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### Contract Database Metadata Elements

**Title:** Smithtown Central School District and the Association of Smithtown Professional Nurses (ASPN), (2007)

**Employer Name:** Smithtown Central School District

**Union:** Association of Smithtown Professional Nurses (ASPN)

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

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CONTRACT

between

BOARD OF EDUCATION

SMITHTOWN CENTRAL SCHOOL DISTRICT

Smithtown, New York

and

ASSOCIATION OF SMITHTOWN

PROFESSIONAL NURSES

July 1, 2007 - June 30, 2011
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Preamble

In order to effectuate the provisions of the New York State Public Employees Fair Employment Act (the "Act"), the Smithtown Central School District ("District") and the Association of Smithtown Professional Nurses ("ASPN"), hereby enter into an Agreement which has been negotiated under the terms of the law.

ARTICLE I - DEFINITIONS

BOARD shall mean Board of Education of the Smithtown Central School District.

SUPERINTENDENT shall mean the Superintendent of Smithtown Central School District.

ASSOCIATION shall mean the Association of Smithtown Professional Nurses.

ARTICLE II - RECOGNITION

The Board recognizes the Association as the exclusive bargaining agent for all Registered Professional Nurses, including any full-time floater, employed in the Smithtown Central School District, for the purpose of negotiating (and participating in the administration of the Agreement) concerning wages, hours and condition of work. All part-time nurses who regularly work 20 or more hours per week shall be included in the bargaining unit and shall be eligible for the benefits set forth herein on a pro-rata basis.

The Board recognizes the Registered Professional Nurse's specialized qualifications, medical knowledge, academic preparation and professional skill. The success of his/her functions depends upon the maximum utilization of the specialized abilities within the confines of Board policy and State Education Law.

It is understood 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 therefore shall not become effective until the appropriate legislative body has given approval.

All appointments, both probationary and permanent and dismissals shall be in accordance with the rules and regulations of the Suffolk County Civil Service Commission. School nurses during their employment with the Smithtown Central School District must keep current at all times their New York State Registered Professional Nurse licenses.
ARTICLE III - ASSOCIATION RIGHTS

The Board agrees to deduct from the salaries of its nurses, dues for the Association of Smithtown Professional Nurses, as each of said nurses individually and voluntarily authorizes the Board to deduct upon submission of the form annexed hereto Schedule "A" and signed by the individual nurse. All monies deducted shall be forwarded to the ASPN Treasurer no later than ten (10) days following each pay period. Deductions referred to above will be made in equal installments over 20 paycheques.

At the option of the employee, deductions may be also withheld from the payroll for the following items:

- U.S. Savings Bonds
- Tax Sheltered Annuities
- Teachers Federal Credit Union
- Health Insurance Premiums
- Annuity and Loan Payments of N.Y.S. Retirement Program

The ASPN shall be entitled to have a valid agency fee deducted from covered employees and remitted to the ASPN by the District.

The ASPN shall not be denied the reasonable use of the District's inter-office mail system, including mailbox use privileges.

The ASPN shall not be denied the reasonable use of the District's building facilities for ASPN meetings, provided that application for such use is made through the proper channels.

ARTICLE IV - WORK DAY AND YEAR

The regular workday shall consist of seven hours plus a 45-minute mealtime except for emergency situations. The number of salaried hours per day shall not change.

The work year for members of this unit shall be 185 days. Nurses shall be at work every day that students are present. The Superintendent of Schools shall determine the additional days.

When feasible, the Association shall be consulted prior to any change in working conditions of any member.

A full program of health services also requires activities outside the usually scheduled work hours. At times professional responsibilities such as departmental meetings are to be conducted outside the limits of the usually scheduled work hours.

Each school year the President of the Association, or her/his designee, shall be provided with up to a total of three (3) days of time during the regularly scheduled workday for conducting Association business. Such leave will be taken at times agreeable to the building administrator.
The District and the ASPN President, or designee, will discuss the needs of each building prior to the opening of each building on an annual basis.

