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#### **Contract Database Metadata Elements**

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SD/RN

**4537\_06302005**

Baldwin Ufsd And Baldwin Nurses  
Assn

**AGREEMENT**

between

**BALDWIN NURSES ASSOCIATION**

and

**BALDWIN UNION FREE SCHOOL DISTRICT**

July 1, 2001- June 30, 2005

Baldwin Union Free School District  
Town of Hempstead  
Baldwin, New York

8

## TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
I. Recognition.....	1
II Terms and Conditions.....	1
III. Insurance.....	1
IV. Payroll Deductions.....	3
V. No Strike.....	3
VI. Hours of Work.....	3
VII. Separability.....	4
VIII. Transfers.....	5
IX. Sick Leave and Family Illness Leave.....	5
X. Personal Business Leave.....	6
XI. Bereavement.....	6
XII. Extra Nursing Needs.....	7
XIII. Grievance Procedure.....	7
XIV. Salary.....	10
XV. Retirement Incentive.....	11
XVI. Term of Contract.....	12
XVII. Legislative Approval.....	13

AGREEMENT by and between BALDWIN NURSES' ASSOCIATION (herein referred to as "ASSOCIATION") and BALDWIN UNION FREE SCHOOL DISTRICT (herein referred to as "DISTRICT") made this        day of April, 2002 effective as of and retroactive to July 1, 2001

#### ARTICLE I - RECOGNITION

The Association is hereby recognized as the sole and exclusive collective bargaining representative for all registered nurses (exclusive of substitute or temporary employees and exclusive of nurse-teachers employed as such) employed by the District on a full-time or part-time basis.

#### ARTICLE II - TERMS AND CONDITIONS

All established working conditions regularly applied to the unit as a whole shall continue in full force and effect except as herein otherwise provided.

Up to \$100 will be made available by the District each school year to compensate members of the bargaining unit should their clothes or other personal effects (excluding automobile damage) be damaged by virtue of engagement in work related activities. If claims under this section exceed \$100, adjustment will be proportional on a retroactive basis.

#### ARTICLE III - INSURANCE

Nurses hired by the District before June 30, 1976 shall be eligible for health insurance in accordance with the following premium contribution rates

Family Plan:	District Contribution - 90%
	Nurse Contribution - 10%
Individual Plan:	District Contribution - 93.6%
	Nurse Contribution - 6.4%

Nurses hired by the District after June 30, 1976 shall be eligible for health insurance in accordance with the following premium contribution rates:

Family Plan:            District Contribution - 75%  
                              Nurse Contribution - 25%

Individual Plan:        District Contribution - 93.6%  
                              Nurse Contribution - 6.4%

After one full year of employment with the District, nurses shall be eligible to receive fully paid individual dental coverage and term life insurance in the amount of \$14,000.00. With respect to dental insurance, the current amount of available dental insurance (\$1,000.00 per year) for individual members can be utilized by unit members' family subject to the same maximum.

With respect to part-time nurses hired after September 1, 1982, the District's contribution towards health, dental and life insurance will be prorated in accordance with salary earned by such nurses.

School nurses hired after July 1, 1986 will not be eligible for District health insurance coverage if they are eligible for coverage under the plan of a spouse. In the event that a school nurse is no longer eligible for health insurance coverage under the spouse's plan, the school nurse would then be eligible for District health insurance coverage as promptly as possible for the individual and/or family as needed. When two employee spouses have health insurance from the District, they will be eligible only for two individual plans or a single family plan (if dependent children are covered).

If possible, the District will allow eligible nurses the ability to purchase at their own expense, individual or family supplemental major medical coverage (without vision care) through the District's insurance carriers.

#### ARTICLE IV - PAYROLL DEDUCTIONS

Where duly authorized by any member of the professional staff, on a form authorized by the Association and the District, payroll deductions shall be made and be paid in accordance with such terms for any or all of the following reasons:

1. U.S. Savings Bond (necessary amount to purchase full bond).
2. Union Dues (one deduction paid to union once a month).
3. Tax Sheltered Annuities (per pay period).
4. Nassau Educators Federal Credit Union (NEFCU). Contributions to NEFCU shall be sent at least one day in advance of payday whenever practicable.

