



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Seaford Union Free School District and Seaford School District Registered Nurses (2007)**

Employer Name: **Seaford Union Free School District**

Union: **Seaford School District Registered Nurses**

Local:

Effective Date: **07/01/07**

Expiration Date: **06/30/11**

PERB ID Number: **9625**

Unit Size:

Number of Pages: **18**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

RNF 19625

AGREEMENT

between

BOARD OF EDUCATION

and

SEAFORD SCHOOL DISTRICT REGISTERED NURSES

July 1, 2007 - June 30, 2011

RECEIVED

DEC 13 2007

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - Agreement.....	1
ARTICLE II - Negotiation.....	1
ARTICLE III - Employee Rights.....	2
ARTICLE IV - Working Conditions.....	3
ARTICLE V - Absences and Leaves.....	3
ARTICLE VI - Reductions in Personnel.....	6
ARTICLE VII - Access to Information.....	6
ARTICLE VIII - Retirement.....	7
ARTICLE IX - Salary Schedule and Benefits.....	7
ARTICLE X - No Strike Clause.....	9
ARTICLE XI - Grievance Procedure.....	9
ARTICLE XII - Nondiscrimination.....	12
ARTICLE XIII - Legislative Action.....	12
ARTICLE XIV - Signature Clause.....	13
APPENDIX A.....	14
APPENDIX B.....	14

ARTICLE I

Agreement

This Agreement made and entered into this ^{15th} day of November, 2007 by and between the Seaford Board of Education and the Seaford School District Registered Nurses of Seaford Union Free School District, Seaford, New York, effective July 1, 2007 and terminating June 30, 2011.

Definitions as used in this agreement:

- A. Chief School Administrator - Superintendent of Schools.
- B. Board - Board of Education, Seaford Union Free School District, Seaford, Town of Hempstead, Nassau County, New York.
- C. Association - Seaford District Registered Nurses, Seaford Union Free School District, Seaford, Town of Hempstead, Nassau County, New York
- D. Employees - All Registered Nurses Employees by Seaford Union Free School District.
- E. Terms and Conditions - Those terms of employment and conditions of employment required by law or negotiated as "Terms and Conditions of Employment" by the Board and the Association.
- F. Legislative Body - The Board, acting in concert, in its official and public capacity.
- G. District - Seaford Union Free School District, Town of Hempstead, Nassau County, New York.

ARTICLE II

Negotiation

- A. Negotiating Terms

The Board's designated representatives, under the direction of the Superintendent, or a person or persons designated by him, will meet with representatives designated by the Association for the purpose of negotiations and reaching mutually satisfactory agreements.

B. Initiating Negotiations

The coordinator of Health Services shall submit salary proposals to the Superintendent of Schools on or about the 15th day of January of the school year the current agreement expires.

C. Negotiation Procedures

1. Board and Association representatives shall meet at mutually acceptable times and places in an effort to reach common understanding and agreement. Negotiations shall alternate between the workday and afternoons.
2. Both parties agree to conduct negotiations in good faith and to deal openly and fairly with each other on all matters.
3. Both parties agree to present relevant data, points of view, and make proposals and counterproposals. Each party shall make available to the other upon request, information within its possession which is not privileged under law, and which is relevant to the subject under discussion. Either party may utilize the services of outside legal and/or professional consultants.
4. Both parties agree that all negotiations will be conducted in closed session, with the exception of those participants invited by either party.
5. All agreements reached at negotiating sessions are tentative until the entire agreement is established.
6. Both parties agree to hold such additional meetings as is necessary to reach an understanding on all issues or until an impasse is reached.
7. When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing and submitted to negotiations representatives of both parties for approval and presentation to Board and Association. Following approval by a majority of the Association membership and by a majority of the Board, the Legislative Body will take such action upon the recommendations submitted as are necessary to make them official.

ARTICLE III

Employee Rights

A. The Board and the Association each affirm that it will abide by Article XIV of the Civil Service Law.

B. Nothing contained herein shall be construed to deny or restrict to any employee rights he/she may have under the New York Education or Civil Service Laws or other applicable laws and regulations. The rights guaranteed employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. The Association and its representatives shall be permitted to use school buildings and equipment at all reasonable hours for meetings, if same does not impede regular teaching and related usage, according to the District schedule of fees as of July 1, 1998.

