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Amityville Ufsd And New York State
Nurses Association

SD
RN



Agreement Between

New York State Nurse Association

And

Amityville Union Free School District

July 1, 1999 – June 30, 2003

NYC PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

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CONCILIATION

NEW YORK STATE NURSES ASSOCIATION 1999 - 2003

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NEW YORK STATE NURSES ASSOCIATION 1999-2003

Agreement made this 10th Day of April 2002, between the Amityville Board of Education (herein referred to as the "Board") and the New York State Nurses Association (Amityville Unit) (hereinafter referred to as the "Association") expiring on June 30, 2003, and shall remain in full force and effect.

Term of contract - July 1, 1999 through June 30, 2003.

I. Preamble

The Board and the Association recognize their common interests and therefore pledge to strive together to ensure the highest level of school health care for the students.

II. Recognition

The Board recognizes the Association as the exclusive representative of Registered Nurses employed by the Board.

III. Dues Deduction

So long as the Association is the exclusive bargaining agent as aforesaid, the Board shall deduct from the checks of members of the Association who submit dues check-off authorizations in writing to the Board, the amount of Association dues as determined by the Association in accordance with written memorandum thereof to be filed by the Association with the Board. These deductions shall be made in 20 equal amounts and commence in October of each year. Such authorization shall remain in effect until written revocation shall be delivered or mailed to the business office of the Board by September 30 of that year.

Dues deducted from members of the Association shall be transmitted to the Association not later than before the next pay day, two weeks later. Appropriate time allowance will be made for pay days one week apart.

In the event a nurse returns to the District, or is initially placed on staff after the October pay periods, and then submits a dues check-off authorization, dues deduction shall commence with the second paycheck following employment.

IV. Meetings

The Superintendent will be available to meet with the Association as necessary to discuss and review practices and working conditions.

V. Resource Material

The Board will continue to provide resource materials as required by registered nurses and as approved by the Director of Pupil Personnel.

VI. Salaries

1. Bargaining unit members will be compensated as set forth in Schedule "A".
 - a. Effective July 1, 1999, the salary increase for the 1999/2000 school year shall 3.25% plus increment.
 - b. Effective July 1, 2000, the salary increase for the 2000/2001 school year shall be 3.25% plus increment.
 - c. Effective July 1, 2001, the salary increase for the 2001/2002 school year shall be 3.25% plus increment.
 - d. Effective July 1, 2002, the salary increase for the 2002/2003 school year shall be 3.50% plus increment.
2. The annual compensation in Schedule A covers the same work year as the teachers. Days worked in excess of the working year, must be approved in advance by the Building Principal or Director of Pupil Personnel, will be compensated for at the per diem rate of 1/200 of annual salary.
3. Longevity Differential: Commencing July 1, 1999 and thereafter, after ten(10) years of service within the District, registered nurses salary level(s) will be raised \$857.00 above the applicable annual base salary; after fifteen (15) years of service within the District, salary level(s) will be raised to a total of \$1,435.00 above the applicable annual base salary; after twenty (20) years of service within the District, salary level(s) will be raised to a total of \$2,163.00 above the applicable annual base salary.

4. Certification Differential - Effective July 1, 1999, employees certified by the National Board of Certification for School Nurses and School Health Nursing will be eligible for a certification differential of \$750.00.
5. Bachelor of Science Differential: Effective July 1, 1999, in addition to other compensation received as per the Collective Bargaining Agreement, the District will pay annually to each nurse holding a Bachelor of Science Degree in a health related course of study: \$400.00. The determination of whether the aforementioned degree is in a health related course of study shall be within the discretion of the Superintendent of Schools. This differential shall apply to only one Bachelor of Science Degree. Nurses who have and/or achieve more than one Bachelor of Science Degree will not receive more than one differential.
6. Prior Service Credit - The District will hire new employees at no higher than Step 2 of the salary schedule.
7. When the District is unable to procure a substitute for a nurse who is absent and as a result, a nurse is required by the District to provide coverage for more than one building, the nurse providing such coverage shall receive additional compensation equivalent to the per diem substitute rate.
8. Additional Hours Worked - Nurses who are required to continue to work beyond the regular hours of their work day, will receive additional compensation at their regular hourly rate of pay ("straight time") provided such work is necessitated to care for a student and the nurse has received the prior approval of the principal to perform such work and be paid for same.

VII. Tuition and Conference Refund

A maximum of \$2,000.00 per year shall be provided to members of the Unit as reimbursement for conference tuition costs provided attendance at such conferences is approved in advance by the Superintendent or his/her designee.

VIII. Leáves

1. Registered nurses shall receive ten (10) sick days leave per year, cumulative to one hundred eighty (180) days. No later than June 1st of each year, an employee may elect to receive payment for a maximum of five (5) accumulated/unused sick days at a rate of \$45.00 per day. This benefit shall begin July 1, 2001.
2. Registered nurses shall be provided annually with a written statement of accumulative sick leave. This statement shall be made available to nurses during September of each year.
3. A maximum absence of (2) working days per year will be approved for personal business reasons without salary deductions. Requests for such leaves will be submitted in writing, on forms prepared by the Superintendent, at least five (5) days prior to the absence.