#### ARTICLE V - NO STRIKE

The Association agrees that it does not have and will not assert the right to strike against any government, including the District, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such strike.

#### ARTICLE VI - HOURS OF WORK

1. The normal work week for nurses shall be five (5) days a week, Monday through Friday, consisting of 37 ½ hours per week. The normal work day for nurses shall be 7 ½ hours to be scheduled between 7:30 a.m. and 5:00 p.m. The individual nurse's schedule shall be established upon a reasonable basis and shall not be

changed except with a reasonable notice and for reasonable cause.

A forty-five (45) minutes lunch break will be provided which shall be agreed upon with the building administrator and will be rescheduled, when deemed necessary, by the building administrator. Nurses shall work the same number of days per year as do the teachers.

Nurses will attend ten (10) monthly meetings per year. These meetings will start 20 minutes following the latest student dismissal time. Each meeting will last 60 minutes unless extended by mutual agreement.

2. An employee may request to be released to attend a workshop, continuing education, or inservice course. If in its discretion, the District finds same to be appropriate and desirable, the District will make appropriate arrangements with regard to release time and without reduction of pay. The District shall retain sole discretion with regard to release time for attendance at workshops, continuing education, and inservice courses.

#### ARTICLE VII - SEPARABILITY

If a Federal or New York law or regulation or the final decision of a Federal or New York court or administrative agency affects any provision of this Agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision, but otherwise this Agreement will not be affected. The District shall notify the Association of any changes and of any action to be taken hereunder.

## ARTICLE VIII - TRANSFERS

The District recognizes that it is desirable in making assignments and transfers to consider the interests of the District and the nurses. Requests for transfer between buildings, but within the school district, shall be made in writing to the Superintendent of Schools or to his or her agent. Such request shall set forth the school sought and the applicant's reason for the request. Such requests shall be renewed once each year to assure active consideration by the appropriate administrator. Each written request shall be acknowledged by the Superintendent of Schools or his or her agent in writing to the nurse making the request, who shall be notified within a reasonable time after a decision on the application has been reached.

Involuntary transfers will be made between buildings within the school district at the discretion of the Superintendent of Schools or his or her agent. An involuntary transfer or assignment will be made only after consultation between the nurse and the Superintendent, or his or her agent, and after the reason for the assignment or transfer has been given to the nurse, and provided that such reason constitutes reasonable cause.

## ARTICLE IX - SICK AND FAMILY ILLNESS LEAVE

Nurses shall receive at the beginning of each school year ten (10) sick leave days and three (3) family illness days. Nurses hired after the start of the school year will receive a prorated number of such days for the first school year.

If sickness or disability occurs during a working day and the employee is relieved of duties during the morning, the employee will be charged with one (1) full day sick leave; if the employee is relieved of duties after working half day, the employee will



be charged one-half (½) day sick leave.

Sick, personal, and family illness days which are not used during a year shall be cumulative to a maximum of 188 working days.

#### ARTICLE X - PERSONAL BUSINESS LEAVE

Leave of absence for personal business reasons shall not exceed two (2) days in any school year. Leave of absence for personal business reasons shall be granted by the Superintendent or his/her agent upon appropriate certification by the school nurse that a justifiable personal reason exists. Under no circumstances can personal business days be used for recreation, vacation, other employment or for personal business that can be accomplished at another time. Further, in the absence of special circumstances described by the school nurse and found acceptable by the Superintendent or his/her agent, such leave shall not be granted on a Friday, Monday or on a school day immediately preceding or immediately following school holidays, or other forms of leave, or for any days contiguous thereto. Wherever practicable, five (5) school days' notice shall be given to the principal of need for a personal business day, and if notice is not given, the school nurse will be required to describe the personal business and approval thereof shall be at the discretion of the Superintendent or his/her agent.

#### ARTICLE XI - BEREAVEMENT

Leave of absence due to death in the immediate family shall be granted when requested by the school nurse for up to three (3) day per incident, it being understood that up to two (2) additional days may be granted by the Superintendent in the exercise

of his/her discretion and upon good cause shown.