ARTICLE IV

Working Conditions

A. Employees shall not work alone in a building during any period of the year. Full-time nurses shall work the teaching calendar.

B. Duty hours

During School Year, 8:30 a.m. to 3:30 p.m. or equivalent as specified by building principal.

Requests for overtime must be approved by the Superintendent or Assistant Superintendent for Business. Projected anticipated overtime is submitted in writing to the Superintendent or Assistant Superintendent for Business, prior to the school year, for approval. Should the need for emergency overtime occur, the nurse will notify the Coordinator of Health Services and the building Principal as soon as possible. Overtime will be paid at the rate of 1.5 hours for each hour of service. District overtime forms must be used for all overtime requests.

ARTICLE V

Absences and Leaves

A. Personal and/or Family Illness

Employees shall be provided 12 leave days each school year for absences due to personal and/or family illness. During an employee's first year of employment, days provided as herein described shall be earned at the rate of one day per month. All employees shall receive full salary during such absences. The unused portion of the 12 day annual sick leave shall accumulate to a maximum of 160 days and may be applied to offset deductions of absence in subsequent years. Family as used herein is defined as: father, mother, sister, brother, husband, wife, son, daughter,

mother-in-law or father-in-law. Medical verification may be requested after four consecutive days.

B. Personal Leave

Personal Leave as used in this Article is defined to be leave necessary to conduct personal business which cannot be conducted except during working hours such as house closing, will signing, court appearance, adoption proceeding, etc.

Three (3) days absence for personal business will be granted to employees per year. Unused personal leave days will be added to the accumulated sick leave at the end of each year provided the total accumulated sick leave does not exceed 160 days. Employees planning to use personal leave shall notify their immediate supervisor at least one day in advance except in unusual circumstances. Such leaves may not be utilized on days immediately preceding or immediately following a holiday or weekend unless approval was received one week prior. In such instances unit members shall be required to state the reasons for requesting personal leave.

Part-time Nurses receive a prorated amount of leave (sick and personal).

C. Bereavement Leave

A maximum of five (5) days at full pay will be granted for each instance of death in immediate family. Immediate family is to be defined as: wife, husband, father, mother, brother, sister, mother-in-law, father-in-law, grandparents, son or daughter. Three days at full pay may be granted at the District's discretion in the instance of a death of a relative of either the employee or spouse. Such absence shall not be deducted from personal leave allowance.

D. Extended Sick Leave - Major illness

The Board of Education of the Seaford Union Free School District in recognition of the needs of the personnel for personal well-being and financial security, is sympathetic to their desire for protection during periods of prolonged illness. Therefore to help insure and sustain their satisfaction in their jobs at Seaford and to promote a bond of human understanding between the Board of Education and the employees, the following benefits are set forth. In case of major illness of a nature requiring absence of employees from duty over an extended period of time, the following benefits are hereinafter proscribed. Beginning with the fourth successive year of service in Seaford School system, the following number of days of absence as hereinafter described shall be allowed: After accumulated sick leave at full pay is exhausted (maximum of 160 days at full pay), for each year of service beginning with the fourth successive year of service and continuing through the tenth year, one month at three-fourths (3/4) pay may be granted or accumulated for ten years. This would present a total possible accumulation of one year's allowance for absence due to

personal illness as stipulated in the Analysis of Sick Leave Benefits.

ANALYSIS OF SICK LEAVE BENEFITS

<u>Years of Service</u>	<u>Sick Leave</u>
4 th	Accumulated sick leave at full pay plus 4 mos. at 3/4 pay
5 th	" " 5 mos. at "
6 th	" " 6 mos. at "
7 th	" " 7 mos. at "
8 th	" " 8 mos. at "
9 th	" " 9 mos. at "
10 th	" " 10 mos. at "

E. Leaves of Absence

Employees with tenure in a school district may be granted a leave of absence at the District's discretion, without pay, for period not to exceed one year duration. Employees who do not have tenure (temporary appointees and provisional appointees) cannot be granted leaves of absence.

They would be deemed to have resigned so far as Civil Service regulations are concerned.

Request for leave must be submitted in writing to the Board of Education.