Unused personal days shall not accumulate as personal days but shall be added to sick day accumulation. Such sick day accumulation shall not exceed one hundred eighty (180) days.

- 4(a) A bereavement leave of up to and including five (5) school days will be afforded for death in the immediate family: Mother, father, sister, brother, husband, wife, child, mother-in-law, father-in-law, or grandchildren.
- (b) A bereavement leave of up to and including (2) school days will be afforded for death of maternal and paternal grandparents, uncle, aunt, brother-in-law, niece, nephew.
5. Any request for a leave of absence must be in writing to the Personnel Office.

IX. Insurance and Other Benefits

The foregoing shall apply to persons covered by this agreement working twenty (20) hours or more per week.

- 1A. Health insurance district contribution rate shall be 90% based upon the Statewide Plan for an individual and for a family (individual and dependent) participating employee. Employee contribution shall be 10% of such costs. For all employees hired effective September 1, 1994, and

thereafter, the District contribution rate for health insurance shall be at 80% for the first three years of employment. Thereafter, the contribution rate as to said employees shall increase to 90%.

Nurses shall be permitted to participate in the District's Flexible Benefits Plan pursuant to Section 125 of the Internal Revenue Code.

- 1B. Employees shall be entitled to withdraw from the District's Health Insurance plan upon the following conditions:
- 1) withdrawals shall be on a voluntary basis
 - 2) withdrawals shall be pursuant to the rules of the District's health insurance rules of the District's health insurance provider
 - 3) withdrawals shall be effective on July 1 of any given school year
 - 4) upon withdrawal from family coverage only, employees shall be entitled to the sum of \$2,000.00 to be paid by the District.
2. The District will continue a tax sheltered annuity program on the same basis as provided other employees.
3. The District will provide a \$15,000.00, group term life insurance policy with additional indemnity for accidental death benefit, the cost of which is to be borne 85% by the school district and 15% by the employee. Effective July 1, 1992, this policy shall be increased to \$20,000.00, the cost of which to be borne pursuant to the provisions of this paragraph.
4. The District will provide U.S. Savings Bond deduction which shall be subject to the mandate of any other deduction which would require the use of an additional register on the computer in which event the deduction so selected will be eliminated.
5. The District will provide each registered nurse with group dental insurance coverage on the same basis as provided other employees.
6. Effective from the effective date of the policy the Board shall contribute toward the cost of a long term disability plan for registered nurses on the same basis as provided other employees.

X. Terminal Benefits

Any registered nurse who submits to the Superintendent of Schools, before April 15 of any school year, a written statement of retirement under the New York State Retirement System to take effect at the end of June of that school year shall be eligible for payment of her unused sick leave. This payment shall be included in the last salary voucher. For registered nurses who retire other than at the end of the year, ten weeks written notice in advance is similarly required.

The accumulated sick leave payment shall be at the rate of \$45.00 per day to a maximum of \$5,200.

In the event retirement for any reason does not become effective, the sum advanced shall be returned to the district.

XI. No-Strike Clause

The Association confirms that it does not assert the right to strike against the District, to assist or participate in any such strike or to impose an obligation upon its members to conduct or participate in such strike.

XII. Taylor Law Notice

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

XIII. Duration

This agreement shall be effective July 1, 1999 and shall continue in effect through June 30, 2003.

XIV. Absences

The District shall make all reasonable efforts to obtain substitute nurses when a regular building nurse is absent.

XV. Grievance and Employee Counseling
Procedure for School Nurses

Introduction

Personnel in the Amityville Union Free School District have personal and professional problems which cannot always be solved by the individual employee or his associates. An employee, under certain conditions, may feel the need for help with his problem from some person in the school system who can offer him guidance and counsel and who can assist him in solving his problem wisely and expeditiously. The Amityville Board of Education and the school administration are anxious to give this type of service to all personnel.

Problems that cannot be adjusted by the individual employee should be accorded fair and prompt treatment by the proper authorities. This procedure is outlined in order that these problems may be handled in an efficient and just manner and that all may be informed of the procedure to be followed.

Declaration of Policy

In order to establish a more harmonious and cooperative relationship between a Board of Education and its employees, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences whereby employees may present grievances, free from coercion, interference, restraint, discrimination or reprisal.

1. "Employer" shall mean the Board of Education, Amityville Union Free School District, Amityville, Long Island, New York.
2. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedures, administrative orders or work rules which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees: Provided, however, that such term shall not include any matter involving an employee's rate of compensation, retirement benefits, disciplinary proceeding or any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.
3. Assistant Superintendent of Schools shall mean the Assistant Superintendent for Personnel, Amityville Union Free School District, or his/her designee.

