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RN18212

**AGREEMENT  
BETWEEN  
BOARD OF EDUCATION,  
THREE VILLAGE  
CENTRAL SCHOOL DISTRICT OF  
BROOKHAVEN AND  
SMITHTOWN,  
SUFFOLK COUNTY, NEW YORK  
AND  
THREE VILLAGE  
REGISTERED PROFESSIONAL NURSES' ASSOCIATION  
JULY 1, 2004 – JUNE 30, 2008**

**RECEIVED  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

**DEC 29 2009**

**ADMINISTRATION**

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## **PREAMBLE**

THIS AGREEMENT, between the BOARD OF EDUCATION, THREE VILLAGE CENTRAL SCHOOL DISTRICT OF BOOKHAVEN AND SMITHTOWN, SUFFOLK COUNTY, NEW YORK, hereinafter referred to as the "Board", and the THREE VILLAGE REGISTERED PROFESSIONAL NURSES' ASSOCIATION, hereinafter referred to as the "Association", constitutes the sole agreement between the parties regarding the rights and benefits provided to district nurses.

## **RECOGNITION**

The Board recognizes the Association as the exclusive representative and bargaining agent for district nurses.

### **1. TERM OF AGREEMENT**

The effective date of this agreement is July 1, 2004 through June 30, 2008.

### **2. SALARY**

The salaries for 2004-05, 2005-06, 2006-07, and 2007-08 are shown in Appendix A (and have been formulated pursuant to the salary increases set forth in the Memorandum Of Agreement between the parties attached hereto as Appendix C).

1. Longevity is due at the beginning of the sixth year of service at an additional \$500.00 on the annual salary. Beginning with a nurse's 12<sup>th</sup> year of service to the District, longevity shall be paid at an additional \$750.00. Beginning with a nurse's 18<sup>th</sup>

year of service to the District, longevity shall be paid at an additional \$1,200.00 on the annual salary. In Year 2 of the contract, an additional \$150.00 will be added to each level of longevity. In Year 4 of the contract, an additional \$150.00 will be added to each level of longevity.

2. Members of the unit shall receive a \$100.00 stipend for the maintenance of State license and certification.

**3. OTHER BENEFITS**

Registered professional nurses shall be entitled to:

1. Group Insurance – Any nurse covered by this contract will be eligible to participate in a comprehensive insurance plan. The plan will include:

**A. Health Insurance**

1. A group health insurance policy covering all registered professional nurses and paid for in accordance with paragraph 5 herein. Effective January 1, 1992, the District shall be entitled to discontinue participation in the Empire/HMO State Group Health Insurance Policy and to participate as a member of The Suffolk School Employees Health Plan pursuant to its rules and regulations.

2. Members of the unit who withdraw from the District's health insurance plan during the life of this agreement shall receive \$1,000.00 if they were covered by the family plan, and \$500.00 if they were receiving individual coverage, provided they remain uncovered under such plan for a period of twelve (12) consecutive months. Such payments shall be made at the end of each twelve (12) month period. Nothing

contained herein shall preclude a member from reentering the plan within the twelve (12) month period provided, however, that in the case of a member who reenters in less than twelve (12) months no payments shall be made. After the twelve (12) month period, such member may only reenter the plan if he/she is no longer covered by the identical plan of a spouse.

3. Members hired on or after July 1, 1985 shall not be eligible for health insurance by the District if they are eligible for coverage under the plan of a spouse, provided the spouse's coverage is identical to the health insurance plan being provided by the District for other members of the bargaining unit. Such member shall be paid \$1,000.00 for the family plan, and \$500.00 for individual coverage at the end of twelve (12) months and annually thereafter. Such members shall be eligible for such coverage only if their spouse ceases to be covered by an identical health insurance plan or the Empire/HMO State Group Health Insurance Policy as currently in effect in the District.

4. Notwithstanding the provisions of paragraph 3 above, registered professional nurses hired after July 1, 1985, shall be entitled to enter the District's health insurance plan for the minimum time necessary to ensure coverage upon retirement provided they fulfill the requirements set forth at paragraph C(1) hereof.

5. Except as otherwise specifically qualified herein, active and retired district nurses shall contribute six (6%) percent of the cost of premiums for individual and/or family health insurance coverage. Effective July 1, 2007 and thereafter, district nurses shall contribute eight (8%) percent of the cost of premiums for individual and for family health insurance coverage. District nurses shall be permitted to participate in the

District's Flexible Benefits Plan pursuant to Section 125 of the Regulations of the Internal Revenue Service.

