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SD/RN

Wantagh Union Free School District  
And Wantagh Registrd Prof'L Nurses  
Assn

**AGREEMENT**

**- between -**

**WANTAGH UNION FREE SCHOOL DISTRICT**

**- and -**

**WANTAGH REGISTERED PROFESSIONAL NURSES ASSOCIATION**

**July 1, 2002 to June 30, 2005**

**RECEIVED**

**JAN 22 2004**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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**AGREEMENT entered into this 10 day of September, 2002 by and between the WANTAGH UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "District") and the WANTAGH REGISTERED PROFESSIONAL NURSES ASSOCIATION (hereinafter referred to as the "Association").**

**ARTICLE I. RECOGNITION**

**Pursuant to Article XIV of the Civil Service Law, the District recognizes the Association as the exclusive representative of all regularly employed registered professional nurses (hereinafter referred to as "RPN") by the District.**

**ARTICLE II. SALARY**

**A. The salary schedule for nurses is set forth in the schedule attached hereto as Schedule A.**

**B. The starting salary for a full-time nurse hired after 2002/03 shall be Twenty Five Thousand Seven Hundred Fifty (\$25,750.00) Dollars per annum. The starting salary for a full-time nurse hired after July 1, 2003 shall be Twenty Six Thousand Five Hundred (\$26,500.00) Dollars. The starting salary for a full-time nurse hired after July 1, 2004 shall be Twenty Seven Thousand Two Hundred Fifty (\$27,250.00) Dollars.**

**C. The District shall offer unit members the option of receiving salary over a twelve (12) month period. However, deductions shall continue to be made over a ten (10) month period.**

## **ARTICLE III. INSURANCE**

### **A. Health Insurance**

1. *The District will pay ninety (90%) percent of individual and eighty-five (85%) percent of dependent coverage of the Empire Plan for all full-time participating RPNs. The participating RPN shall have the option of HMO coverage, which shall be based upon the same percentages the District contributes towards the Empire Plan (except where the alternative health insurance plan is more costly). Eligibility to participate shall be in accordance with District policy.*

2. *Part-time RPNs who work less than half time shall not be eligible for health insurance. The District shall contribute pro rata of its share for part-time RPNs who work more than half time who wish to contribute the balance of the health insurance premium.*

3. *The RPN may purchase excess major medical coverage.*

4. *Nurses hired after July 1, 2002 shall not be eligible for health insurance coverage if they have available health insurance coverage through a spouse that is at least substantially equivalent to the insurance offered by the District.*

### **B. Long-Term Disability**

*This is provided in accordance with the January 1, 1981 Stipulation of Agreement between the District and the WUT for all full-time RPN's.*

**C. Dental Insurance**

*The District shall pay the full cost of the dental insurance for all full-time RPN's.*

**D. Life Insurance**

*The District shall pay the cost of Ten Thousand (\$10,000.00) Dollars of life insurance for all full-time RPN's. An additional Forty Thousand (\$40,000.00)*

*Dollars is optional at the RPN's expense each year. Dependent life insurance of Forty Thousand (\$40,000.00) Dollars is also optional at the RPN's expense each year.*

**E. Tax Deferred Annuities**

*The District will make payroll deductions upon written authorization from the RPN to the appropriate carriers.*

**F. §125 Plan**

*RPNs shall be eligible to participate in the District's §125 Plan.*

**ARTICLE IV. PERSONAL ILLNESS**

*A. An RPN who is unable to work due to personal illness will receive full pay for up to sixteen (16) days per year (cumulative to one hundred eight-four (184) days of which three (3) days may be personal business days for which no reason need be given except for restrictions as per current practice. Said sick leave shall be applicable to any illness whether or not caused by pregnancy or childbirth.*

**B. The Board may require an RPN to be examined by a doctor designated by the Board to determine the ability of the RPN to work. If he/she determines the RPN is not capable of fully performing the role of RPN, the RPN must apply for leave due to personal illness. If he/she determines the RPN is capable of fully performing the role of RPN, the RPN must return to work unless the RPN is eligible and elects to apply for a leave of absence under another provision of this contract.**

#### **ARTICLE V. DEATH IN FAMILY**

**A. Up to five (5) days paid leave will be allowed for absence due to death in the immediate family. The immediate family shall include spouse, child, parent, or parent-in-law, brother or sister, brother or sister-in-law blood, grandparent or grandparent-in-law. Up to three (3) days' paid leave will be allowed for absence due to death of an aunt, uncle, or relative making a permanent home with the employee or legal dependent.**