**ARTICLE V - TRAVEL PROVISION**

When a nurse is required to travel between buildings within a working day, a minimum of fifteen (15) minutes shall be provided. Nurses who are required to work in two (2) or more buildings in a single day and who use their own cars shall be reimbursed for approved and verified travel at the prevailing District rate.

**ARTICLE VI - NO STRIKE STATEMENT**

Neither any member nor the Association shall engage in, cause, or sanction any strike or work interruption nor honor the picket line or work stoppage of any other person or association.

**ARTICLE VII - GRIEVANCE PROCEDURE**

Any grievance or dispute which may arise between parties with respect to the applicable meaning or interpretation of this Agreement shall be settled in the following manner:

**Step 1.** An employee or representative of the Association shall take up the grievance with the building principal of the employee or employees and/or with the Superintendent’s Designee for employees involved within thirty (30) days of its occurrence. The building principal and/or Director of Non-Instructional Personnel shall then attempt to adjust the matter and shall respond to the employee or representative of the Association within seven (7) working days.

**Step 2.** If the grievance has not been settled, it shall be presented in writing by the employee or representative of the Association to the Superintendent of Schools or his/her designee within seven (7) work days after the building principal’s and/or Superintendent’s Designee response is due.

**Step 3.** If the grievance still remains unadjusted, it shall be presented by the employee or a representative of the Association to the Board of Education in writing within seven (7) working days after the response of the Superintendent or his/her designee is due. The Board shall hold the hearing within twenty-five (25) school days after receipt of the appeal from the Level 2 determination.

The Board of Education shall render a final decision on the matter within twenty (20) school days after the conclusion of the hearing cited above.

Such determination by the Board of Education shall be final and binding on all parties concerned.
ARTICLE VIII - LEAVES OF ABSENCE

A. Sick Leave - A Registered Professional Nurse is eligible for ten (10) sick days per year with unlimited accumulation. Sick leave is to be accumulated on a monthly basis so that for each month served, one-tenth (1/10th) of the annual sick leave shall be accumulated; however, in the event a nurse is sick and required to take sick leave pursuant to the first paragraph of this section, he/she may borrow against anticipated accumulated sick leave as provided in the first paragraph of this section, provided, however, that, in the event her/his service with the District terminates for any reason prior to such time as she/he has accumulated enough sick leave to repay the borrowed amount, same shall be deducted from her/his final pay check, it being the intention of this paragraph, therefore, to provide that while sick leave may be borrowed in anticipation of accumulation, the nurse must provide sufficient length of service to the District to repay the District the amount of salary paid to the employee by the District.

Association nurses assigned to summer school shall be entitled to one paid sick day, as per summer school schedule. Any nurse who works during a summer school session may accrue up to a maximum of one (1) sick day to his/her annual sick day allotment, provided that the nurse does not utilize said sick day during the summer school session.

B. Sick Bank - Each nurse shall contribute one (1) day each and every school year to the sick bank. For the school years 1997-98 and 1998-99 only, the District shall contribute two (2) days for each nurse in the association and one (1) day for all years thereafter. The number of days contributed by nurses and the Board shall be cumulative from year to year.

Any nurse shall be eligible to make application for additional sick leave for extended illness when the nurse has been incapacitated for five (5) consecutive working days after the exhaustion of the nurse's accumulated sick leave and provided the nurse has an accumulation of at least ten (10) sick days in his/her account. If there were fewer than ten (10) accumulated, unused sick days in the nurse's account at the onset of the illness, use of the sick bank will be delayed by the number of days that the account was less than ten (10). (Example: If there were seven (7) days in the account, the nurse would have a total of eight (8) unpaid days of leave until the sick bank could be drawn upon - the five (5) waiting day period plus the three (3) additional days the account was short.)

The maximum amount that can be withdrawn from the sick bank annually by a nurse shall not exceed 40% of the total days in the sick bank at the beginning of the school year. However, this annual maximum shall never exceed one hundred and eighty-six (186) days.