**B. Dental and Life Insurance**

1. A group dental policy and a group life insurance policy and other benefits which the association shall have the sole option of selecting on behalf of its members.

2. The Board of Education and the Association will jointly select the insurance carrier for coverage in B(1) above.

During the term of the contract, the premiums necessary for the payment of all benefits accruing under paragraph B(1) shall be paid by the Board of Education up to \$1,475.00 per year, beginning July 1, 2005, per registered professional nurse.

Beginning July 1, 2006, the premiums necessary for the payment of all benefits accruing under paragraph B(1) shall be paid by the Board of Education up to \$1,500.00 per year, per registered professional nurse. Beginning July 1, 2007, the premiums necessary for the payment of all benefits accruing under paragraph B(1) shall be paid by the Board of Education up to \$1,525.00 per year, per registered professional nurse."

3. For registered professional nurses who are hired as additions to the permanent staff complement (not hired as replacements) after October 1<sup>st</sup> of the school year, the Board's contribution will be prorated on a per month basis or major portion thereof.

4. If the insurance company offers the option, the individual registered professional nurse shall have the right to assume additional insurance coverage at his/her own expense.

### **C. Retired Registered Professional Nurses' Insurance**

1. All retired registered professional nurses shall receive the same benefits as active nurses, subject to the provisions of this section, provided said nurses have been employed with the District for at least ten (10) consecutive years immediately preceding retirement. Registered professional nurses with fifteen (15) years of service or more shall be exempt from this restriction. Any registered professional nurse who retires effective prior to 11:59 p.m. June 30, 2000, shall be entitled to participate in the District's health insurance plan in retirement on a non-contributory basis. Any such nurse who retires effective 11:59 p.m. June 30, 2000 and thereafter, shall participate in the District's health insurance plan at an employee contribution rate of 5% of the cost of said premium or the same contribution rate as the nurse made during the last year of his or her employment, whichever is greater.

2. Leaves of absence shall not be counted as time served and a leave of absence will not be considered a break in service. Similarly, a registered professional nurse whose position has been abolished shall not have any time after such abolition counted as time served in the District.

3. Any former nurse who has accepted employment with another district or organization shall not be entitled to health insurance benefits upon retirement except to the extent required by law.

4. If available from the insurance company, individual nurses upon retirement from the District may continue all group insurance benefits, but shall pay the cost of same with the exception of health, which shall be paid by the District, see C(1),



under group insurance rates, provided their inclusion in the group does not raise the overall group rate.

#### **D. Work Year**

The Teacher's calendar will apply to the registered professional nurses. Work by nurses on days in addition to regular work days (i.e., during recess periods, summer vacation, etc.) shall be in the first instance assigned on a voluntary basis. Nurses shall be paid for such additional workdays at the rate of time and one-half. However, if Administration determines that there is an insufficient number of volunteers for such additional workdays, Administration shall have discretion to assign, by inverse order of seniority, nurses to such additional days of work. Work by nurses on days in addition to regular work days for sports physicals shall continue to be paid in accordance with past practice at the rate of double-time.

#### **E. Sick Days**

Twelve (12) sick days per year, cumulative to 180 days. Registered professional nurses who are hired as teachers in the District shall carry over their unused sick leave with them.

#### **F. Terminal Allowance**

Upon retirement from the District as accepted by the New York State Retirement System, registered professional nurses with a minimum of ten (10) years of service with the District shall be paid a terminal allowance of \$55 per day for each day of accumulated unused sick leave up to a maximum of 180 days. Effective July 1, 2002

registered professional nurses with a minimum of ten (10) years of service with the District shall be paid a terminal allowance of \$60.00 per day for each day of accumulated unused sick leave up to a maximum of 180 days. Effective July 1, 2003 registered professional nurses with a minimum of ten (10) years of service with the District shall be paid a terminal allowance of \$65.00 per day for each day of accumulated unused sick leave up to a maximum of 180 days. Notice of such retirement shall be given by February 1 of the year of the retirement if possible. Payments thereunder shall be made in the first pay period in July following retirement. Notwithstanding the provisions in this paragraph, registered professional nurses who are hired as teachers in the Three Village School District are not entitled to any terminal allowance pay.

