

**A G R E E M E N T**

**BETWEEN**

**THE ARLINGTON CENTRAL SCHOOL DISTRICT**

**AND**

**THE NEW YORK STATE NURSES ASSOCIATION**

**JULY 1, 2007 - JUNE 30, 2011**

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**AGREEMENT** made as of the 1st day of July, 2007 between the **ARLINGTON CENTRAL SCHOOL DISTRICT** (hereinafter referred to as the "District") and the **NEW YORK STATE NURSES ASSOCIATION** (hereinafter referred to as the "Association").

### **PREAMBLE**

The District and the Association recognize that assistance in attaining the objectives of the school health program is immeasurably afforded when mutual understandings, cooperation, and effective communications exist between the District and its employees covered by this Agreement, the Registered Professional Nurses.

### **ARTICLE 1 - DEFINITIONS**

1.1 "Association" refers to the New York State Nurses Association.

1.2 "Board" refers to the Board of Education of the School District, sometimes referred to as the "School District".

1.3 "Chief Executive Officer" refers to the Superintendent of Schools of the Arlington Central School District, sometimes also referred to as "Superintendent" and "Chief Administrative Officer".

1.4 "District" refers to the Arlington Central School District.

1.5 "Unit" refers to the negotiating unit recognized by the District under Article 2 of this Agreement.

### **ARTICLE 2 - RECOGNITION**

2.1 The District recognizes the Association as the exclusive representative of all regular full-time and regular part-time employees, licensed or otherwise duly authorized to practice in New York State as a registered professional nurse employed by the District in the title School Nurse, excluding all managerial, confidential, supervisory employees, as defined by the Public Employees Fair Employment Act (Article 14, Civil Service Law), watchmen, guards and all other employees, for the purpose of collective negotiations with respect to hours, wages and terms and conditions of employment and in the settlement of grievances and for all other legal purposes under the laws of the State of New York.

### **ARTICLE 3 - DEDUCTION OF ASSOCIATION DUES**

3.1 An employee, after thirty (30) working days, desiring to become a member of the Association, may execute a written authorization in the form annexed hereto as Appendix "B". Upon receipt of such an authorization from an employee, the District shall, pursuant to such authorization, deduct from the wages due the employee each pay period and remit to the Association the dues fixed by the Association. The Association annual dues, plus any

Association fee for payroll deduction, shall be divided by twenty-one (21) pay periods to arrive at the correct amount to be deducted from each nurse per pay period. The District shall be relieved from making such "check-off" deductions upon: (a) termination of employment, (b) transfer to a title other than one covered by the unit, (c) lay-off from work, (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or its applicable law.

3.2 Within seven (7) days after a pay period, the District shall remit to the Association, all deductions for dues deducted from the wages of employees for the preceding pay period, together with a list of all employees' names, addresses and social security numbers from whom dues have been deducted.

#### **ARTICLE 4 - DEDUCTION OF AGENCY SHOP FEE**

4.1 The District will, for each employee who does not authorize the District to deduct Association dues under Article 3 or who otherwise has been designated by the Association as being a member in good standing, deduct from the wages due such employee, in any pay period, an agency shop fee equal to the regular dues fixed by the Association, plus any Association fees for dues deduction service. The District will, within seven (7) days after a pay period, remit these monies to the Association, together with a list of all employees' names, addresses and social security numbers from whom these fees have been deducted. The Association annual dues, plus any Association fee for dues deduction service, shall be divided by twenty-one (21) pay periods to arrive at the correct amount to be deducted from each nurse per pay period for agency shop.

4.2 Each agency shop fee deduction will continue in force and effect until revoked by (a) an employee's written and signed direction under Article 3 to deduct Association dues from the employee's wages or shows evidence of having otherwise become a member of the Association, (b) termination of such employee's employment, (c) transfer to a title other than one covered by the unit, (d) lay-off from work, or (e) an agreed leave of absence.

4.3 The District shall not be obligated to make agency shop fee deductions of any kind from any employee who, during any pay period, shall have failed to receive sufficient wages equal to the agency shop fee.