The ASPN Sick Bank shall be administered by a two (2) person committee. One member shall be appointed by the President of the ASPN and the other by the Superintendent. The guidelines and formulas for contribution and distribution of the ASPN Sick Bank shall be reviewed and amended annually and as needed by the ASPN and shall be approved by the aforementioned committee.

C. Personal Leave - Each employee shall be allowed four (4) personal days per year. No more than two (2) unused personal days during the year shall be credited to the employee's sick leave account for the following year.
A request for a personal day must be made by the Registered Professional Nurse to the building principal and/or Assistant Superintendent for Personnel and must be approved by the Superintendent of Schools. Such application should be made in writing at least seven (7) days in advance of the anticipated absence whenever practicable. In case of emergency, such paperwork shall be submitted promptly upon return to work.

D. Bereavement Leave - An employee is entitled to five (5) consecutive workdays (absent exigent circumstances) off, with pay, upon the death of a member of the employee’s immediate family (spouse, sibling-in-law, child-in-law, grandparent, grandchild, parent, child, sibling, parent-in-law, foster parent or other person who has served in place of a parent).

E. Jury Duty - A Registered Professional Nurse required to serve as a juror or under subpoena shall be paid full salary during the period of service. The nurse will remit to the District the total per diem jury duty fees paid for jury service. Reimbursement for travel will be retained by the Registered Professional Nurse. This leave shall not affect any other leave benefits.

F. Leave Without Pay - Members of the Association shall be eligible to apply for a Leave of Absence for "good cause shown" without pay or other benefits for a period of up to two (2) years. Part-time leaves, without pay, to pursue an advanced education may be provided upon the approval of the Superintendent of Schools.

ARTICLE IX - TERMINAL PAY / RETIREMENT INCENTIVE

A. Any nurse whose employment terminates after ten (10) years of service in the District will be entitled to convert her/his unused accumulated sick leave at the ratio of one day's pay for two (2) days leave to a maximum of seventy-five (75) days pay. The payment will be made within sixty (60) days after the effective date of termination and will be paid based on her/his current annual salary.

In the event of a nurse's death while employed by the District, the terminal payment shall be paid to his/her estate.

B. For employees who retire by on or before June 30, 2011, the District shall pay 59% of the health insurance premium for family coverage, and 74% of the health insurance premium for individual coverage, into retirement. The District shall also pay $10,000.00 to any employee who retires on or before June 30, 2011, in a single, lump sum payment.

To be eligible for this benefit, an employee must: be working full-time; have served the District for a minimum of ten (10) full years; be first eligible to retire pursuant to the terms, rules, and requirements of the New York State Employees Retirement System with undiminished benefits (including any employee who was first eligible to retire pursuant to ERS rules and requirements on or before the date of this Agreement); and, submit to the District an irrevocable letter of resignation (for purposes of retirement) no less than sixty (60) days prior to the date on which said employee intends to retire.
ARTICLE X - SUBSTITUTES

Every reasonable effort will be made to provide a substitute Registered Nurse to replace an employee when absent and to provide extra help during peak load and pursuant to the recommendation of the Superintendent's Designee and/or building principal.

ARTICLE XI - RETIREMENT

The District shall continue to provide retirement coverage with the New York State Employees Retirement System. Tier I and II members shall receive benefits as per Section 75-i. Tier III & IV members shall receive benefits as per Articles 14 and 15 respectively.

ARTICLE XII - INSURANCE

A. Medical Insurance –

1. The Nurses shall pay the following percentages of the annual premium for health insurance (individual and family) coverage offered under the District's insurance plan:

   a. During the 2007-2008 school year, nurses shall pay 12% of the annual cost of the District's individual or family coverage medical insurance premiums;

   b. During the 2008-2009 school year, nurses shall pay 12.5% of the annual cost of the District's individual or family coverage medical insurance premiums;

   c. During the 2009-2010 school year, nurses shall pay 13.5% of the annual cost of the District's individual or family coverage medical insurance premiums;

   d. During the 2010-2011 school year, nurses shall pay 15% of the annual cost of the District's individual or family coverage medical insurance premiums.