**B. The absence shall not be charged against the RPN's sick leave.**

#### **ARTICLE VI. CHILD CARE LEAVE**

**A. Upon request, an RPN shall be granted a leave of absence for the duration of the school year in which the application is made up to one (1) year for the purpose of caring for a newborn infant. However, no child care leave can commence between September 2<sup>nd</sup> and the end of September. All such leaves shall commence on or before September of that year. Upon application by the RPN, said leave will be extended for an additional school year. Said leave shall**

*be without pay. In emergency situations, the RPN may request that said leave terminate on the February semester starting date. The RPN shall have the option of applying to have the leave commence prior to the birth of the child. This leave will be in lieu of the former maternity leave, and shall be available to both male and female RPN's.*

*B. Except in emergency situations, the RPN shall provide no less than sixty (60) days' written notice of his/her intent to apply for this leave to the Superintendent of Schools. Where possible said leave shall begin on September 1<sup>st</sup>.*

*C. Failure to respond to the Superintendent of Schools' request concerning the RPN's intent to return shall relieve the District of the obligation of reemployment.*

#### **ARTICLE VII. JURY DUTY**

*The District will reimburse RPN's who serve on juries for their normal salaries less any amount received for jury service as salary. Any amount received by the RPN as expenses due to jury service shall be kept by the RPN. The RPN shall request "on-call" service where available.*

#### **ARTICLE VIII. WORKERS' COMPENSATION**

*A. Whenever an RPN is absent as a result of a personal injury which is the direct result of an assault occurring in the course of his/her employment, he/she will receive his/her full salary for the period of such absence, the District paying the difference between any amounts received and the full sum of his/her*



**salary and no part of such absence will be charged to his/her annual sick leave. The District's obligation in this matter shall continue for a maximum period of one (1) calendar year.**

**B. Whenever an RPN is absent from school as a result of a work-related injury that results in workers' compensation, the first five (5) days of such absence shall be charged to the RPN's sick leave. The RPN shall return workers' compensation payments to the District and shall then receive from the District full salary for a maximum of four (4) months per workers' compensation injury.**

**ARTICLE IX. UNUSED SICK LEAVE**

**A. An RPN who is eligible for and who retires under the New York State Retirement System upon termination of employment may, by written notice to the District prior to the February 1 preceding retirement, receive payment for unused accumulated sick leave based upon the following formula:**

**The total number of days' payment shall be equal to the number of unused sick leave days which the RPN has accumulated. For this purpose, an RPN may accumulate a maximum of one hundred ninety-four (194) days.**

**B. Upon permanent retirement the RPN shall be paid Forty Five (\$45.00) Dollars per day for the first one hundred (100) days; Fifty-five (\$55.00) Dollars per day for the one hundred first (101<sup>st</sup>) through one hundred seventieth (170<sup>th</sup>) day; and Seventy(\$70.00) Dollars per day for the one hundred seventy-first (171<sup>st</sup>) through one hundred ninety-fourth (194<sup>th</sup>) day of unused sick leave credited, but in no event may such payment exceed Ten Thousand Thirty (\$10,030.00) Dollars**

**C. A letter of resignation stating the individual's intention to retire is to be submitted by the RPN to the Superintendent of Schools by February 1 of the school year prior to retirement.**

**ARTICLE X. WORK DAY**

**The work day on the elementary level shall be six hours and forty-five (6.45) minutes. Fifteen (15) minutes of that time shall be devoted to charting responsibilities, which shall occur at the end of the day. On the secondary level the work day shall be seven (7) hours. Fifteen (15) minutes of that time shall be devoted to charting responsibilities. With the exception of medical emergencies that may develop, the District shall not schedule nurses for other activities during this charting period.**

**ARTICLE XI. GRIEVANCE PROCEDURE**

**Declaration of Policy**

**In order to establish a more harmonious and cooperative relationship between the RPN's, administrators and members of the Board of Education which will enhance the educational program of the Wantagh Public Schools, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of RPN's pursuant to established rules, regulations and policies of the District. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.**

**Definitions**

- 1. A grievance is a claim by an RPN in the negotiating unit based**

*upon any violation, misinterpretation or misapplication of this contract.*

*2. The term "supervisor" shall mean any principal or assistant principal responsible for the area in which an alleged grievance arises.*

*3. Organization shall mean the Wantagh Registered Nurses Association.*

*4. Aggrieved party shall mean any person in the negotiating unit filing a grievance.*

*5. The "date of the alleged grievance" is that date when the event or condition constituting the grievance occurred or that date upon which the grievant knew or reasonably should have known of the event or condition.*

*6. "Date of receipt" shall mean the date the item is physically received or three (3) days after it is mailed, whichever is earlier.*

#### **Basic Principles**

*1. 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 possible stage is encouraged. Failure to perform within the procedural time limits shall be deemed a waiver.*

