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Union: **Elmont Union Free School District Registered Professional Nurses Association**

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BOARD OF EDUCATION
ELMONT UNION FREE SCHOOL DISTRICT

AND

REGISTERED PROFESSIONAL SCHOOL
NURSES ASSOCIATION OF THE ELMONT UFSD

CONTRACT

7/1 6/30

SCHOOL YEARS 2006-2009

RECEIVED

FEB 14 2008

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

INDEX

Pages

BULLETIN BOARD SPACE.....	15
CALENDAR & HOLIDAYS.....	8
CONFLICT WITH STATUTES.....	15
DISTRIBUTION OF CONTRACT.....	15
DUES CHECK OFF.....	6, 7
EXAMINATION OF PERSONNEL FILE.....	8
GRIEVANCE PROCEDURE.....	11,12
HEALTH INSURANCE.....	5
HOURS.....	7
INJURY ON THE JOB.....	10,11
LEAVES.....	8, 9
LEGAL COUNSEL.....	15
LEGISLATIVE ACTION-TAYLOR LAW SECTION.....	15
LIFE INSURANCE.....	6
MAIL BOXES.....	14
MEETINGS WITH ADMINISTRATION.....	4
NO STRIKE PLEDGE.....	4
PERSONAL LEAVE.....	9

PROTECTION OF CIVIL SERVICE LAW.....8

AGREEMENT made as of July 1, 2006 to June 1, 2009 between the Board of Education of Elmont Union Free School District (hereinafter called the Board) and the Elmont UFSD Registered Professional Nurses Association (hereinafter called the "Association").

WHEREIN

It is mutually agreed as follows:

ARTICLE I. RECOGNITION AND NO STRIKE PLEDGE

A. **Recognition:** The Association, having submitted satisfactory evidence that it represents a majority of the Registered Professional School Nurses, is hereby recognized as the exclusive bargaining agent for the Registered Professional School Nurse for such period as is permissible by law.

B. **Registered Nurses:** The Registered Professional School Nurse shall consist of all registered professional nurses and excluding all other employees.

C. **No Strike Pledge:** So long as the Association is the exclusive bargaining agent, as aforesaid, the Association agrees to comply with the provisions of the Taylor Law prohibiting strikes as said law is now in effect or may be hereafter amended.

ARTICLE II. ASSOCIATION MEETINGS WITH ADMINISTRATION

Association representatives may meet with the Superintendent of Schools or any other member of the Administration designated by him/her at least twice a year.

ARTICLE III. WAGES AND OTHER FINANCIAL BENEFITS AND DUES CHECK-OFF

A. **Wages:**

- (i) From July 1, 2006 - June 30, 2009 the salaries of the Registered Professional School Nurses at Schedule A and Schedule B attached, shall be increased as follows:

Year 1	3.5 per cent
Year 2	3.5 per cent
Year 3	3.25 per cent

Salary increases will be effective July 1 of each year.

B. Health Insurance:

1. For the school years July 1, 2006 - June 30, 2007, the Board agrees to pay 90% of the premium for coverage of the individual and family plans based on the Statewide option of the Health Insurance plan under the New York State Employees Health Insurance Program for Registered Professional School Nurses provided they meet eligibility standards. The Registered Nurses will pay 10% of the stated premiums. For the year July 1, 2007 to June 30, 2008 the Board payment shall be 88% of the said premium and for the year July 1, 2008 to June 30, 2009 the Board payment shall be 86% of the said premium.

2. An employee enrolled in the health insurance plan for one year last past may elect to withdraw from the plan and receive, in lieu of health care coverage, a payment equal to fifty (50%) percent of the District's cost of health insurance for that employee up to \$2,000. Payment shall be made at the end of the school year to which the election applies for the period of waiver. New employees may make the election upon attaining eligibility for health insurance. Should an employee's personal circumstances undergo change as enumerated herein, they may reapply to the carrier for inclusion in the plan. Change of circumstances qualifying hereunder shall be loss of alternative coverage relied upon when election was made, otherwise, there shall be an open window period when an employee who had voluntarily waived coverage may be reinstated and be eligible for the same coverage and non-contributory status that would have been in effect if the employee had not waived coverage provided such employee remains uncovered for at least twelve (12) months. The open window period shall begin on the first day next following the ending of the twelve (12) month period of non-coverage and continue for sixty (60) calendar days thereafter. Payment of the lesser of fifty (50%) percent of the cost of inclusion in the health plan of the District, or \$2,000, will be made to an employee upon election for non-coverage. An employee may waive the open window period and again elect non-coverage at the conclusion of any twelve (12) month period of non-coverage and receive payment for the following twelve (12) month period.

