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RN / 10678

***EAST ROCKAWAY PUBLIC SCHOOLS
EAST ROCKAWAY, NEW YORK***

Agreement

between the

East Rockaway School Nurses Association

and the

Board of Education

East Rockaway Union Free School District

Effective July 1, 2001 - June 30, 2005

ARTICLE I
DURATION OF AGREEMENT

1. The Agreement shall be effective as of July 1, 2001 and shall continue in effect until June 30, 2005.

ARTICLE II
RIGHTS OF THE ASSOCIATION

1. Upon reasonable notice, the Association shall be permitted reasonable use of school facilities for meetings related to Association business, which shall take place outside of school hours.
2. The Association shall have the right to post notices of its activities and matters of Association concern on a school bulletin board in each school building which shall be designated by the administration for such purpose. The Association may make use of the interschool mail service for communication to members of the unit. Without limiting the generality of the foregoing, it is expressly understood that such service may not be used for partisan political purposes in the aid of any candidate for public office.
3. The Association shall be provided copies of all mailings to the District residents which are relevant to the health services.
4. When an individual is hired by the District as a school nurse, the president of the Association shall be notified in writing, which shall state the name, address, position, step and assignment of the individual. Said president may examine salary records of such employee upon request.
5. The Association shall advise the District of the names of its authorized representatives and their alternates, if designated, and any change of such authorized representatives.

ARTICLE III
INDIVIDUAL EMPLOYEE RIGHTS

1. All actual or expected openings in professional position or vacancies in existing or newly created positions, including but not limited to, elementary and secondary schools, and summer school, shall be filled in the following manner:

The job, position or vacancy shall be posted on each bulletin board in each building in the district and shall be advertised in any other manner for at least five (5) days.

When vacancies occur during the summer, it shall be the responsibility of the administration to notify each member of the nurses association unit. All applications from the nurses association unit members received within ten (10) days of the time of such notice shall be considered by the administration.

In the filling of the position(s) involved, the administration should give primary consideration to presently employed nurses over those applicants from outside the district.

2. In the interest of staff and pupil health, a physical examination by a New York State licensed medical doctor is required of any person newly employed by the District as a school nurse.

The school physician shall prepare forms needed to properly evaluate the physical condition of employees for the tasks they perform.

The District will require, at employee expense, a chest x-ray of any school nurse having a positive skin test for tuberculosis.

ARTICLE IV
LEAVE POLICIES

Sick Leave and Personal Leave

1. Nurses shall be allowed a maximum of 14 sick leave days per year without loss of pay, three of which may be used for personal leave days. Sick leave shall be interpreted to mean absence due to personal illness, illness of spouse,

significant other, parents, dependent children or dependent stepchildren, and religious beliefs. A maximum of two days annually may be used for religious observance. [Personal leave shall include compelling personal business that cannot be transacted at any time except during school hours. It is understood that personal leave does not include recreational activities, vacation, marriage, honeymoon, etc. Unused personal leave days shall be added to unused sick days, accumulating to a total of 200 days of sick leave. A job-incurred injury shall not be charged against sick leave. Each nurse shall receive a written notification of accumulated sick leave days within the first month of each school year.]

Absence for Death in the Immediate Family

Each nurse shall be entitled to a maximum of five days for death in the immediate family. "Immediate family" shall be understood to mean: husband, wife, son, daughter, father, mother, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister, brother, stepchild, significant other or any dependent living within the immediate household. These days shall be exclusive of sick leave and non-cumulative.

Absence to Attend Funeral of Close Relative

Each nurse shall be entitled to one day to attend the funeral of a close relative. "Close relatives" are to include either the nurse's or spouse's aunt, uncle, niece, nephew or grandparents. This day shall be exclusive of sick leave and non-cumulative.

Extended Illness

In the event a nurse has used all his/her accumulated sick leave, he/she shall receive a special sick leave compensation, based on the difference of his/her daily salary rate and the District's daily rate for substitutes, for five (5) days of each year of service to the District. Credit for years of service in computing special sick leave will only be granted once for each year of service. Any further request for sick leave compensation shall be referred to the Board.