2. All health insurance coverage terms shall be governed by the terms of the Suffolk School Employees Health Plan.

3. Effective July 1, 2003, all nurses shall be responsible for an individual deductible of $150 or a family deductible of $450. Notwithstanding any provision herein, this section shall become null and void and have no force or effect ("sunset") upon the expiration date of this Agreement.

4. However, any employee enrolled in any HMO health plan on January 1, 1985 and thereafter shall pay the excess cost, if any, between the premium (individual, family as applicable) for such HMO plan and the premium for the District's Health Plan, currently Suffolk School Employees Health Plan (SSEHP).
a. There shall be a lifetime cap on benefits of $2 million per employee. Notwithstanding any provision herein, this section shall become null and void and have no force or effect (“sunset”) upon the expiration date of this Agreement.

5. The District may replace the present health insurance plan with insurance coverage substantially equal to the coverage offered under the District’s Insurance Plan in effect at the time the change is made, provided it does so for the other professional employee units. At least three (3) months prior to such change, the District shall meet with a committee of the ASPN to consult regarding the contemplated change.

6. Any nurse may waive the right to be covered by health insurance and relieve the District of any obligation for paying premiums on the nurse’s behalf. Any nurse who so waives the right to be covered will receive $1000 payable at $500 twice in a calendar year. Such waivers may be renewed annually upon proper written application submitted by the nurse no later than June 30. If, for any reason, a person must rejoin the health plan during the school year, that individual may apply to do so and will not receive any payment for any portion of the premiums.

7. The ASPN hereby waives its right, on its behalf and on behalf of any covered employee, to challenge or object in any administrative or judicial forum, to (1) the District’s change of health insurance plans that became effective January 1, 2007, and/or (2) the coverage and/or benefits of that new plan.

B. Dental Insurance - The District will provide individual and family dental coverage.

   For the length of this contract, the District shall pay 90% of the premiums of the dental plan currently provided to certified employees or a substantially equivalent plan, and nurses shall pay 10% of the premiums, unless the nurse elects not to have such coverage.

C. Life Insurance – Each full time nurse shall be provided a term life insurance policy in the amount of $25,000.

ARTICLE XIII - WORKERS’ COMPENSATION

Any employee injured on the job and, therefore, qualifying for Workers’ Compensation, shall be eligible for "extended salary", after his/her sick leave account is exhausted.

The "extended salary" shall consist of a salary amount representing the difference between his/her full salary at the time of the injury and any other salary benefit to which the employee is entitled as the result of her/his employment, e.g. Long Term Disability Benefits (including any benefits which are offsets to the Long Term Disability Policy), and Workers’ Compensation payments. The "extended salary" benefit shall terminate upon the employee’s retirement from the District.

The "extended salary" benefit will be provided for a period of time not to exceed the equivalent of 10% of the total number of weeks the employee has been employed by the District up to a maximum of ten (10) months.
The employee's physician must provide proof of Medical Disability on a continual basis in order to maintain eligibility for "extended salary," subject to usual review by the District's Claims Administrators. Unless the employee has retired from the District prior to the issuance of a Worker's Compensation award in his/her favor, upon receipt by the District of the Notice of Decision by the Workers' Compensation Board, the District will reinstate sick leave days to the credit of the employee on the basis of the award to the District, less the amount of "extended salary" benefit provided. The amount of the award after the foregoing subtraction is divided by the employee's daily rate of pay to establish the total number of days to be re-credited to the employee's sick leave account. If the "extended salary" benefit has exceeded the "award to the District," the employee shall reimburse the District for any excess advance, unless the employee has previously retired from the District.

**ARTICLE XIV - UNIFORMS**

Nurses will always be in uniform while on duty.

**ARTICLE XV - PROFESSIONAL DEVELOPMENT**

A fund of $6,000 will be set aside in the annual budget for the payment of courses, conferences and seminars for members of the Association. Individual attendance at said courses, conferences and seminars shall not be dependent on the availability of substitute nurses.