#### **G. Personal Days**

Registered professional nurses will be granted a total of four (4) paid personal days per year for the following reasons:

1. Religious observance.
2. Personal business as outlined on the instructional unit personal day absence form.

Additional personal leave without loss of pay may be granted at the discretion of the Chief School Administrator.

Notification for personal days shall be made in writing prior to the effective date of the leave, except in case of emergency.

Requests for personal days before and after holidays and vacation periods must be accompanied by reasons and are subject to approval by the superintendent or his/her designee, according to the guidelines currently in effect for personal days.

Personal days not used shall be carried over to cumulative sick leave.

#### **H. Bereavement Leave**

Upon notification of the building administrator, appropriate leave for a death in the immediate family will be granted.

#### **I. Pregnancy Disability Leave**

Will be granted in accordance with the provisions of State law and Board policy. Absence for pregnancy disability may be charged to sick leave and the employee shall be paid for the days absent during her period of disability according to Board policy, but in no event shall the employee be paid for days in excess of her accumulated sick leave under this clause.

#### **J. Child Care Leave**

Upon request to and approval by the chief school administrator, registered professional nurses shall be entitled to a leave of absence without pay for a period of up to one year for child care.

#### **K. Extended Sick Leave**

If all earned sick leave and personal leave days have been used up, extended sick leave may be granted to a registered professional nurse after one (1) year of service by the assistant superintendent for instructional services. Such extended sick leave shall only be granted to employees who cannot perform any duties within the unit

and shall not be granted for more than ninety (90) days, and shall not be unreasonably withheld. The District shall require a doctor's certificate before granting or continuing extended sick leave.

**L. Lunch Break**

Shall be a 45-minute (elementary) or the length of a period (secondary) uninterrupted lunch period, except in unusual circumstances, such as cases of emergency.

In the event that a nurse's lunch period as delineated above is interrupted due to her/his duties as a district school nurse which cannot be performed at any other time during the work day, such nurse will receive payment at her regular hourly rate for the time worked, provided that the work and the payment for same have been approved in advance by the building principal and thereafter by the district administrator in charge of the nursing program.

**M. Retirement System Membership**

Shall be available to registered professional nurses according to the membership requirements of the New York State Teachers' Retirement System or the New York State Employees' Retirement System, whichever system the registered professional nurses qualify for.

**Uniform Allowance**

The District shall provide its nurses with a uniform allowance of \$150.00 per nurse per year. Effective July 1, 2001, the District shall provide its nurses with a uniform allowance of \$225.00 per nurse per year. The articles of clothing which comprise the

nurses' uniform shall be determined by administration. Furthermore, the aforementioned allowance shall be utilized by nurses each year for the purpose of purchasing uniforms only. Each nurse may be required by administration to present a receipt for those items purchased with the uniform allowance.

**4. NOTICE OF EMPLOYMENT STATUS**

A notice of employment status for the coming school year will be sent to registered professional nurses according to the following schedule:

	<u>Date of Notice</u>
(a) Those to be rehired for the coming school year.	6/1
(b) Those whose rehiring depends on outside funding, such as grant money and title funds	6/1
(c) Those whose position is being eliminated	6/1
(d) Those who are being dismissed in their first year of employment.	6/1
(e) Those who are being dismissed in their second, third or fourth year of employment.	5/1
(f) Those who are being dismissed in their fifth or more year of employment.	4/1

If the District fails to give timely notice to registered professional nurses as indicated in the schedule above, the following schedule of payments shall be made:

Registered professional nurses in categories (b), (c) and (d) above shall be paid for

30 days' work from the time the notice is given to them.

Registered professional nurses in category (e) above shall be paid for 60 days' work from the time the notice is given to them.

Registered professional nurses in category (f) above shall be paid for 90 days' work from the time the notice is given to them.

Two (2) months' pay will be awarded a Registered professional nurse who arrives for work in September and whose job has been eliminated and who received no notice of employment status from the District.

##### **5. EVALUATION OF REGISTERED PROFESSIONAL NURSES**

Registered professional nurses shall receive a written evaluation at least once a year. Such nurses shall receive a copy of any evaluations prior to submission to the central administration personnel files.

The registered professional nurses' supervisor, if any, shall submit to same in writing, a confidential evaluation of each nurse prior to the completion of the official evaluation. Each nurse may choose to have a copy of the supervisor's written evaluation placed in his/her central office personnel file.