Court Attendance

Each nurse who serves as a juror during the school year shall continue to receive his/her school district salary. Jury duty pay, in turn, shall be given to the school district. However, nurses should give consideration to postponing their jury duty to such times when school is not in session.

In cases where court attendance is required, a nurse shall receive his/her salary to a maximum of five (5) days per school year. However, if such absences shall exceed this limitation, the matter shall be referred by the superintendent to the Board for special consideration.

Maternity and Child Rearing Leave

1. Upon written request, a nurse shall be granted a leave of absence for the duration of the school year in which the request is made up to one (1) year for the purposes of child care and child rearing. Upon further request by the nurse, said leave will be extended for an additional school year for each pregnancy. In no event shall this leave of absence exceed two (2) years. Said leave shall be without pay. The nurse shall have the option of applying to have the leave commence prior to the birth of the child.
2. Except where an emergency prevents the giving of such notice, the nurse's written request for a child care and/or child rearing leave shall be made to the Superintendent or his/her designee at least thirty (30) days prior to the effective date on which the nurse's leave is to begin.
3. A nurse who is adopting a child (i.e. three (3) years of age or less) shall be entitled, upon ninety (90) days prior written notice, to a leave of absence without pay for a period not to exceed two years to commence at any time during the first year after receiving de facto or de jure custody of said infant child or prior to said custody, if necessary, in order to fulfill legal requirements for adoption. Such 90 days prior notice may be waived in part or in whole under unusual circumstances in the sole discretion of the Superintendent.
4. Provided sixty (60) days written notice be given to the Superintendent, a nurse returning from leave of absence pursuant to paragraphs "1" - "3" inclusive, shall have the right to be restored to the same position which such nurse held at the time said leave commenced. In the discretion of the Board, the date of

restoration to service shall be the date of commencement of the semester following such sixty (60) days notice. A condition of such restoration, in the case of a nurse who exercised his/her leave rights pursuant to paragraphs "1" - "4" shall be his/her ability to perform the normal duties of nurse. In the event a position to which a nurse would otherwise have the right to be restored shall have been abolished, the Board of Education shall make every reasonable effort to place the excessed nurse in an appropriate position in the District.

ARTICLE V
CONDITIONS OF EMPLOYMENT

1. The nurses' work year shall consist of 184 days, including two additional seven hour work days which do not have to be consecutive seven hours within a given day. Scheduling of such days will be done by the Principal after consultation with the nurse. Said days will be for the purpose of attending Superintendent's conferences, attending in-service education, school physicals and/or preparation of the building for the opening and closing of school. If any nurse works more than 184 days, they shall be paid for the additional days at the per diem rate of 1/200 of their annual salary. The high school nurse will work up to five additional days at the per diem rate of 1/200. Said days are to be approved by the high school principal.
2. The length of the nurse's work day shall not exceed seven and one quarter (7 1/4) consecutive hours, with the exception of attendance at Association meetings, meetings with parents, school athletic physicals for children in the building to which the nurse is assigned and such other obligations as are required by this Agreement. Nurses will be given compensation time for any hours worked outside the normal school day (K-registration, emergency situations, etc.)
3. Nurses shall be entitled to a daily duty free time, including lunch, of one hour per day. The time of lunch shall be arranged by the building principal. Nurses are free to leave the building for lunch after notifying the Principal.
4. Any nurse assigned to St. Raymond's School shall work the St. Raymond's calendar.

ARTICLE VI
FRINGE BENEFITS

Basic Health Plan

1. The Board shall provide the entire cost of the basic State Health Plan for a full time nurse and his or her eligible family. A nurse choosing to participate in an approved HMO shall contribute the difference in cost between the basic plan and the plan he or she chooses. Part time nurses or nurses receiving less than full salary shall pay a pro-rata share. The Board will continue to share the premium cost of retirees who continue their insurance. The Board will contribute at the State mandated rates. The Board of Education will carry excessed nurses in the Health Insurance Plan per the Cobra guidelines.
2. Effective July 1, 2001, unit members' contribution for health insurance will be 15% of the premium with a cap of 1.5% of base salary for current unit members. The cap will increase to 1.75% for unit members hired after July 1, 2001.