3. **Dental Insurance:** For the duration of this contract the Board will pay \$450 per employee per year toward a group dental insurance plan covering the participating members of the unit. Designation of the insurance carrier will require the approval of the Association and the Board. The Dental Plan will be administered by the district.

4. **Optical Insurance:** For the duration of this contract the Board will pay \$150 per employee per year toward a group optical insurance plan covering the participating members of the unit. Designation of the insurance carrier will require the approval of the Association and the Board. The Optical Plan will be administered by the district.

5. Should an employee resign or be terminated, health care shall terminate on the last day of the month of the employee's service to the District. Any premiums for coverage beyond that date shall be refunded to the employee.

C. **Retirement:** The Board shall continue the 75G plan under the New York State Employees Retirement System (1/50 Non-contributory "25 Year Career" Retirement Plan).

D. **Snow Days:** Whenever the Professional Staff is paid for a snow day, the registered professional nurses shall also be paid for said snow day.

E. **Life Insurance:** The Board agrees to continue for the school years 2001-2006 a \$20,000 life insurance policy for each member of the Association.

F. **Tax-sheltered Annuities:** The District shall accept application from members of the Association for deduction from the contract salary, the amount of such deductions to be remitted to the tax-sheltered annuity program selected by the Elmont Union Free School District Professional Staff. The carrier shall be determined by the Elmont Elementary Teachers Association but the District shall not be required to make deductions for and payment to more than five carriers. All authorizations for deductions shall contain a clause saving the District harmless for use of said deductions after transmitted. The District's obligation shall be limited solely to the registered professional nurses.

G. **Dues Check-Off:** (1) So long as the Association is the exclusive bargaining agent as aforesaid, and so long as the same is permissible by

law, the Board shall deduct from the salary of members of the Association who submit dues check-off authorizations in writing to the Board, dues for the Association in an amount to be determined by the Association in accordance with written memorandum thereof to be filed by the Association with the Board. (2) Should the Association change the rate of its membership dues, it shall give the Board thirty days notice prior to the effective date of such change. (3) The Association shall be permitted to make dues check-off cards available through schools. These cards, once filed with the Board, shall be considered continuous authorization unless rescinded by an individual member in writing to the Board via the Superintendent's Office, between September 1st and September 15th, of any given year. The Association shall be so notified of such rescinding by September 20th. The Business Office shall notify the president of the Association of any dues deletions due to resignation and/or layoff. (4) The Association and the staff so designated in this Article shall waive all rights and claims against the Board for the monies so deducted and transmitted to the Association in accordance with their authorization and relieve the Board, its officers, agents, and representatives from any liability therefor.

H. **Agency Fee:** Every member of the bargaining unit who is not a member of the Association shall, within 60 days after the initial date of employment or within 30 days after this section becomes effective, whichever is later, pay to the Association an agency fee. Such fee shall be certified to the district by the Association, and shall be consistent with the requirements of law. The Association shall forward to the district a list of non-members and the sum of money to be deducted from each paycheck for the agency fee. Said amount shall be deducted from each non-member's paycheck in a manner equivalent, insofar as possible, to that used for deduction of dues of members of the Association. Not later than 30 days after receipt of a list of non-members, the district shall forward said amount to the Association. This provision shall remain effective for as long as agency fee is mandated by New York law.

ARTICLE IV. HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR THE SCHOOL YEARS 2006-2009

A. **Hours:** The working day shall be six hours and forty-five minutes (inclusive of 50 minute lunch) or as assigned by the Superintendent of Schools. Nurses shall remain available within their assigned buildings during lunch. A nurse called to duty during her lunch period shall receive compensatory time therefor, subject to verification by the building principal. A nurse may leave

the building only for personal emergencies and with the authorization of the building principal.

B. Each nurse shall be on call and available to work in the district, should the district request, for two days in the week prior to the opening of the school year. The opening day of school is defined here as the day upon which teachers report for duties. Nurses shall be on call in accordance with a schedule to be developed by the District by June 1.

