warned or disciplined by an individual within his/her evaluative or supervisory chains of command for any alleged infraction of rules, policies, practices, or delinquency in his/her professional performance shall have the right to a subsequent conference. At the conference he/she shall have the right to have present a representative of the Association, provided the Association chooses to become so involved and provided the conference is not based upon formal, written evaluative reports. Such conference shall be held at a time and place mutually agreed upon by all parties.

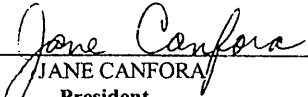
Spontaneous reprimands, warnings, or disciplinary action for any alleged infractions should be not made in the presence of students or district personnel and shall be accompanied by an oral explanation of the basis of such action.

ARTICLE XXII - 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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ASSOCIATION OF SMITHTOWN  
PROFESSIONAL NURSES

By: \_\_\_\_\_   
JANE CANFORA  
President

SMITHTOWN CENTRAL  
SCHOOL DISTRICT

By: \_\_\_\_\_   
Ronald D. Valenti, Ph. D.  
Superintendent of Schools

RATIFIED BY: A.S.P.N. on 4/5/00  
BOARD OF EDUCATION on 4/11/00



APPENDIX B  
SALARY SCHEDULES

STEPS	2000-01	2001-02	2002-03
E	\$ 26,725	\$ 27,594	\$ 28,491
1	\$ 28,390	\$ 29,312	\$ 30,265
2	\$ 29,759	\$ 30,726	\$ 31,724
3	\$ 30,920	\$ 31,925	\$ 32,963
4	\$ 31,985	\$ 33,024	\$ 34,098
5	\$ 33,379	\$ 34,463	\$ 35,584
6	\$ 35,442	\$ 36,593	\$ 37,783
7	\$ 36,365	\$ 37,547	\$ 38,767
8	\$ 37,795	\$ 39,023	\$ 40,291
9	\$ 39,113	\$ 40,384	\$ 41,697
10	\$ 40,090	\$ 41,393	\$ 42,738
11	\$ 41,213	\$ 42,553	\$ 43,936
12	\$ 42,331	\$ 43,707	\$ 45,128
13	\$ 43,619	\$ 45,037	\$ 46,500
14	\$ 44,907	\$ 46,366	\$ 47,873
15	\$ 46,194	\$ 47,695	\$ 49,245
16	\$ 47,694	\$ 49,195	\$ 50,745