Group Health Insurance Option

1. Unit members shall have the option to withdraw from participation in the NYS Health Insurance Plan. Unit members who exercise this option must notify the District in writing by June 15 and shall receive in the last paycheck in the following June a lump sum payment equal to 50% of the premium in effect during that 12 month period for individual and family coverage.
2. Unit members shall have the right to re-enter the health insurance plan provided the member gives the District at least a 45 calendar day written notice of re-entry into the insurance plan.

Dental Insurance

The Board's contribution toward dental insurance for full time unit members shall be \$400 per member effective July 1, 1998 and \$450 per member effective July 1, 1999 for the purpose of the district providing each nurse with a dental plan. The District's contribution to the dental plan shall be in 12 monthly payments on a monthly basis commencing July 1. Said contribution shall be the full extent of the district's contribution for dental insurance.

Tax-Sheltered Annuity

The number of available programs for new subscribers shall be limited to five. Employees currently enrolled in a program other than one of the five selected by the parties shall be permitted to continue to participate in such program.

ARTICLE VII UNUSED SICK TIME

Effective June 30, 2001, unit members who retire per the rules of the New York State Employee Retirement System will be paid for unused sick time per the following guidelines:

- a) In order to be eligible for the unused sick leave payment, members must have completed 15 years of service and have accumulated at least 100 sick days and not fall below that total.
- b) The unused sick leave payment will be calculated per the following formula:

The number of sick days accumulated above 100 days after July 1, 2001 will be determined. Fifty percent of that total will multiplied by \$75.00 per day.
- c) The maximum payment allowable will be \$5,000.

ARTICLE VIII SALARIES AND RELATED MATTERS

Salary

In 2001-2002, Step 10 will be increased to Step 5 + 4%. All steps will then increase by 3 1/4%.

In 2002-2003, all steps will increase by 3 1/4 %.

In 2003-2004, Step 10 will be increased to Step 5 + 5%. All steps will then increase by 3 1/2%

In 2004-2005, all steps will increase by 3 1/2%

The high school lead nurse will be paid a stipend for additional duties. The stipend will be \$700 in 2001-2002 and increase by \$100 each year of the contract.

An additional longevity step of \$600 will be paid in the eighteenth year.

Longevity

Unit members shall be paid a longevity payment of \$500 commencing in their eighth year of employment. Unit members will be paid an additional longevity payment of \$500 commencing in their thirteenth year of employment.

Payment of Salaries

During the school year, salary checks will be issued every other Thursday commencing with the first Thursday of the school year. When school is not in session on a scheduled payday, salary checks will be issued on the preceding day of school.

Section 125 Plan

The Board agrees to implement a Section 125 Plan for this unit for payment of employee contributions towards health and/or dental coverage.

Advancement Through Steps

Advancement from Step 1 through Step 5 shall be automatic and occur on a yearly basis.

ARTICLE IX **PERSONAL PROTECTIONS**

1. Any case of assault upon a nurse shall be promptly reported to the Superintendent of Schools.
2. Whenever a nurse is absent from school as a result of personal injury, which is not due to his/her own culpable negligence or his/her willful act, and is

compensable under New York State Worker's Compensation Law (an injury sustained while on duty) he/she shall be paid full salary for his/her days of absence. Time lost by a nurse as a result of personal injury sustained while in the performance of duties shall not be charged against the nurse. Included within the scope of this subsection are court appearances, administrative hearings, conferences with members of the administration and/or Board, time required for medical treatment and recovery, and time spent with law enforcement officials.

