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Union: **Locust Valley Registered Professional School Nurses Group**

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RN
8989

AGREEMENT

between

LOCUST VALLEY CENTRAL SCHOOL DISTRICT

and the

LOCUST VALLEY REGISTERED PROFESSIONAL

SCHOOL NURSES GROUP

7/1/2001 - 6/30/2005

RECEIVED

FEB 07 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

LOCUST VALLEY CENTRAL SCHOOL DISTRICT

LOCUST VALLEY REGISTERED PROFESSIONAL SCHOOL NURSES GROUP

ARTICLE 1

RECOGNITION CLAUSE

The District recognizes this group as independent of all other units and as the exclusive representative for all school nurses.

ARTICLE II

NO STRIKES

The nurses agree to comply with the terms, conditions and provisions of Section 210 of the Civil Service Law, as part of the Public Employees Fair Employment Act, as such Section prohibits strikes by public employees.

ARTICLE III

NURSES GROUP RIGHTS

A. Regulation

Pursuant to the provisions of Section 204-A of the Civil Service Law:

"It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval."

B. Dues Deductions

The District agrees to deduct dues from the salaries of school nurses who have submitted written authorization through the Locust Valley Registered Professional School Nurses Group to the payroll department. The District will transmit monthly the total amount deducted to the nurse designated by the group to receive the dues, hereafter referred to as the "Nurses' Designee."

1. Deductions shall be made uniformly and consistently once each month, September to June.
2. Dues deductions shall commence on the pay period following the date on which authorization is received from the Locust Valley Registered Professional School Nurses Group and confirmation is received by the District from the Nurses' Designee provided that the District shall have not less than thirty (30) days' notice to begin such deductions. Deductions shall remain in effect until the employee notifies the District, through the Locust Valley Registered Professional School Nurses Group in writing, to discontinue withdrawing dues deductions in the current fiscal year. Dues will cease being deducted on the first full pay period after receipt of written notice to stop deductions, provided that the District shall have not less than thirty (30) days to terminate deductions.
3. The District assumes no responsibility for the disposition of the funds so deducted once they have been turned over to the Nurses' Designee.
4. The full responsibility for dues which have been deducted and transmitted to the Nurses' Designee shall be the sole responsibility of said Nurses' Group and the District shall be saved and held harmless by the Registered Professional School Nurses Group for any claims whatsoever resulting from such deductions and payment over the Nurses' Designee.
5. The District shall not be required to undertake deductions which require payment to anyone other than the Nurses' Designee. The District may not be required to make separate payments for separate deductions for any one employee, in the event that the deductions include more than regular dues deductions. It is further understood and agreed that the District may not be required to deduct for more than dues deductions and one other purpose if, in the opinion of the District, such additional deductions are not administratively feasible or create undue expense and burden. The District shall, however, subject to its rights herein, give reasonable consideration to additional dues deductions requested, provided that the District shall not be required to make other than a single payment under its dues deduction obligations.

ARTICLE IV

GRIEVANCE PROCEDURE

If there is any question about the provisions of this contract being met, the nurses

have the right to discuss the matter with the Assistant Superintendent for Business and Personnel. If that fails to resolve the question, they may approach the Superintendent.

ARTICLE V

SICK LEAVE

The employee shall be eligible for sick leave annually to be credited at the beginning of the school year. To be eligible, the employee must work the first day. New employees will receive one sick day per month credited at the beginning of the month for the first year. Nurses already employed by LVCS D for more than one year will receive 11 sick days each school year of the contract period credited in September of each of those school years. Effective July 1, 1994, the employee may use prior accumulated sick leave, except that in no case may an employee carry into a new year more than the following: 146 days at the close of 2002-2003, 157 days at the close of 2003-2004, 169 days at the close of 2004-2005.

A. Explanation of Absence

On returning from absence of four (4) or more school days, the employee shall provide a medical report establishing fitness for resumption of duty, if requested.

B. Sick Leave Bank

A sick leave bank will be established for the nurses for each school year of the contract period. Each nurse who has been working for the LVCS D for four or more years consecutively as a full-time school nurse would be eligible to draw a single non-cumulative allowance of twenty-five (25) sick days to be applied after exhaustion of all other sick leave, against absences of four (4) or more school days consecutively. A nurse who has not had any charge against the 25-day allowance during an entire school year shall have a full twenty-five day allowance restored in the next school year.

Sick leave and sick leave bank can be used for illness of a member in the immediate family. The immediate family will include a spouse, child, grandchild, parent, grandparent, brother or sister, mother-in-law, father-in-law, or other relatives living in the household of the employee.