The supervisor shall give his/her evaluation of each nurse verbally to the administrator responsible for completing the written evaluation.

Each nurse and supervisor may file a response to the nurse's evaluation.

A joint evaluation conference between the administrator, the nurse supervisor and each nurse may be called by any of those parties to discuss the evaluation. Regardless

of the time of the school year, registered professional nurses cannot be dismissed without receiving an evaluation as described in this section.

## **6. DISMISSAL OF REGISTERED PROFESSIONAL NURSES**

(a) Registered professional nurses will be given reasons for dismissal in writing.

(b) Said nurses may file a non-grievable appeal with the superintendent of schools regarding the reasons for their dismissal. The superintendent shall meet with the registered professional nurse involved within ten (10) calendar days after the receipt of the appeal of dismissal and the superintendent shall render a decision in writing on the appeal within fifteen (15) calendar days of the meeting. The decision of the superintendent of schools is final and binding in the matter of the non-grievable appeal.

The dismissal of registered professional nurses is not subject to the grievance procedure. Procedural violations of the dismissal process that occur may be brought to grievance. If such a grievance proceeds to advisory arbitration, the arbitrator is without authority to recommend continued employment for the registered professional nurse(s). Recommendations of the arbitrator are limited to the remedies as outlined in this contract or such other remedy that rectifies the procedural violation.

## **7. GRIEVANCE PROCEDURE**

Each registered professional nurse shall be entitled to a representative of his/her own choice at each step of the grievance procedure.

Any disputes arising concerning the interpretation or application of the terms of this agreement or the rights claimed to exist thereunder shall be the subject of a grievance and shall be processed and resolved in accordance with the following:

- (a) A grievance shall be presented by the registered professional nurse(s) to his/her principal in writing, within ten (10) working days after the grievance arises or, where this does not apply, to the administrator who is the immediate supervisor. Within three (3) working days after receipt of the written grievance, the administrator or immediate supervisor shall confer with the aggrieved and his/her representative, if the registered professional nurse(s) so desires.
- (b) In the event such grievance is not satisfactorily resolved in writing at the building level within ten (10) working days after presentation, the grievance shall be presented in writing within ten (10) working days after receipt of reply to the superintendent of schools for settlement. Within three (3) working days after receipt of the written grievance, the superintendent of schools shall confer in person with the aggrieved and his/her representative, if he/she so chooses.
- (c) In the event such grievance is not satisfactorily resolved, in writing, at the superintendent's level within ten (10) working days after presentation, the registered professional nurse(s) shall notify the superintendent, in writing, within (10) working days after receipt of the superintendent's decision of the nurse's intention to proceed, or not to proceed, to advisory arbitration. The arbitrator shall be selected through the Public Employment Relations Board (PERB). The advisory recommendation of the arbitrator shall be presented in writing to the Board within thirty (30) working days of the hearing. The arbitrator shall limit his/her recommendation strictly to the application and interpretation of the



provisions of this agreement and he/she shall be without power or authority to make any recommendations contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement or of applicable law or rules or regulations having the force and effect of law. The recommendation of the arbitrator shall be advisory only and shall not be binding on either party.

Within ten (10) working days after receipt of the advisory recommendation from the arbitrator, the Board shall render a decision which shall be final and binding on all parties. The cost of advisory arbitration shall be shared equally by the parties.

#### **8. TUITION REIMBURSEMENT**

Upon written application to Central Administration in advance of attending any course of study, the District, in its discretion, may grant approval of such application for tuition reimbursement for courses of study which are related to the duties of a district nurse and which are successfully completed. Central Administration retains the right to deny approval of such an application for tuition reimbursement based upon financial and/or other considerations.

#### **9. PROFESSIONAL DEVELOPMENT**

District nurses are required to participate in up to a maximum of eight (8) hours of professional development (instruction/training), as determined by District Administration, each year without additional compensation. District Administration shall determine the number of hours (up to the aforementioned maximum) required and the relevant topics, course content, instruction and other relevant aspects of such professional development

in its discretion. In-District courses and/or training which are offered for credit for such professional development hours shall be provided to nurses at no fee or expense.