#### ARTICLE XII - EXTRA NURSING NEEDS

The District will make every effort to post extra nursing needs for regularly scheduled extra activities where nurses are required. There will be no postings of extra nursing needs situations which require emergency action.

Nurses shall receive extra compensation for working at the following after-school activities: Intra-mural Night, Sports Night and Sports Night Review. The rate of pay shall be \$35.00 per hour. Such payment shall also apply when nurses are requested to attend other after-school activities in their capacity as nurses, and that rate shall apply when nurses are required to work during their lunch period.

#### ARTICLE XIII - GRIEVANCE PROCEDURE

##### A. Declaration of Policy

1. The purpose of this grievance procedure is to guarantee to employees covered by this Agreement the right to resolve conflicts in such a fashion as to promote and maintain harmonious and cooperative relationships with administrators and the Board of Education. It is essential to note that these relationships are governed generally by the provisions of the Education Law and/or locally adopted policies, and that they have serious effects upon the education, health and welfare of the youth of Baldwin.

2. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest stage is encouraged. Nothing in this resolution nor in these procedures shall be construed to impede or curtail informal and cooperative attempts to resolve

problems.

3. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

4. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies which relate to or affect the employee in the performance of his or her assignment and to assure compliance with this contract. They are not designed to be used for changing such rules or establishing new ones.

B. Procedural Steps

1. The primary purpose of the grievance procedure set forth below is to secure the equitable resolution of grievances at the earliest level possible. It is understood that grievance proceedings shall remain confidential when necessary in order to ensure privacy.

2. First Stage: The first procedural stage shall consist of the employee's oral presentation of his/her alleged grievance to his/her immediate supervisor within seven (7) calendar days after the occurrence of the alleged grievance. The discussion and resolution of grievances at the first stage shall be on an oral and informal basis. If such grievance is not satisfactorily resolved at the first stage, such employee may proceed to the second stage.

3. Second Stage: The second procedural stage shall consist of a written request by the aggrieved employee within seven calendar days after receiving

the decision at the first stage for a review and determination of his/her grievance by the building principal or the administrator to whom he/she is directly responsible. Such request shall include a statement setting forth the specific nature of the grievance, the facts relating thereto and indicating when and with whom stage one was conducted. Thereupon the principal or administrator shall hold a hearing within seven (7) calendar days at which the employee and his/her representative shall appear and present oral and/or written statements or arguments.

The final determination of the second stage of such grievance proceedings shall be made in writing by the principal or administrator within seven (7) calendar days of the conclusion of the hearing. Copies will be forwarded to the Superintendent of Schools and all employee(s) involved.

4. Third Stage: The aggrieved shall request an informal hearing with the Superintendent of Schools within seven (7) calendar days after receiving the decision at the second stage. The Superintendent or his/her agent shall hold such a hearing within seven (7) calendar days of receiving the request, at which time the aggrieved and his/her representative, if desired, shall appear and present oral and/or written statements. The Superintendent or his/her agent shall render a decision within seven (7) calendar days after the closing of the hearing. Copies will be forwarded to all parties involved.

5. Fourth Stage: If the grievance is still unresolved, the aggrieved employee may, within seven (7) calendar days of the final determination by the Superintendent of Schools, make a written request to the Board of Education for review

and determination. The Board of Education may hold a hearing to obtain further information regarding the case. The review by the Board of Education shall be the final step in the grievance procedure. The within grievance procedure, following its exhaustion, does not exclude any remedy otherwise available to the parties by law and/or regulation. For purposes of pursuing such other legal remedies to which a statute of limitations applies by law or regulation, the parties agree that the final determination of the grievance by the Board of Education shall mark the start of time for the commencement of the cause of action or proceeding.