Smithtown Nurses shall be allowed to participate in any workshops and/or seminars sponsored by the Superintendent, District, and/or Smithtown Teachers' Association when such workshops and/or seminars are applicable to the role of the school nurse and receive approval from the Superintendent or his/her designee. The rate for attending shall be in accordance with the Professional Development Guidelines.

Similarly the workshop rate for instruction, and/or preparation at a paid Smithtown Central School District workshop or seminar shall commensurate with prevailing District practice. Such workshops/seminars must be held outside of regular working hours.

**ARTICLE XVI - COMPENSATION**

All members of the ASPN shall be paid according to the salary schedule in Appendix B (attached). All full-time substitute nurses (nurse hired for a full year beginning in Sept. in place of a nurse on leave) on an annual contract to be paid according to Step E (Entry). Should such full-time substitute nurses be awarded a probationary appointment, they will continue to be paid in that first year of the probationary appointment on Step E. For all other nurses holding permanent appointments advancement on the salary schedule is contingent upon completion of 92 days or more of service in the prior school year.

Any employee who has been paid on Step 18 for one (1) full year shall receive a stipend of $600.00 for the following year and continuing annually thereafter. Part-time employees shall be paid this stipend on a pro-rated basis of time worked. The payment of this stipend shall not be included in employees' base salary. This payment shall be made in equal amounts in each payroll period.
Effective 7/1/08, all employees shall be paid $625.00 per year as a professional stipend. This payment shall be made in equal amounts in each payroll period. Part-time employees shall be paid this stipend on a pro-rated basis based on time worked.

The parties agree that the above annual professional stipend payment will be considered regular annual salary, but will not be included in the employee's base salary.

For the 2008-2009 school year, this provision (professional stipend) shall not apply to any employee who has been paid a uniform allowance pursuant to the terms of the prior contractual provision.

Nurses who perform prior scheduled work beyond the regular seven (7) hour day or five (5) days work week will be compensated at one and one-half (1 1/2) their hourly rate.

Nurses who perform summer work beyond the 185 days shall be compensated at an hourly rate based on their current salary.

The District shall provide a one-time payment of $150 for the attainment of an Associate Degree. The District shall provide a one-time monetary acknowledgement of $300 for the attainment of a B.A./B.S. degree and a one-time monetary acknowledgement of $500 for the attainment of a M.A./M.S. degree. This provision shall be retroactive to the date of the awarding of the degree and shall apply to all current and future nurses. Payment will be made after the Personnel Office has received an official college transcript or official diploma with a raised seal.

Each nurse shall have the option of selecting either a ten (10) month or twelve (12) month plan for the payment of contract salary.

ARTICLE XVII - TERM OF AGREEMENT

This agreement shall be effective as of July 1, 2007 and shall continue in effect until June 30, 2011.

ARTICLE XVIII - FLEX BENEFITS

The District shall provide nurses with a Flex Benefits Plan to be implemented by March 1, 1996.

ARTICLE XIX - TRANSFERS, VACANCIES & EXCESSING

Section 1 - Transfers

When a nurse desires a transfer to another building assignment, such request must be submitted in writing before April 15th to the Superintendent of Schools or his/her designee, unless the assignment being vacated is not posted until after that deadline. In that case, the request must be submitted within 10 days of the posting. Such a request shall include the school or schools to which he/she desires to be transferred in order of preference. The Superintendent of Schools shall acknowledge the receipt of the request for transfer within thirty (30) days. Every effort will be made to notify the nurse by the end of the school year as to the status of that transfer request. When the District needs to transfer a nurse to another building assignment, every effort will be made to notify him/her of this transfer by the end of the school year prior to the transfer.
A. Request for Transfer:

Seniority shall be a factor in honoring an employee’s transfer request, provided that the requested transfer or reassignment does not conflict with the District’s health services program or the best interests of the affected schools.