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

*3. A grievant shall have the right to be represented at any stage of the procedures by a person of his/her own choice. No grievance may be processed at any level without the consent of the grievant(s).*

**4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.**

**5. Each supervisor shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these procedures.**

**6. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies which relate to or effect the RPN in the performance of his/her assignment. They are not designed to be used for changing such rules or establishing new ones.**

**7. All grievances shall include the name and position of the aggrieved party, the identity of the provision of this Agreement involved in such grievance, the time when and the place where the alleged events or conditions constituting the grievance occurred, the party responsible for causing said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought.**

**8. Nothing herein contained shall be construed as limiting the right of a grievant to discuss the matter informally with any appropriate member of the administration and having the grievance informally resolved.**

**Procedures**

**1. Level One**

**If the RPN is not satisfied with the informal disposition of his/her grievance, he/she shall within twenty-two (22) school days of the date of the alleged grievance, submit a written statement of the grievance to his/her**

**supervisor. The supervisor shall submit a written response to the grievant within five (5) school days after the receipt of the written submission of the statement of grievance.**

**If the grievance arises after June 1<sup>st</sup>, it must be filed no later than June 30<sup>th</sup> regardless of time limits otherwise stated. The parties will make every effort to receive the grievance, or in the absence of that resolution, to have a final determination prior to the opening of school.**

**2. Level Two**

**a. If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may within five (5) school days of receipt of the supervisor's response file an appeal to the Superintendent of Schools. The appeal papers shall include the statement of grievance submitted to the supervisor, at the option of the grievant a written statement of specific objections to the supervisor's response and at the option of the supervisor a written statement in support of his/he decision.**

**b. Within five (5) school days of receipt of the grievance by the Superintendent of Schools, the Superintendent or his/her designee shall schedule a meeting with the grievant in an effort to resolve the matter.**

**c. The Superintendent of Schools shall submit a written response to the grievant within fifteen (15) school days after receipt of the grievance. A copy of the decision will be forwarded to the Association.**

## **ARTICLE XII. MISCELLANEOUS PROVISIONS**

### **Section 1.**

***This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.***

### **Section 2.**

***This Agreement shall supercede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.***

### **Section 3.**

***Any individual arrangement, agreement or contract between the Board and an RPN shall be subject to and consistent with the terms and conditions of this contract.***

### **Section 4.**

***If any provisions of this Agreement or any application of the Agreement to any RPN or group of RPN's shall be found contrary to law then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.***

**ARTICLE XIII. SMOKE FREE ENVIRONMENT**

*The nurses agree to a no-smoking policy in District buildings and on District property.*

**ARTICLE XIV. NEWLY HIRED NURSES**

*Nurses will be part of the interviewing process for new hire nurses.*

**ARTICLE XV. TAYLOR LAW CLAUSE**

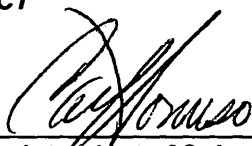
**IN ACCORDANCE WITH ARTICLE XIV OF THE CIVIL SERVICE LAW, SECTION 204-a, IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

**ARTICLE XVI. TERM OF AGREEMENT**

*This Agreement shall go into effect as of the 1<sup>st</sup> day of July, 2002, and shall continue in effect up to and including the 30<sup>th</sup> day of June, 2005.*

*IN WITNESS WHEREOF, this Agreement has been duly executed by the parties the day and the year first above written.*

**WANTAGH UNION FREE SCHOOL  
DISTRICT**

By:   
Superintendent of Schools

**WANTAGH REGISTERED PROFESSIONAL  
NURSES ASSOCIATION**

By:   
President

**SCHEDULE A**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Bayliss</b>	<b>\$42,237</b>	<b>\$43,504</b>	<b>\$44,809</b>
<b>Pallas</b>	<b>\$35,022</b>	<b>\$36,073</b>	<b>\$37,155</b>
<b>Warner</b>	<b>\$31,716</b>	<b>\$32,667</b>	<b>\$33,647</b>
<b>Lembo</b>	<b>\$27,747</b>	<b>\$28,579</b>	<b>\$29,436</b>
<b>Luckey</b>	<b>\$26,265</b>	<b>\$27,053</b>	<b>\$27,865</b>
<b>Marsigliano</b>	<b>\$25,750</b>	<b>\$26,523</b>	<b>\$27,319</b>

**Longevity Pay**

- ***After 10 years of service in the District, unit members shall receive longevity pay in the amount of \$600.00.***
  
- ***After 15 years of service in the District, unit members shall receive longevity pay in the total amount of \$1000.00.***