ARTICLE XIV  
SALARY SCHEDULE

<u>STEPS</u>	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
1	24,454	25,188	25,943	26,851
2	25,636	26,405	27,197	28,149
3	26,817	27,622	28,450	29,446
4	27,998	28,838	29,704	30,743
5	29,181	30,056	30,958	32,042
6	30,362	31,273	32,211	33,338
7	31,544	32,490	33,465	34,636
8	32,725	33,707	34,718	35,933
9	33,907	34,924	35,972	37,231
10	35,088	36,141	37,225	38,528
11	36,269	37,357	38,478	39,825
12	37,466	38,590	39,748	41,139

Longevity

Unit members shall be paid longevity in accordance with the following schedule:

After Year 16 - \$500.00  
After Year 20 - \$1,000.00  
After Year 24 - \$1,750.00

Nurses are to receive a uniform allowance of \$150.00 per school year.

An additional stipend shall be paid for the summer school nurses in the Elementary School and High School. The rate for the summer shall be as follows:

	<u>Elementary School</u>	<u>High School</u>
2001:	\$1953	\$2727
2002:	\$2012	\$2809
2003:	\$2072	\$2893
2004:	\$2144	\$2994

ARTICLE XV - RETIREMENT INCENTIVE

During the term of this contract a retirement incentive will be provided to those covered employees who have reached a minimum age of 55 provided that they are eligible for a service retirement and, in fact, do retire, pursuant to the provisions of the New York State Employees' Retirement System. The conditions for the retirement incentives are as follows:

- A. Eligibility for service retirement shall first occur in the school year when an employee reaches age 55 or 62 depending on appropriate retirement tier membership.
- B. To be eligible for the incentive, an employee must inform the District in writing of his or her intention to retire four (4) months prior to the retirement date and then actually retire on that date.

C. In order to be eligible for the incentive an employee must have a minimum of 50 days in his/her accrued sick leave bank. This requirement will be waived if the employee has had a documented major illness or major injury which can be supported by medical documentation that has reduced the sick leave bank to less than the 50 day requirement.

D. The retirement incentive formula for eligible employees is as follows:

<u>Accrued Days</u>	<u>Payment Per Day</u>
49 days and under	\$ 0
50 days through 85	\$30
86 through 120	\$35
121 through 150	\$40
151 through 190	\$45
191 through 200	\$50

E. The retirement incentive maximum shall be \$10,000.

F. The incentive will be paid in a single sum within thirty (30) calendar days of the employee's last working day or at a time, or times, mutually agreed upon by the Superintendent or his agent and the employee.

#### ARTICLE XVI - TERM OF CONTRACT

This contract shall become effective as of and retroactive to July 1, 2001 and shall remain in full force and effect to and including June 30, 2005, and shall be automatically renewed thereafter for periods of one (1) year unless either party notifies the other in writing, by certified mail, by February 1, 2005.

Following such notification as aforesaid, the parties shall bargain in good faith in

an attempt to resolve such differences as may exist between them with respect to proposals.

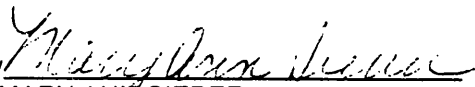
If agreement cannot be reached prior to July 1, 2005, nurses will work under the conditions of the contract from the previous school year, pending a new agreement.

ARTICLE XVII - LEGISLATIVE APPROVAL


IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THE AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT THE IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE BODY HAS GIVEN APPROVAL.


IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day of April, 2002.

BALDWIN NURSES ASSOCIATION

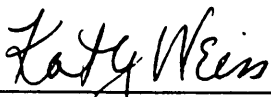
by   
MARY ANN SIEBER  
President

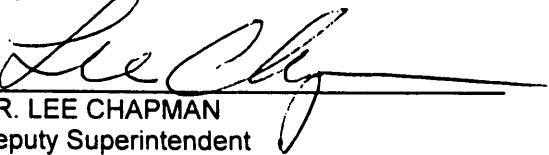
by   
ANNETTE ANDERSEN

by   
ROBIN PHILIPS  
Vice President BTA

by   
MADELINE LITZKY  
Labor Relations Specialist

BALDWIN UNION FREE SCHOOL DISTRICT

by   
DR. KATHY WEISS  
Superintendent of Schools

by   
DR. LEE CHAPMAN  
Deputy Superintendent

by   
CHRISTOPHER VENATOR, ESQ.