3. If a nurse is sued as a result of any lawful action taken by the nurse while in the scope and performance of employment, the Board will "save harmless" and protect such employee in accordance with Section 3023 of the New York State Education Law.

ARTICLE X ***EXPENSE REIMBURSEMENT***

The Board shall reimburse a member of the unit

1. For the cost of repair or value, whichever is less, but in no event more than \$100.00 in the aggregate, of clothing and personal effects which are damaged or destroyed as a result of student assault.
2. Transportation allowance for authorized use of a nurse's private automobile for school business shall be in accordance with the amount allowed by the IRS.
3. Unit members will receive payment of \$300 per year upon the completion of job related training, subject to prior approval of the Superintendent.

ARTICLE XI ***CONFERENCE ATTENDANCE***

For each year of this agreement, the District shall provide a sum to be determined for nurses to attend conferences relating to their professional assignment subject to the prior approval of the building Principal. A nurse seeking to attend such conference shall, at least 20 days prior to such conference, provide the Principal with their written request stating the topic of the conference and expenses related thereto.

ARTICLE XII
GRIEVANCE PROCEDURE

Definition

A Grievance is a claim by any nurse employee or group of nurse employees in the negotiating unit, of any claimed violation, misinterpretation, misapplication or inequitable application of any provision and terms of this agreement.

Procedures

The Board and the Association agree to facilitate any investigation which may be required to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.

No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the Board or by any member of the administration or of the Association against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

Time Limits

Written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within ten(10) school days after the employee knew or should have known of the act or condition on which the grievance is based.

Extension of Time Between Stages

Upon written notice, the Association or the Board will be granted an extension of time between each stage of the grievance not to exceed an additional five school days.

STAGES OF THE GRIEVANCE PROCEDURE

***Stage 1 - Immediate Supervisor**

Upon submission of a grievance to the employee's immediate supervisor, the immediate supervisor will hold an informal conference within five school days for the

purpose of resolving the grievance. The immediate supervisor will render a written decision within five school days after the conference.

If the employee considers the decision to be unsatisfactory, the Association may appeal the decision to Stage 2.

***Stage 2 - Superintendent of Schools**

Upon receipt of a grievance, the Superintendent will hold a hearing within ten school days of receipt of said grievance. The Superintendent will render a written decision within ten school days after the hearing.

A grievance may be file initially at Stage 2 when it concerns a matter not within the immediate school administrator's authority.

If the Association considers the decision to be unsatisfactory, the Association may file a Demand for Advisory Arbitration with the American Arbitration Association.

***State 3 - Arbitration Association**

a) If the Association is not satisfied with the decision at Stage 2, the Association may within fifteen (15) school days of the decision at Stage 2, request advisory review by one of the following persons:

1. Max Doner
2. Susan MacKenzie
3. Theodore Lang

b) Within twenty (20) school days of his or her appointment, the Advisory Arbitrator shall conduct a hearing at which all parties concerned shall be present. All records relative to the grievance shall be made available to the Advisory Arbitrator.

c) Within ten (10) school days following the close of the hearing, the Advisory Arbitrator shall render a report containing a statement of his or her findings, conclusions, and recommendations to the Board. Copies of such reports shall be made available to all parties concerned.

***Stage 4 - Board of Education**

The Board, after receiving the Advisory award, shall at no later than its next regular meeting, review the entire matter and render a final decision relative thereto, and the Association shall be notified in writing of the Board's decision.

The costs of the grievance, if any, will be shared equally by the Association and the Board of Education.

ARTICLE XIII

All other terms, conditions and policies with respect to the employment of the school nurse by the District shall continue in effect during the term of this Agreement, unless and until the Association and the District shall agree to additional or modified terms and conditions.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties this 14th day June, 2001.

EAST ROCKAWAY SCHOOL NURSES ASSOCIATION

BY: Denise Sandberg Rn
Denise Sandberg, President

EAST ROCKAWAY UNION FREE SCHOOL DISTRICT

BY: James J. Powers
James J. Powers, Superintendent