ARTICLE VI

PERSONAL LEAVE

Each employee, except those in their first year of employment with the District, upon prior request to the Superintendent or the Assistant Superintendent for Business and Personnel, shall be granted up to three paid personal business days. Prior request shall be waived in case of emergency. All unused personal days shall be added to the employee's accumulated sick days at the end of each school year.

A. Personal Leave Before Holidays

Paid personal business days provided for in this Agreement may not be taken either the day before or the day after vacation periods and/or holidays without the prior written approval of the Superintendent of Schools or his designee. Where an emergency necessitates the taking of a personal day, either the day before or the day after a vacation period or holiday, approval may be given after the day is taken.

B. Bereavement Leave

For each absence due to the death of a spouse, child, parent, grandparent, brother or sister, mother-in-law or father-in-law, or other relative living in the household of the employee, the Superintendent or his Designee shall grant reasonable leave, up to five days proximate to the death of the individual, without loss of pay.

C. Child Care Leave

Leave of absence without pay and without step advancement shall be granted to a nurse who has been employed by the District more than one (1) year upon the following conditions:

1. The nurse is to notify the District at least sixty (60) days prior to the expected date of birth that the nurse intends to take child care leave. In the case of an adopted child, the parties shall mutually agree to a commencement date.
2. The child care leave shall be granted up to but not longer than two (2) years.
3. As a condition of accepting leave, a nurse must sign a statement provided by the District specifying that a failure on the part of the nurse to return within the time specified constitutes a resignation from service with the District.

4. A nurse who has completed more than half of a semester of a school term prior to departure on child care leave will receive half-step credit for such semester in determining the place on the salary scale on return.
5. Nurses who apply for a child care leave of up to two (2) years must notify the District by May 1 of their intention to return the following September. Nurses intending to return from such leave at the beginning of the second semester must notify the District sixty (60) days in advance.

D. Family Medical Leave Act

An unpaid leave of absence for a nurse's own serious health condition or to care for a spouse, child or parent with a serious health condition shall be granted to a nurse who has been employed by the District for more than one (1) year and who has worked more than 750 hours in the previous year upon the following conditions (The District may require a nurse first to use accrued sick leave and/or personal leave or part of any leave under this section for the purpose of a "serious health condition"):

1. The nurse is to notify the District at least thirty (30) days prior to commencing such leave or as soon as practicable.
2. The serious health condition leave shall be granted up to but not longer than twelve (12) weeks.
3. A nurse is entitled to twelve (12) weeks serious health condition leave once every twelve (12) months.

ARTICLE VII

EMERGENCY CLOSING OF SCHOOLS

The rules and regulations regarding emergency closing of schools shall be the same as they are for the District's teachers.

ARTICLE VIII

CHANGE IN JOB DESCRIPTION

In the event of any change in job duties of a more than temporary or emergency nature, the employee affected and the Nurses' Coordinator shall be entitled to consultation with the administration upon such change if it is so desired.

A reasonable effort shall be made to notify the nurses of their work assignments at the beginning of the school year and to maintain that yearly assignment as the basic assignment for the school year. If a change gives rise to a dispute, the matter can only be brought to an Assistant Superintendent for Business and, if necessary, the Superintendent for resolution.

ARTICLE IX

WORK DAY/WORK YEAR

- A. Full-time employees will work the same calendar as the teaching staff.

The salaries indicated in the salary schedule at Appendix A reflect employment for the full school year, inclusive of vacation periods and holidays.

For the purpose of calculating the salary deductions in the instance of leave-without-pay, the nurses will be considered to be working a ten-month (215 day) year, in accordance with the New York State Employees' Retirement System.

- B. Full-time employees shall be paid for working seven (7) hours per day inclusive of 45 minutes paid lunchtime. Should full-time nurses not be able to take lunchtime because of emergencies requiring their presence, they should be given another time period equal to forty-five minutes for lunch during the school day. Nurses shall remain in their assigned school for the entire period of their work day, including lunch, unless authorized by the building principal to leave the school building, except that they may leave the building three days/month after arranging coverage by the nurse in the neighboring school (elementary) or same office (secondary).

- C. Manner of Payment

Full-time employees shall be paid on the same day that members of the teaching staff are paid.

D. Jury Duty

Nurses called for jury duty shall receive their regular pay for such absence. Any monies received from the government for such service, excluding government reimbursement for expenses, shall be given to LVCS D.