F. Jury Duty

Employees called to serve jury duty shall be granted leave to fulfill that function, without having such leave deducted from the employee's personal or sick leave allowance, at full pay. All payments received by an employee for expenses related to jury duty, are understood to be the property of the employee. Monies paid for service will be returned to the district.

G. Leave of Absence for Child Care

Childrearing leave will be granted by Seaford Union Free School District for up to a one year period. A second year of child care leave may be granted by the Board of Education at its discretion.

H. Adoptive Leave

1. Any employee planning to adopt a child shall immediately inform the

building principal upon certification by an adoptive agency.

2. Written application for such leave shall be filed together with certification of acceptance with the board of education.

3. Adoptive leave will be granted by Seaford Union Free School District for up to a two year period.

I. Whenever the employee returns from a leave of absence without pay and/or from sick leave due to childbearing and/or childrearing, the employee will be assigned to the same or similar position.

J. An employee returning from a leave of absence without pay and/or from sick leave due to childbearing and/or childrearing shall receive experience credit for the time served prior to that leave.

ARTICLE VI

Reductions in Personnel

Should substantial and unforeseen conditions make necessary general reduction in the number of employees employed by the board, the board will retain, as nearly as possible, those employees with the longest service in the district according to section 80(2), (3) and (5) of the Civil Service Law. The board will make available to all employees terminated for lack of work such information as it has regarding the employment in adjacent school districts where possible.

ARTICLE VII

Access to Information

The board will make available for inspection to the Association all available information in the public domain concerning the financial resources of the District, all budgetary requirements and allocations, agendas and related minutes of all board meetings, treasurer's reports, census and membership data, names and addresses of all employees and such other information as will assist the Association in developing intelligent, accurate informed and constructive programs on behalf of the employees. Any matter excluding matters such as job references placed in a personnel file shall be available for inspection by the employee or his authorized representative.

ARTICLE VIII

Retirement

The Noncontributory Retirement Plan 75i and Option 41j shall continue in force.

The district shall pay to the employee, or in the event of death while employed by the district, the employee's estate an amount of money equal to 85% of the employee's accumulated sick leave at the time of death or at the time of full retirement under the New York State Employees Retirement System. A factor of 1/200 will be used in calculating payment for accumulated sick leave.

The district shall continue to pay the full cost of hospitalization insurance for retired employees who retired prior to June 30, 1989. If a retired employee elects another plan, he/she will bear cost of the difference. The district shall pay the health insurance premiums for the family of any unit member who dies while in the employ of the district provided that the unit member has been employed by the district for at least 20 years. Unless otherwise indicated to the contrary herein, for employees who retire after June 30, 1992, their contribution to the Health Insurance Plan shall remain at the level that active members pay.

ARTICLE IX

Salary Schedule and Benefits

A. Salary

The board agrees to pay employees in accordance with the salary schedules attached hereto as APPENDIX "A" and APPENDIX "B". The schedules attached hereto as APPENDIX "A" are applicable for all nurses hired by the District prior to July 1, 1998. The schedules for the 2007-2008, 2008-2009, 2009-2010 and 2010-2011 school years shall increase from the previous year's schedule, as follows:

2007/2008	--	--	3.6%
2008/2009	--	--	4.0%
2009/2010	--	--	4.0%
2010/2011	--	--	3.95%

Part-time employees shall receive a prorated amount of the salary reflected in the schedules attached hereto.

The schedules attached hereto in APPENDIX "B" are applicable to all nurses hired after July 1, 1998. The salary schedules applicable for the 2007-2008, 2008-2009, 2009-2010 and 2010-2011 school years shall increase from the previous

year's schedule consistent with the increases set forth above.

The nurse coordinator shall receive an annual stipend of \$4,500.

A half-time nurse will receive half salary and will advance one step each school year. For purposes of seniority, a half-time nurse will accrue one full year of seniority for every two years of half-time service. Should a half-time nurse convert to a full-time nurse, she will be placed on her current scale on a step that corresponds with her seniority status. If the change to full-time status occurs at a point that the half-time nurse is between full years of accrued seniority (Example - 2 1/2 years of seniority), she will be placed on her current scale at the next higher step (Example - step 3).

Part-time nurses who are requested to work beyond their normal work day shall be paid for such additional hours at the average hourly rate for the full-time nursing staff.