#### **ARTICLE 5 - ASSOCIATION REPRESENTATIVES**

5.1 The Association will designate three (3) employees as local representatives and authorize these employees to deal with the District about employment conditions and the adjustment of problems arising under this Agreement. The Association will notify the District of these representatives' designation and authority, as well as any change in either. These representatives shall be allowed time during school hours, with the prior approval of the affected principal or immediate supervisor, to perform grievance and contract administration duties.

5.2 By pre-arrangement with the District, duly authorized general representatives of the Association may visit the District's premises to discharge Association duties as a collective negotiating representative.

#### **ARTICLE 6 - ASSOCIATION USE OF FACILITIES**

6.1 Upon twenty-four (24) hours notice to the principal of the building in question, the Association may use school buildings at reasonable times of any day or evening for meetings, without cost, provided such use does not conflict with previously scheduled school events.

6.2 The Association may use the inter-school mail service and employee mailboxes for the purpose of communicating with employees in the bargaining unit. The Association shall be permitted to use District photocopying equipment for Association document reproduction, provided that the Association provides or replenishes the photocopying paper.

#### **ARTICLE 7 - LABOR-MANAGEMENT MEETINGS**

7.1 Unless otherwise agreed, the District and the Association will meet at least four (4) times each year, at mutually agreed upon times, to consider employment conditions and to discuss and attempt to resolve problems of common concern. At least two (2) meetings will be conducted during the regular workday. Should a Central Office administrator with direct responsibility for the nurses attend a local bargaining unit meeting of the nurses with a representative of the New York State Nurses' Association in attendance, such attendance will reduce the number of Labor-Management meetings by one, with a maximum of two Labor-Management meetings being reduced for such a reason. The remaining two Labor-Management meetings would be conducted during the regular workday.

#### **ARTICLE 8 - PROFESSIONAL DEVELOPMENT**

8.1 Workshops, Seminars, Conferences: The District shall pay the reasonable expenses, including fees, meals, lodging and transportation incurred by registered professional nurses who attend workshops, seminars, conferences or other professional improvement sessions which have had the prior approval of the District, within forty-five (45) calendar days after submission of voucher claims. In addition, a nurse may, with the prior approval of the appropriate principal and Superintendent, attend such professional improvement sessions at his/her own expense. The Board shall pay each registered professional nurse his/her regular wage while absent in connection with attendance at such professional sessions and shall also pay all substitutes' wages thus necessitated. The activities referenced above must be of demonstrable value to the District.

8.2 Tuition Reimbursement: The School District shall reimburse bargaining unit members for coursework towards a BA or BS and/or a MA or MS in nursing at the rate of \$150 per credit for satisfactorily completed courses with a grade of "B" or better, which have been previously approved by the Superintendent of Schools. Reimbursement shall be made within

sixty (60) days of presentation of the final grade to the District. Online and distance learning courses at a New York State (SED) registered and approved college or university will be treated in the same manner as courses attended at a college or university. The maximum payment for each member of the unit for any work year (July 1-June 30) will not exceed \$900.

The District shall reimburse bargaining unit members for continuing education courses in the field of nursing, which have been previously approved by the Superintendent of Schools, at the rate of \$75 per CEU credit, or the actual cost of the continuing education course, whichever is the lesser amount. One CEU credit = 10 contact hours of participation in an organized continuing education experience under responsible, qualified direction and instruction. Online and distance learning continuing education courses will be treated in the same manner as continuing education courses provided on physical sites within or outside the District. The maximum payment for each member of the unit for continuing education courses for any work year will not exceed \$450.

Notwithstanding the above, the maximum payment for tuition reimbursement to any unit member in any one work year will not exceed \$900.

8.3 Association Conventions: The District agrees to grant time off without charge to accumulated leave credits, with pay, for Association delegates to attend the Association Conventions, or other bodies with which the Association is affiliated, but not more than three (3) days in the aggregate per calendar year.

8.4 Orientation: The School District will provide up to thirty (30) minutes paid time for new hires to receive NYSNA Orientation within the first six (6) months of employment at a time when students are not in attendance, within the regular work day.