C. Unit members shall be available for work during evenings in the week prior to the opening of school. Evening work shall be voluntary, except that should an insufficient number of nurses volunteer for evening work, then in that event the District shall assign evening work to the unit members in inverse seniority.

D. **Calendar and Holidays:** The calendar for each of the years 2006-2009 shall be the Teacher Calendar (parochial school assignments under supervision of the Supervising Nurse).

E. **Examination of Personnel File:** Upon request by a member of the Association, she/he shall have the right to examine, in the Personnel Office, at reasonable intervals, in the presence of the District Personnel Clerk, her/his file compiled during her/his employment in Elmont Union Free School District.

F. **Protection of Civil Service Law:** Members of the Association appointed from a Civil Service list shall have the protection of Section 75 of the Civil Service Law as now in effect or hereinafter amended.

G.. **Notice of Vacancy:** The District reserves the right to assign unit members to a school or schools as deemed necessary. However, unit members shall be given first notice of a vacancy and shall be entitled to apply for transfer.

ARTICLE V. LEAVES

A. **Sick Days:** Twelve (12) days sick leave per year leave with full pay are available to employees for personal illness or illness in the immediate family. For this purpose immediate family is defined as spouse, children and/or a family member who resides with employee. Use of sick days for illness in the immediate family shall be limited to ten (10) days per year.

B. Personal Leave: Three days leave for personal business at full pay are available for all registered professional nurses. Unused personal days are cumulative, and shall accumulate with unused sick days without distinction between the days commencing July 1, 2007. Employees shall retain any existing balance of unused personal days. Part time or hourly basis employees shall be given a proportionate allowance. It is expected that requests for personal leave will not entail, unless absolutely necessary or unavoidable, a day preceding or succeeding a weekend, vacation or holiday period.

C. Bereavement: (1) There will be allowed three (3) days absence for death in the immediate family. For this purpose immediate family is defined as spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent and grandchild and/or a member of the employees family who resides with the employee. (2) There will be allowed (1) days absence for death in the extended family. Extended family is defined as aunt, uncle, cousin, niece, nephew.

D. Child Rearing Leave:

1. Child rearing leave without pay will be granted to any employee in accordance with the following conditions: (a) The staff member shall inform the Superintendent of Schools no later than 60 days before the leave begins, preferably sooner, by completing the Child Rearing application. (b) Child Rearing leave will be granted without pay or salary increment for a period not exceeding two (2) years from its effective date. (c) An employee adopting a child may commence a leave at any time during the first year after receiving de facto custody of said child, or before receiving such custody if necessary in order to fulfill the requirements of adoption.

2. Return to Service: (a) Six months prior to the scheduled date of a nurse's return, he/she should indicate intention to return in writing to the Superintendent. Before return may be effected, a satisfactory medical statement from a physician must be presented. (b) A staff member whose leave is for maternity/childbirth purposes must advise the Superintendent promptly of any interrupted pregnancy or death of the child. A Child Rearing leave will be terminated within three months following the date of a terminated pregnancy or the failure of a child to survive. (c) In the event a leave expires after the opening of school in September, a nurse may be required to return to a different assignment. This leave may be extended by mutual agreement of the Board and the nurse until the beginning of the next immediate school year.

NOTE: None of the foregoing precludes the right of the district to require any person employed to submit to a medical examination.

3. **Pregnancy and Childbirth:** A nurse granted a Child Rearing Leave, may use her accumulated sick leave effective on the date she becomes disabled as properly certified in writing by a medical doctor. Accumulated sick leave may, upon the approved recommendation of a physician, continue to be used for a period of time following the date of delivery not to exceed six weeks under normal circumstances. The child rearing leave will commence following the period of approved paid sick leave.

E. **Leave of Absence:** Nurses shall be entitled to an unpaid leave of absence after six years service to the District subject to the approval of the Board of Education.

F. **Unused Sick Leave:** The Board agrees to pay members of the registered professional nurses, with ten (10) years or more service to the District upon receiving approved retirement, their unused sick leave, on the basis of one day for each four days of sick leave unused, prorated and based upon the annual salary of said member prevailing during the last year of actual service but in no case shall the total basis be more than 250 days.