B. Longevity

Longevity payments and increases shall be effective July 1 of each year. In addition, the board agrees to pay the employee \$300 after 12 years; \$400 after 16 years; \$500 after 20 years; and \$700 after 25 years of service in Seaford.

For personnel hired after February 1, the longevity will become effective July 1 of that year. For personnel hired prior to January 31, longevity will be prorated back to July 1 of the previous year.

A half-time nurse will receive half of the longevity at 12, 16, 20 and 25 years of employment. If a half-time nurse converts to full-time service, she will receive a full longevity after completion of 12, 16, 20 and 25 years of full-time service.

C. Benefits

New York State Health Insurance program and other Insurance.

The District will contribute eighty-six and one-half (86 %) percent for family and dependents. The remaining thirteen and one-half (13 1/2) percent will be contributed by the employee. The employer contribution rates shall be modified as follows:

Effective upon ratification	-	86%
Effective July 1, 2008	-	85%
Effective July 1, 2009	-	84%
Effective July 1, 2010	-	82%

These rates shall also apply in retirement. If the employee elects any

other plan, he/she will bear the cost of the difference.

Effective July 1, 1996, other than new hires, any unit member who elects not to take the health insurance provision, shall receive fifty (50%) percent of the District's contribution at the end of the school year.

However, any unit members hired after July 1, 1996 shall receive a \$700 payment at the end of the school year if he/she elects not to take health insurance.

D. Internal Revenue Code 125 Plan

The District shall provide unit members with an Internal Revenue Code 125 Plan for health insurance and health insurance waiver. In addition, the District shall implement a pre-tax benefit program no later than January 1, 2008.

ARTICLE X

No Strike Clause

The Association affirms that it does not assert the right to strike against the board or the school district, nor to assist or to participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

ARTICLE IX

Grievance Procedure

To enable employees to have an available procedure for the determination of grievances, the following regulations are established.

A. Definitions - as used herein, the following terms shall have the following meanings:

a. "Employee" shall mean the Association or any person or group of persons employed as members of the office personnel staff by the school district, other than as an independent contractor.

b. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the terms of this Agreement.

c. "Immediate Supervisor" shall mean the administrator to whom the office person is directly responsible, e.g. central office supervisors, building principal ,

business officer.

d. "Days" - Saturday, Sundays, legal holidays and recess days shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure, except where the term "Calendar Days" is used.

B. Declaration of Basic Principles

a. Every employee of this school district shall have the right to present his grievance in accordance with the procedures provided herein free from interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by one (1) person of his own choosing at all stages of the grievance procedure.

b. In a case where the grievance shall be directed against one who is authorized to conduct the second stage, the grievance may be advanced to the next stage.

c. The written grievance statement hereafter required to be filed shall not be amended or changed at any time except in respect to obvious errors and omissions.

d. The building principal in the first stage and the superintendent in the second stage may designate a deputy to make a recommendation or determination.

e. The appropriate representatives of the parties may, by mutual agreement in writing, extend for stated periods of time any time limits provided for in this Article.

C. First Stage

a. An employee who claims to have, a grievance shall present the facts of his grievance and relief desired to his immediate supervisor, orally, within twenty (20) days of the time that the grievant knew or should have known that they were aggrieved, with the object of resolving the matter informally.

b. The immediate supervisor shall discuss the grievance with the employee with the objective of arriving at a mutually agreeable solution. In addition, the supervisor may consult with such other employees and members of the staff as he deems appropriate.

c. Within three days after presentation of the grievance to him, the immediate supervisor shall make his decision and orally communicate the decision and the reasons therefore to the employee presenting the grievance or, in a case where the

employee has designated a representative, to such representative. If no decision shall have been made within said period the first stage shall be deemed to have been waived.