ARTICLE X

CONFERENCE ATTENDANCE

The District will exert its best efforts to increase the amounts allocated for registered nurses for attending professional conferences and education seminars under conditions to be determined by the District.

ARTICLE XI

RETIREMENT

The District will comply with Civil Service System Retirements. The nurses will be reported to the Retirement System as working the full school year (September to June) inclusive of holiday and vacation time.

ARTICLE XII

POSTING OF VACANCIES AND NEW POSITIONS

The District shall post all vacancies for members of the group in all buildings. During the months of July and August, the District shall notify the Nurse Coordinator of any vacancies in the group. In recruiting for any nurse vacancy, the Nurses' Coordinator will be included as a consultant in the interviewing process. The administration retains sole decision-making authority in this hiring.

ARTICLE XIII

RECALL PROCEDURE

In the event that employees covered by this contract have been excessed from their positions, they shall be recalled to employment for similar positions in the unit on the basis of the following procedures:

The last person excessed shall be the first person offered re-employment in a vacancy which may have been created as a result of a resignation, termination or the creation of a new position, provided they have held the same or similar position within the District.

If the first person offered the vacancy does not elect to accept, it shall be then offered to the next person in line, based on the sequence of an excessing and under the same conditions described above.

Once individuals have refused re-employment on this recall procedure, they shall have no further claim to any position that might become available.

An individual's recall rights under this contract shall be limited to six years from the date of excessing.

It is understood that the individual recalled shall return at the pay scale for the category of employment in which the vacancy exists. Individuals shall be placed on the pay scale based on the number of years they have been employed in the former bargaining unit position.

It is understood that the District reserves the right to excess positions based on the job category and that the individual with the least seniority in that specific job category shall be the person to be excessed.

The calculation of an employee's seniority shall be based on the number of years (months) in which he/she has served continuously in the category in which currently employed. Previous service in another category shall not apply.

ARTICLE XIV

COMPENSATION

A. Salary

1. Salaries for the contract period shall be governed by the schedule of annual salaries at Appendix A.

2. Should the District find it impossible to fill vacancies (should they occur), any change in the salary schedule must be brought to a discussion with the nurses. While this discussion would not be binding upon the District, a good faith effort would be made to incorporate into any salary schedule changes the concerns and perspectives of the nurses. In particular, the problems (such as occurred in 1984) in raising the lower steps without changing the upper steps would be brought to the attention of the Superintendent and the Board of Education.
3. Before determining what step a newly hired nurse is placed on, a discussion will be held between the Nurses Group and the District before a final determination is made of the new employee's starting salary step.

B. Longevity

Full-time employees with nine or more years of service in a full-time bargaining unit position shall receive a longevity payment. This payment will be increased by the same percentage applied to the salary schedule. Longevity amounts are included on the salary schedules located at Appendix A.

C. New Employees

Individuals hired between September 1 and December 31 of a given school year shall receive their scheduled increase at the beginning of each succeeding school year (September 1). Individuals hired between January 1 and June 30 of any school year shall receive their first scheduled increase on January 1 immediately following the date of hire. Thereafter they shall receive any scheduled increase at the beginning of each succeeding school year.

D. Nurse Coordinator

The stipend for the Nurse Coordinator will be increased by the same percentage as applies to the salary schedule. The appointment to this position shall be made by the District. Seniority shall be given emphasis in making the decision, but will not be the only factor weighed.

E. Retirement Incentive

A retirement incentive shall be offered to members of the Nurses Group subject to the following:

1. Conditions: The retirement incentive shall apply to a nurse who retires after January 1, 2004, but before July 1, 2004. To be eligible for the incentive, the nurse will provide a notice of intent at least two months prior to the date of resignation for the purposes of retirement.
2. Eligibility:
 - a) Age 55 or greater by June 30, 2004
 - b) Ten (10) years of credited service with the NYSERS
 - c) Ten (10) years of credited full-time service with the District
3. Incentive Amounts: The incentive amount will be 2% of the final annual salary multiplied by the number of years of service in the District subject to a maximum of \$20,000.
4. If a time incentive is offered from the State and accepted by the District, then it should be offered to the Nurses Group.

F. Educational Incentive

Nurses who successfully complete two (2) credits or thirty (30) hours approved in-service or continuing education courses or workshops with an education component will be awarded one (1) additional step on the salary schedule. Nurses can move up two (2) steps on the salary schedule through the education incentive during the contract period.

Nurses already at the top step or beyond will be given a stipend of \$1,600 for each education incentive earned. This amount will not be part of the base salary. Educational Incentives earned by nurses at the top step or beyond during this contract period are referenced as Educational Incentive 6 and Educational Incentive 7 on the salary schedule at Appendix A.