G. **Contagious Diseases:** Nurses who become sick with a contagious skin disease, measles, mumps, chicken pox, German measles, conjunctivitis, strep throat or head lice contracted from exposure to children in the district in the course of employment shall be granted sick leave for the duration of their illness, without deduction from their sick leave. A Nurse who is without other medical insurance may elect to receive medical treatment for the conditions listed herein from the School District Physician with the cost of treatment and medications paid by the School District.

H **Injury on the Job:** On the job injuries must be reported in accordance with the regulations of the Board of Education, the insurance company and the compensation board. Employees eligible to receive workers' compensation payments as certified by the Workers' Compensation Board, will be compensated for days absent because of injuries incurred, (and properly reported) on the job as follows:

1. By the Board of Education at his/her regular and current salary for a period of time equal to the number of sick days accumulated by the employee at the time of the injury; however
2. the number of accumulated sick days will not be reduced because of such payments; and
3. the sick leave credits once used in #2 above may not again be used for future absences attributable to the same injury; and
4. the employee will return to the Board of Education any check received from the insurance company in compensation for the same number of days for which he/she had already been compensated under #1 above; and
5. the employee will retain compensation received from the insurance carrier for days absent (as a result of on the job injury) in excess of those for which the Board has compensated him/her as in #1 above; and
6. the employee shall retain any award granted by the insurance carrier and/or the compensation board in excess of #5 above.

ARTICLE VI. GRIEVANCE PROCEDURE:

Definitions:

- I. Employee shall mean any registered professional nurse.
- II. Administrator shall mean any individual responsible for or exercising any degree of supervision or authority over a registered professional nurse.
 - A. Chief Administrator shall mean the Superintendent of Schools.

- B. Immediate Supervisor shall mean the administrator to whom the employee is directly responsible.
- III. Representative shall mean the person designated by the aggrieved employee as his/her counsel or to act in his/her behalf without cost to the district.
- IV. Grievance shall mean any claimed violation of the terms of this agreement provided, however, that such term shall not include any matter which, by law, is prohibited from being administered under this article.

Basic Principles:

- I. It is the intent of these procedures to provide for the orderly settlement of differences in fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
- II. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- III. An employee shall have the right to be represented at any stage of the procedures by a person of his/her own choice without cost to the District.
- IV. The complainant shall have access to all written statements and records pertaining to such case, as permitted by the Board of Education.
- V. All hearings shall be confidential.
- V. It shall be the responsibility of the chief administrator of the district to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him/her to make a determination within the authority delegated to him/her within the time specified in these procedures.

- VI. The Association shall have the right to be present at all steps of the grievance procedures which involve the interpretation and application of the agreement. The Association shall not have this right with respect to grievances asserted by the employee to be personal.
- VIII. A grievance shall be deemed waived unless Step I is commenced within thirty (30) school days of the time the grievant knew or should have known of the condition giving rise to the grievance.

Procedures:

- Step I The individual who feels he/she has a grievance will discuss said grievance with his/her immediate supervisor. The grievance will be informally discussed and, if possible, a solution should follow.
- Step II If the grievance is not satisfactorily resolved at Step I, a statement by the aggrieved will be forwarded to his/her immediate supervisor. This shall be in writing, shall be known as the "Grievance Statement" and shall contain (1) a clear and concise recital of the grievance; and (2) the relief requested. Within five (5) school days the immediate supervisor shall notify the grievant or his/her representative, if any, in writing, of the decision and the reasons therefor. A copy shall also be sent to the Superintendent of Schools.
- Step III If the grievance is not satisfactorily resolved at Step II, a written statement by the aggrieved will be forwarded to the immediate supervisor. The immediate supervisor shall render his/her decision in writing to the aggrieved not later than ten (10) school days after the receipt of the grievance by the immediate supervisor.
- Step IV If the grievance is not satisfactorily resolved at Step III, the aggrieved shall submit his/her grievance in writing to the Superintendent of Schools. The Superintendent of Schools shall render his/her decision in writing to the aggrieved not later than ten school days after receipt of the grievance by the Superintendent of Schools.

Board of Education

Step 3

After receipt of the written decision rendered by the Superintendent of Schools, the aggrieved may submit his/her grievance in writing to the Board of Education together with records of all previous steps and written notice of such submission shall be given to the Superintendent of Schools by the aggrieved.