B. Involuntary Transfer:

Seniority shall be a factor in determining building assignments or involuntary transfers, provided that such assignment or involuntary transfer does not conflict with the District’s health services program or the best interests of the affected schools.

Section 2 - Vacancies

All vacancies shall be adequately publicized, which shall mean that as a minimum, the District shall post a notice in every school and forward the notice to the ASPN President clearly setting forth the following: brief description of the position; qualifications required for the position; explanation of how and where application is to be made; time limit of no less than fourteen (14) calendar days to submit an application. Such notice shall be posted as far in advance as possible, and shall remain posted for at least fourteen (14) days before the final date application must be submitted.

Section 3 - Excessing

When it is necessary to excess a nurse, the least senior nurse shall be excessed.

If an excessed nurse, who was employed in the year immediately preceding the date excessed, is recalled or reemployed by the District as a nurse, that nurse shall advance to the next step on the salary schedule provided that nurse actually provided 92 days or more of service during that prior school year.

Excessed nurses who are recalled or reemployed by the District shall be permitted to retain their accumulated sick leave and shall accrue additional sick leave time in the same manner as other nurses employed by the District.

ARTICLE XX - CONNECT COMMITTEE

A committee of members of the A.S.P.N. and the District representatives will be established to discuss issues of concern that are not contractual in nature.

ARTICLE XXI - COMPLAINT PROCEDURE

Any formal complaint against a nurse to the District originating from an individual or individuals outside the supervisory chain of command that seeks action which would be adverse to that nurse’s professional standing or reputation shall be brought to the attention of the nurse as soon as possible. The nurse shall have the right to a subsequent conference if such conference can be arranged with the complainant present. If such conference cannot be arranged with the complainant present, no action shall be taken against the nurse based solely on any such formal complaint. If the conference can be mutually agreed upon, the nurse shall have the right to have present at such a conference a representative of the Association provided the Association chooses to become so involved.
A nurse having been reprimanded, warned, or disciplined by an individual within his/her evaluative or supervisory chains of command for any alleged infraction of rules, policies, practices, or delinquency in his/her professional performance shall have the right to a subsequent conference. At the conference he/she shall have the right to have present a representative of the Association, provided the Association chooses to become so involved and provided the conference is not based upon formal, written evaluative reports. Such conference shall be held at a time and place mutually agreed upon by all parties.

Spontaneous reprimands, warnings, or disciplinary action for any alleged infractions should be not made in the presence of students or district personnel and shall be accompanied by an oral explanation of the basis of such action.

ARTICLE XXII - 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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ASSOCIATION OF SMITHTOWN
PROFESSIONAL NURSES

By: 

Elizabeth Chitkara
President

6/5/09

SMITHTOWN CENTRAL
SCHOOL DISTRICT

By: 

Edward L. Ehmann
Superintendent of Schools

RATIFIED BY: A.S.P.N. on 1/26/09
BOARD OF EDUCATION on 1/27/09
PAYROLL DUES DEDUCTION FORM - ASPN MEMBERSHIP

TO: The Board of Education of the Smithtown Central School District

FROM: Please Print

I hereby authorize you, in accordance with the arrangements that may be agreed upon between you and the Association of Smithtown Professional Nurses to deduct from my salary and transmit to said Association annual membership dues as certified by said Association. Said dues shall be deducted in equal installments from my by-weekly salary payments during each of my employment years.

I hereby waive all right and claim to said moneys so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefor.

I revoke any and all instruments heretofore made by me for any deduction of dues from my salary.

This authority shall remain in full force and effect for all purposes while I am employed in the Smithtown Central School District or until revoked by me in writing and such revocation shall take effect after all installments of the dues for the then current year have been paid.

Signature

Date

Date of Hire: Address

Work Site:

Title: Registered Nurse Telephone:
### Appendix B

**SALARY SCHEDULES**

**SMITHTOWN CSD**

**NURSES' SALARY SCHEDULE - FINAL**

**CONTRACT 2007-08 TO 2010-11**

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