8.5 Staff Development: The School District will provide an organized orientation program for all new hires. This program will be designed by the Assistant Superintendent for Pupil Personnel Services or his/her designee in consultation with two (2) representatives of the Arlington Nurses Association Orientation Committee. Nurses participating in the design or implementation of this program will be paid the hourly rate if such hours are beyond the regular work day.

## **ARTICLE 9 - PRIOR EXPERIENCE CREDIT**

9.1 Effective July 1, 2004, any new hire shall be hired at Step 3 of the Salary Schedule as enumerated in Article 23 of this agreement regardless of their prior experience. Incumbent employees who are currently at either Step 1 or Step 2 of the Salary Schedule shall be placed into Step 3 as of July 1, 2004.

9.2 Effective July 1, 2007, any rehired registered nurse, i.e., an individual with prior experience as a nurse in the Arlington Central School District, will be placed on the salary schedule at the step that yields a salary next higher than the scheduled salary earned when the registered nurse left the District. A rehire after a break in service will result in the loss of any prior accrued longevity.

## **ARTICLE 10 - EMPLOYEE STATUS**

10.1 A regular full-time employee is an employee covered by this Agreement who is employed on a full-time basis to work the adopted school calendar.

10.2 All other employees covered by this Agreement shall be considered part-time employees. Part-time employees shall be entitled to the benefits of this Agreement on a pro-rated basis, unless otherwise specified in the provisions of this Agreement.

10.3 It is understood between the parties that part-time employees are eligible to receive pro-rated District contributions to the ATA Welfare Trust Fund. Payments for part-time nurses who opt into the ATA Welfare Trust Fund shall be made to the ATA Welfare Trust Fund by the District, and the part-time nurses' pro-rated contributions shall be deducted on a payroll deduction from salary.

## **ARTICLE 11 - SENIORITY**

11.1 Seniority is defined as the length of time an employee has been continuously employed by the District in the job classification of registered nurse. Seniority shall be measured from the date of employment and shall terminate upon voluntary quit, discharge for cause, or lay-off for a period in excess of one (1) year.

11.2 In the event of a lay-off, employees shall be laid-off based upon the inverse order of seniority, with part-time employees laid-off before any of the full-time employees. Once laid-off, employees shall be subject to recall for a one-year period of time; provided, however, that failure to return to work within three (3) working days after call by certified mail to the employee's last known address, shall be viewed as a voluntary quit.

11.3 Recall shall occur in the reverse order of the lay-off.

11.4 Each year, in September, the District shall furnish the Association with an updated seniority list and periodically, upon demand, such list shall be updated.

## **ARTICLE 12 - JOB POSTING**

12.1 In the event a vacancy or newly created position is opened within the School District calling for a Registered Nurse, employees within the bargaining unit shall have first opportunity to apply for such position, opening or assignment. The Employer shall post a notice of said vacancy, position or assignment in a place and manner that will reasonably ensure employee knowledge of such posting. In filling such vacancies, if current unit member(s) apply, seniority shall be considered, along with other factors, and shall be the determining factor if all other factors are equal. However, seniority application shall not result in more than one lateral move due to any one original vacancy, unless the parties agree otherwise.

### **ARTICLE 13 - TRANSPORTATION**

13.1 In arranging schedules for nurses who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such nurses shall be notified of any change in their schedules as soon as practicable. All nurses who are required to travel in connection with their duties shall be paid mileage at the then current Internal Revenue Service rate.

### **ARTICLE 14 - NURSE PROTECTION**

14.1 Assault: Nurses shall immediately report all cases of assault sustained by them in connection with their employment to their principal, in writing. Said report shall be forwarded to the Board, and the Board and the Administration shall comply with any reasonable request of the nurse for information in its possession relating to the incident or the persons involved and shall act in appropriate ways as a liaison between the nurse, the police and the courts.