The Board of Education, upon receipt of such written request from the employee, shall hold a hearing within thirty (30) days, at which time oral and written testimony or arguments may be presented.

Within ten (10) school days after the close of the hearing, the Board of Education shall, in writing, render its decision, a copy of which shall be sent to the employee presenting the grievance, or, where the employee has designated a representative, to said representative. This shall be the final stage of the grievance procedure.

ARTICLE VI. MISCELLANEOUS PROVISIONS

A. AIDE TIME: Registered Professional School Nurses in the public schools of the District shall be given aide time as follows:

Commencing September 1, 2007 aide time shall be as follows:

In buildings with up to 399 students: 15 hours per week.

In buildings with over 399 students and up to 699 students: 20 hours per week.

In buildings with over 699 students: 25 hours per week.

Pre-school or pre-kindergarten students shall be included in the population count used to determine aide time.

When possible and practicable the above hours shall be provided in a block of time.

B. Mail Boxes: Mail boxes shall be available to the Association without censorship. Copies of boxed materials shall be sent to the Superintendent of Schools at the time of boxing.

C. Bulletin Board Space: Space on one bulletin board shall be reserved in the main office of each building for use by the Association for the purpose of posting informational material for the staff. The size and location of the space is to be determined in consultation with the Building Principal.

D. Distribution of Contract: The Board agrees to reproduce sufficient copies of the final consummated agreement to be distributed to all members of the registered professional nurses.

E. Legal Counsel: The Board shall provide legal counsel to the members as required by law.

F. Conflict with Statutes and Law: In the event any provision hereof is in conflict with law or any statute now or hereafter in effect, the law or statute shall prevail but the balance of the contract shall remain in full force and effect.

G. SECTION 204-a OF THE TAYLOR LAW: PURSUANT TO SAID SECTION, 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 LEGISLATION BODY HAS GIVEN APPROVAL.

H. Each unit member shall obtain and keep in full force and effect CPR Certification or re-certification. The district shall reimburse the unit member for the cost thereof upon representation of proof of payments.

I. The District shall provide Hepatitis B shots to each unit member or shall reimburse the unit member for the cost thereof upon representation of proof of payment.

IN WITNESS WHEREOF, the parties hereto have set
their hands and seals the day
and year first above written.

Elmont, New York
September 2007

BOARD OF EDUCATION - ELMONT UNION FREE
SCHOOL DISTRICT

By Pamela Byer
Pamela Byer, President

ELMONT UNION FREE SCHOOL DISTRICT
REGISTERED PROFESSIONAL SCHOOL
NURSES

By Jan Naborska
President

Dated 9/20/07

ELMONT REGISTERED NURSES ASSOCIATION

SCHEDULE A - HIRED PRIOR TO SEPTEMBER 1, 1998

STEP	2006- 2007	2007-2008	2008-2009
1	29,669	30,707	31,705
2	30,783	31,860	32,895
3	31,722	32,832	33,899
4	32,972	34,126	35,235
5	34,093	35,286	36,433
6	35,775	37,027	38,230
7	37,170	38,471	39,721
8	38,471	39,817	41,111
9	39,719	41,109	42,445
10	40,972	42,406	43,784
11	41,378	42,826	44,218
12	41,791	43,254	44,660
13	42,209	43,686	45,106
14	42,633	44,125	45,559
15	43,060	44,567	46,015

NOTE: Registered Professional School Nurses shall receive the following longevity increases :

Beginning in the 5th year of Service to the District \$700.00
Beginning in the 10th year of Service to the District \$700.00
Beginning in the 15th year of Service to the District \$100.00

ELMONT REGISTERED NURSES ASSOCIATION

SCHEDULE B - HIRED AFTER SEPTEMBER 1, 1998

SALARY SCHEDULE

STEP	2006- 2007	2007-2008	2008-2009
1	35,036	36,262	37,441
2	35,388	36,627	37,817
3	35,740	36,991	38,193
4	36,098	37,361	38,575
5	36,462	37,738	38,964
6	36,828	38,117	39,356
7	37,195	38,497	39,748
8	37,566	38,881	40,145
9	37,942	39,270	40,546
10	38,322	39,663	40,952