D. Second Stage

a. If any employee presenting a grievance be not satisfied with the decision made by his immediate supervisor or if the first stage shall be deemed to have been waived under "3c" hereof, he may within five days of the date of the decision or, if applicable, of the effective date of the waiver, request a review and determination of his grievance by the building principal. Such request shall be in writing, shall be known as the "Grievance Statement", and shall contain (1) a clear and concise recital of the grievance; and (2) the relief requested. The grievance statement shall be presented to both the building principal and the immediate supervisor to whom the grievance was originally presented.

b. The building principal shall, within three (3) days after receipt of the written Grievance Statement, meet with the employee and his representative, if any, with the objective of arriving at a mutually agreeable solution.

c. Within four days after his initial meeting with the grievant (see "4b" above) the building principal shall notify the grievant or his representative, if any, in writing of his decision and the reasons therefor. If no decision shall have been made within said period, the second stage shall be deemed to have been waived.

E. Third Stage

a. If any employee presenting a grievance be not satisfied with the decision made by the building principal, or if the second stage shall be deemed to have been waived under "4c" hereof, he may within five days of the date of the waiver, request in writing a determination of his grievance by the superintendent, setting forth in detail (1) a clear a concise recital of the grievance; and (2) the relief requested. A copy of the request shall be presented to the building principal.

b. The superintendent, or his designee, shall, within ten (10) days after receipt of the written request, meet with the employee and his representative, if any, with the objective of arriving at a mutually agreeable solution.

c. Within four days after his initial meeting with the grievant (see "5b" above) the district superintendent shall notify the grievant or his representative, if any, in writing of his decision and the reasons therefor. If no decision shall have been made within said period the third stage shall be deemed to have been waived.

F. Fourth Stage (Arbitration)

If any employee presenting a grievance is not satisfied with the decision made by the Superintendent at Stage Three, the employee or the Seaford School District Registered Nurses Association may submit the grievance to arbitration by notifying the American Arbitration Association in accordance with the AAA Rules and Regulations. Both the designation of the arbitration and the arbitration proceedings shall be conducted in accordance with the applicable rules and regulations of the AAA. The decision and/or award of the arbitrator shall be advisory and not binding on the parties involved. The cost of arbitration shall be shared equally by both parties.

7. It is understood that the grievance procedure provided for here in this Article shall be an exclusive remedy; that either party shall have the right to seek appropriate redress by court action and/or through any governmental agency or authority.

ARTICLE XII

Nondiscrimination

The district shall comply with all the rules and regulations of Title IX of the educational amendments of 1972. The parties further agree that the provisions of this agreement shall be applied without discrimination on the basis of race, color, religion, sex, marital status, age or national origin.

ARTICLE XIII

Legislative Action

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

The district and the Association agree that all negotiable items have been discussed during the negotiations leading to this agreement, and therefore agree that negotiations will not be reopened on any item during the life of this agreement.

ARTICLE XIV

Signature Clause

IN WITNESS WHEREOF, parties have caused this Agreement to be signed by their respective presidents all on the 15th day of November , 2007.

For the Association

Symon Ferris

For the Board of Education

Thomas J. Mankle

APPENDIX A

SEAFORD SCHOOL DISTRICT REGISTERED NURSES' SALARY SCHEDULES

APPENDIX A: SALARY SCHEDULE

<u>STEP</u>	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
1	41,393	43,049	44,771	46,539
2	45,278	47,089	48,973	50,907
3	47,132	49,017	50,978	52,992
4	47,132	49,017	50,978	52,992
5	49,043	51,005	53,045	55,140
6	49,043	51,005	53,045	55,140
7	51,868	53,943	56,101	58,317
8	51,868	53,943	56,101	58,317
9	53,767	55,918	58,155	60,452
10	53,767	55,918	58,155	60,452
11	55,645	57,871	60,186	62,563
12	55,645	57,871	60,186	62,563
13	57,516	59,817	62,210	64,667

APPENDIX B: SALARY SCHEDULE

1	34,152	35,518	36,939	38,398
2	35,227	36,636	38,101	39,606
3	36,318	37,771	39,282	40,834
4	37,378	38,873	40,428	42,025
5	38,452	39,990	41,590	43,233
6	39,527	41,108	42,752	44,441
7	40,603	42,227	43,916	45,651
8	41,676	43,343	45,077	46,858
9	42,754	44,464	46,243	48,070
10	43,829	45,582	47,405	49,277
11	44,903	46,699	48,567	50,485
12	45,978	47,817	49,730	51,694
13	47,053	48,935	50,892	52,902
14	48,128	50,053	52,055	54,111
15	49,203	51,171	53,218	55,320