14.2 Vandalism: If a nurse's vehicle is vandalized while on school property and the damage to that vehicle exceeds two hundred dollars (\$200.00), the District shall compensate that nurse for such vandalism up to two hundred dollars (\$200.00), provided that the nurse first files a police report and a claim against his or her insurance carrier. The nurse must carry appropriate insurance against which such claim shall first be made.

### **ARTICLE 15 - NURSING HOURS**

15.1 Length of Work Day: The nurses' regular work day shall correspond to the hours of work of the teachers' work day in the building to which the nurse is assigned.

15.2 Length of Work Year: The length of work year for regular full-time employees in the bargaining unit shall be the adopted school calendar.

15.3 Other activities: Bargaining unit members shall, as required by the building principal, attend faculty meetings, one (1) open house and one (1) other evening activity each school year, as part of professional responsibilities. In lieu of a faculty meeting, the nurse will attend a nurses' department meeting, if scheduled, under the direction of the Central Office Administrator responsible for the nurses, with a limit of up to four (4) department meetings each year.

Bargaining unit members are recognized as members of the District's professional staff, and it may from time to time be necessary for a nurse to attend to professional responsibilities of an emergency nature beyond the regular school day. Should such an emergency extend beyond thirty (30) minutes past the end of the school day, the nurse will be remunerated at the rate noted below for the first one-half (1/2) hour and every hour thereafter.

Nurses may individually volunteer to participate on District or school level committees that meet outside the regular work day without compensation.

15.4 Lunch Period: All elementary school nurses shall have a thirty (30) minute duty-free lunch period each day and all secondary school nurses shall have a duty-free lunch period as long as the students' lunch period each day, but in no event less than thirty (30) minutes in length.

15.5 Assignments Beyond the Normal Work Day and/or Work Year: Assignments that are District directed, that is, whether required or otherwise authorized by the Principal or other supervisor, which school nurses attend, and occur beyond the normal work day and/or work year, shall be compensated at the rate of:

Effective July 1, 2007	2007-08 School Year	\$28/hour
Effective July 1, 2008	2008-09 School Year	\$30/hour
Effective July 1, 2009	2009-10 School Year	\$30/hour
Effective July 1, 2010	2010-11 School Year	\$32/hour

Such assignments beyond the work day or work year, authorized by the Principal or District supervisor, shall include, but not be limited to, CSE meetings, impartial hearing assignments, safety committees, the Section 504 committee, additional open houses, summer work or other evening meetings or events at which a nurse's attendance is required.

A nurse who participates in a field trip and who is present for the purpose of being available for any medical requirements, will be remunerated at the above rates only if the field trip returns to the home school more than thirty (30) minutes beyond the end of the regular work day and be remunerated for that thirty (30) minutes and each hour thereafter. A nurse who volunteers to participate in a field trip and whose professional services are not a requirement of the trip will not be remunerated.

Field trips for which a nurse is asked to be available for medical services will be remunerated for a maximum of up to five (5) hours of time at the above rates, based upon the actual time of the trip beyond the regular work day. Multi-day class trips during the work week on which a nurse is available for medical requirements will be remunerated for a maximum of up to five (5) hours each day of the trip, based upon the actual time of the nurse's presence beyond the regular work day.

Field trips that occur during a weekend or holiday will be remunerated based upon the following stipends.

Up to four (4) hours	\$120
Between five (5) and ten (10) hours	\$240
Between eleven (11) and twenty-four (24) hours	\$360
Between twenty-five (25) and forty-eight (48) hours	\$500

## **ARTICLE 16 - EVALUATION, RECORDS AND COMPLAINTS**

### **16.1 Evaluation**

16.1.1 Nurses shall be evaluated once per school year. Any nurse adversely evaluated may be evaluated more than once per school year. Evaluations shall not take place during the last two (2) weeks in June and the first two (2) weeks in September.

16.1.2 Unit members shall be advised of the District's evaluation program and the Association shall be given a right of input regarding the evaluation criteria to be utilized.

16.1.3 An evaluation form shall be distributed to all unit members and to the Association prior to being utilized.

16.1.4 Under no circumstances shall members of this bargaining unit be involved in the process of evaluating their colleagues.