Course work must be relative to health topics and have an impact on improving the quality of nursing service offered. Other course work and workshops relating to schools and impacting on the responsibilities of nurses in other areas will be acceptable if approved. If DISC courses are offered and fit the criteria as stated above, these courses will also be accepted. All course work and workshops must receive prior approval

from the building principal and the Superintendent or his/her designee.

ARTICLE XV

FRINGE BENEFITS

The provisions of this Article apply only to full-time employees.

A. Health Insurance

The District agrees to pay for the premium cost of the various options of the N.Y.S. Health Insurance program in its present form or as it may be amended in accordance with the following employee contribution each year of this agreement.

Individual Coverage Yearly
Employee Contribution

Family Coverage Yearly
Employee Contribution

Effective 7/1/2002:

10% of premium

7% of premium

Section 125 (Cafeteria Plan)

The District will offer unit members the opportunity to participate in an Internal Revenue Service authorized Section 125 "cafeteria plan." Available options under the plan and procedures for utilization of the Section 125 plan will be agreed to by the District and the Nurses Group.

B. Dental Insurance

The District agrees to pay the premium cost for the Dental Plan available to the Secretarial and Custodial personnel based on an employee contribution of \$140.00 per year in each year of this Agreement. Only individual coverage will be available to unit members.

C. Life Insurance

The District agrees to pay 100% of the premium cost for term life insurance on the following schedule:

First-year employees	\$ 2,000	Policy
Second-year employees	\$ 5,000	Policy
All other employees	\$10,000	Policy

D. Retirement

The members of the unit are entitled to join the New York State Employees Retirement System. District funds will provide the Retirement Plan 75-I (for Tier 1 and Tier 2 members) and 41(j) to participating employees covered in this Agreement.

E. Tax Deferred Programs

Unit members shall be allowed to participate in the District's tax sheltered annuity program (IRS Section 403-B) and Deferred Compensation Program (IRS Section 457) as long as such programs are available to other employee groups in the District.

ARTICLE XVI

DURATION OF AGREEMENT

This Agreement shall commence July 1, 2001, and shall continue in force and effect until Midnight June 30, 2005.

ARTICLE XVII

FULL SETTLEMENT

The parties recognize that this Agreement is the result of professional negotiations between them and is intended to be in full settlement of all issues respecting salaries, hours and other terms and conditions of employment and all other matters which are the subject to negotiations. Therefore, each of the parties, for the life of this Agreement, agrees that, except as legally provided, the other shall not be obligated to negotiate collectively with respect to any issues on salaries, hours or other terms and conditions of employment not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

For the Nurses' Unit:

For the District:

Barbara Dardzinski
Barbara Dardzinski, President

Anthony L. Slnge
Anthony L. Slnge, Superintendent

Date: 1/30/03

Date: 1/30/03

Appendix A

Registered Professional School Nurses
Salary Schedule
2001 -2005

<u>Step</u>	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
1	\$27,391	\$28,199	\$29,031	\$29,887
2	\$28,371	\$29,208	\$30,070	\$30,957
3	\$29,269	\$30,132	\$31,021	\$31,936
4	\$30,328	\$31,223	\$32,144	\$33,092
5	\$32,240	\$33,191	\$34,170	\$35,178
6	\$34,146	\$35,154	\$36,191	\$37,258
7	\$36,056	\$37,120	\$38,215	\$39,342
8	\$37,932	\$39,051	\$40,203	\$41,389
9	\$40,277	\$41,465	\$42,689	\$43,948
10	\$42,624	\$43,882	\$45,176	\$46,509
11	\$44,973	\$46,299	\$47,665	\$49,071
12	\$46,199	\$47,562	\$48,965	\$50,409
Longevity	\$946	\$974	\$1,003	\$1,032
Coordinator Stipend	\$2,204	\$2,269	\$2,336	\$2,405
Educational Incentive #1	\$1,861	\$1,861	\$1,861	\$1,861
Educational Incentive #2	\$2,348	\$2,418	\$2,489	\$2,562
Educational Incentive #3	\$2,348	\$2,418	\$2,489	\$2,562
Educational Incentive #4	\$2,100	\$2,100	\$2,100	\$2,100
Educational Incentive #5	\$2,100	\$2,100	\$2,100	\$2,100
Educational Incentive #6	\$1,600	\$1,600	\$1,600	\$1,600
Educational Incentive #7	\$1,600	\$1,600	\$1,600	\$1,600