- 4) A grievance must be commenced by the grievant within 30 days of the date on which the grievant knew or reasonably should have known of the facts constituting the grievance. The failure of the grievant to commence the grievance within this time period or to proceed to each stage of the grievance procedure within the time periods delineated for each stage shall be deemed a waiver of the grievance and/or an acceptance of any decision rendered upon same by building and/or Central Administration. The parties may mutually agree to extend the aforementioned time limitations.

Procedural Stages

Step I - (Informal)

The first procedural stage shall consist of the employee's presentation of his/her grievance to immediate supervisor for the discussion and informal resolution of the problem. In the Amityville Union Free School District the immediate supervisor shall mean supervisor or administrator the employee reports directly to in the conduct of his/her job responsibilities.

If the grievance is not resolved with the help and direction of the immediate supervisor, the aggrieved, if he/she so desires, shall within five (5) school days, refer the grievance to the Assistant Superintendent of Schools.

Initiation of Stage II (Formal)

Employee's Responsibility

- A. To institute formal proceedings, the employee shall fill out the prescribed grievance form in triplicate. The original copy shall be sent to the Assistant Superintendent of Schools, a copy of the grievance form shall be sent to the Association, a copy shall be sent to the immediate supervisor, and the fourth copy shall be retained by the employee. This document shall state the specific nature of the grievance and include the following:

- Background of grievance
- Evidence supporting the grievance
- Action taken thus far to resolve the grievance
- Reason for dissatisfaction with action taken during informal proceedings

- B. The immediate supervisor working on the grievance case shall furnish the Assistant Superintendent of Schools with a written resume of the informal proceedings of Stage 1, indicating his decision in the specific grievance and the reasoning supporting his decision.

Step II - Assistant Superintendent of Schools' Formal Review

The Assistant Superintendent of Schools or designee will meet with the employee and the Association to discuss the grievance. Following the meeting, the Assistant Superintendent of Schools will render his decision to the employee, no later than five (5) school days following written receipt of said grievance. If the employee and the Association rejects the decision, he/she may elect to proceed to Stage III--Board of Education Review--by filing the grievance within five (5) school days after receiving the Assistant Superintendent of Schools' formal action.

Initiation of Stage III (Formal)

Employee's Responsibility

- A. Inform the Assistant Superintendent of Schools of intent to continue formal proceedings to Board of Education Review. The employee must present the grievance, in writing, to the Assistant Superintendent of Schools or designee, for transmittal to the Board of Education. This document shall state the specific nature of the grievance and include the following:

Background of grievance
Evidence supporting grievance
Action taken thus far to resolve grievance
Reason for dissatisfaction with action taken thus far to resolve grievance

- B. The Assistant Superintendent of Schools will forward to the Board of Education all materials presented by the aggrieved employee plus a copy of any documents which may prove helpful to the Board of Education during its deliberations.

STEP III - Board of Education Review

All grievance proceedings shall take place at meetings of the Board of Education within ten (10) days following receipt of said grievance.

A Hearing will be held and the employee has the right to be represented.

A simple majority vote of the total board membership will constitute action on any grievance presented. A written decision will be rendered the employee within five (5) school days following such hearing.

None of the foregoing is to be construed to imply that the employee gives up any right as defined in the Consolidated Education Law, Civil Service Law, New York State Teachers Retirement Law or Regulations of the Commissioner of Education.

Article XVI. Worker's Compensation Notification

Nurses who sustain on-the-job injuries must report same to Central Administration in writing within 24 hours after the occurrence of such injuries, except when the injuries occur immediately prior to a weekend and/or holiday. If such injuries occur immediately prior to a weekend and/or holiday, the aforementioned notice must be provided to Central Administration on the next work day for nurses.

Article XVII. Layoffs and Reduction of Staff

The current number of district nurses will be maintained unless the Board of Education in its discretion determines that a reduction of the number of nurses through layoffs or other legal means is necessary.

IN WITNESS WHEREOF, the parties have set their hands and seals
this day of 10th of Dec 07.

BOARD OF EDUCATION
AMITYVILLE UNION FREE
SCHOOL DISTRICT

BY:  _____

NEW YORK STATE
NURSES ASSOCIATION

BY:  _____

SCHEDULE A

Effective July 1, 1999, add Step eleven (11) to the salary schedule with the same increment as the increment between steps nine(9) and ten (10).

<u>Step</u>	<u>1998/99</u>	<u>1999/00</u>	<u>2000/01</u>	<u>2001/02</u>	<u>2002/03</u>
1	\$28,049	\$28,961	\$29,902	\$30,874	\$31,954
2	28,841	29,778	30,746	31,745	32,856
3	29,631	30,594	31,588	32,615	33,756
4	30,420	31,409	32,429	33,483	34,655
5	31,210	32,224	33,272	34,353	35,555
6	32,451	33,506	34,595	35,719	36,969
7	32,791	33,857	34,957	36,093	37,356
8	33,581	34,672	35,799	36,963	38,256
9	34,371	35,488	36,641	37,832	39,156
10	35,160	36,303	37,483	38,701	40,055
11	35,949	37,117	38,324	39,569	40,954