Nurses may substitute up to six (6) hours of training attained outside the District at the nurse's cost and expense, provided that the instructors and/or providers of such programs or courses are duly licensed by the State of New York to provide same, and that prior approval for credits for such courses and/or programs is granted by District Administration. The determination as to whether to grant approval or credit for such programs or courses shall be within the sole discretion of Administration.

**10. 504 PLANS**

Nurses shall be required, as part of their regular duties for which they receive their annual compensation, to manage the medical/healthcare aspects of the caseload of 504 plans for students with allergies or other health related issues.

**11. UNIFIED DAY**

The parties acknowledge that as a result of the implementation of the unified day, high school nurses are required to work 6.75 hours per day; junior high school nurses are required to work 7.25 hours per day; and current elementary school nurses are required to work 7.5 hours per day, for which they will continue to receive a differential equivalent to 11% of their annual salary. District elementary nurses hired prior to the execution of this Memorandum of Agreement who are transferred from one elementary position to another elementary position after the execution of this Memorandum of Agreement shall continue to be required to work 7.5 hours per day for which they will continue to receive the aforementioned differential. It is also

acknowledged that the aforementioned 11% differential and the 7.5 hour work day for current District elementary nurses, will not apply to nurses hired subsequent to the execution of the Memorandum of Agreement. Furthermore, those district nurses hired for, and/or transferred, reassigned, or hired subsequent to the date of this agreement, to a District elementary position, subsequent to the execution of this Agreement, shall work 7 hours per day and will not receive the 11% or any other differential. The Association agrees that to the extent any nurses are required to work a longer day, such work will be performed without the payment of additional compensation; and the Association accepts and agrees to the shortened work day for elementary school nurses, transferred, reassigned or hired subsequent to the date of this Agreement, subject to the above provisions. Nothing contained herein shall discontinue the District practice of paying nurses who work in excess of the regular hours of their workday or workweek as redefined by the aforementioned unified day, at the overtime rate of time and one-half for such hours.

In Witness Whereof the parties have caused this agreement to be executed by their  
duly authorized officers

On this 3<sup>rd</sup> day of November, 2006.

THREE VILLAGE REGISTERED  
PROFESSIONAL NURSES'  
ASSOCIATION

BOARD OF EDUCATION  
THREE VILLAGE CENTRAL SCHOOL  
DISTRICT OF BROOKHAVEN AND  
SMITHTOWN, SUFFOLK COUNTY,  
NEW YORK

By: Susan Romanelli, R.N.  
Susan Romanelli, R.N.  
President

By: Stuart Fourman  
Stuart Fourman, President  
Board of Education

By: Reynold Mauro  
Reynold Mauro, Esq.  
Collective Bargaining  
Representative

By: Frank J. Carasiti  
Frank J. Carasiti  
Superintendent of Schools

**THREE VILLAGE REGISTERED PROFESSIONAL NURSES  
APPENDIX B**

**GRIEVANCE FORM**

Grievance No.: \_\_\_\_\_

**A. Timeliness:**

1. Date cause of grievance occurred \_\_\_\_\_
2. Date grievance filed \_\_\_\_\_
3. Number of school days elapsed between 1 and 2 above \_\_\_\_\_

**B. Grievance Particulars:**

1. Filed by: \_\_\_\_\_

Association Position: \_\_\_\_\_

2. Statement of Grievance: (State specific event(s) or condition(s) which gave rise to this grievance, citing specific causes, i.e., administrative directive, missed deadline, others)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Cite language of specific article(s) and section(s) and the reason why the section(s) cited were allegedly violated:

(a) Article and section  
(Use contract language)

How action violates  
contract language

_____	_____
_____	_____
_____	_____

4. List of Grievants

Name of Grievant(s)

**Assignment**

**How Aggrieved?**

(a) \_\_\_\_\_ (a) \_\_\_\_\_

(b) \_\_\_\_\_ (b) \_\_\_\_\_

All grievants are to be listed individually, or by an identifiable group category, i.e., all registered professional nurses, or all elementary school registered professional nurses, etc.

In a group grievance, if a single grievant is listed and other grievants are included under the category of "all others similarly situated," then only particulars from those grievants named on the grievance form may be used in arbitration.

5. Relief Sought:

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6. General Conditions:

If the grievance should proceed to arbitration, the issue at arbitration shall be the grievance as set forth on the grievance form. No new articles may be raised in arbitration.

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GRIEVANT

# REGISTERED PROFESSIONAL NURSES ASSOCIATION

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