16.1.5 A written report shall be made of each evaluation which is to be placed in the unit member's personnel record. A copy of every such report shall be furnished to the nurse involved within ten (10) school days of such evaluation, and within ten (10) school days after the delivery of a copy of such report to the nurse, a conference shall be held between the evaluator and the nurse to discuss such report, unless such conference is mutually dispensed with in writing. Under ordinary circumstances, no evaluation report shall be submitted to the central administration unless either such conference is held or an agreement to dispense with such conference is set forth in writing.

### **16.2 Records**

16.2.1 No material derogatory to a nurse's conduct, service, character or personality shall be placed in his/her personnel file unless the nurse has had an opportunity to review the material. The nurse shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The nurse shall also have the right to submit a written answer to such material and the answer by the nurse shall be reviewed by the Superintendent and attached to the file copy. Failure by the nurse to respond in writing shall not be viewed as acceptance of the allegation(s) by the nurse involved.

16.2.2 Administrators are encouraged to place appropriate evaluative information of a positive nature in the nurse's file. Some such material may include, but shall not be limited to, materials indicating special competence, achievements, performances or contributions of an academic or professional nature. Upon receipt of commendations, the same shall be copied and given to the nurse involved whether or not the same is placed in the personnel file.

16.2.3 There shall be only two (2) personnel files maintained regarding each nurse (at the home base school and at the central files), and nurses shall have the unrestricted right, upon request, to review the contents of their personnel files and to make copies of any documents therein. A nurse shall be entitled to have a representative of the Association accompany him/her during such review, or may give written permission for an Association representative to review such files and request copies of any documents therein in the absence of the nurse involved. It is understood that the nurse will not have access to any confidential recommendations received from sources outside of the school system at the time of appointment as a nurse. It is further understood that only those District personnel who have an official right and reason for doing so, may inspect a nurse's personnel file and such file shall be open to public inspection, only upon specific written consent by the nurse or to the extent required by law.

16.3 Parent/Guardian: Student Official Complaints

16.3.1 All official complaints by students, parents or guardians which are directed toward a nurse shall be called to the attention of the nurse involved within a reasonable period of time. The nurse shall be given the opportunity to reply to the allegation(s).

16.3.2 The nurse may request a meeting with the supervisor and accuser(s) regarding contents of any official complaint. Should this request for a meeting be denied by either the supervisor or accuser(s), this shall be noted in writing and placed in the nurse's personnel file.

**ARTICLE 17 - DISCIPLINE**

17.1 Any post-probationary nurse will be suspended or otherwise disciplined or discharged only for just cause and shall be entitled to the protection set forth in Section 75 of the Civil Service Law. Such proceeding shall be the exclusive disciplinary proceeding and the hearing officer shall be Janet Spencer, or any other hearing officer mutually agreed to by the District and the Association. For the purposes of this Agreement, Section 75 will cover any and all post-probationary nurses.

**ARTICLE 18 - SICK LEAVE AND OTHER UNPLANNED LEAVES**

18.1 Sick Leave Entitlement And Amount: Unit members shall be entitled to fifteen (15) working days each year for leave because of personal illness and for the illness or death of concern to the staff member. Sick days not used in one year may be accumulated to an unlimited number of days at the rate of fifteen (15) days per year.

18.2 Sick Leave Bank: Negotiating unit members may continue to participate in the sick leave bank as heretofore.

18.3 Sick Leave Conversion: Retiring unit members who are at least 55 years of age shall be entitled to receive, at their last year's daily salary rate, payment for all accumulated sick

leave days in excess of sixty (60) days. However, the total pay to any unit member shall not exceed five thousand dollars (\$5000) effective with retirements announced after July 1, 2008.

The total pay to any unit member shall not exceed five thousand five hundred dollars (\$5500) effective with retirements announced after July 1, 2010.

Unit members electing to retire and seek entitlement to this benefit shall notify the District of their irrevocable intent to retire at least six (6) months in advance of their retirement.

See Appendix A for Sick Leave Conversion For Retirees.

#### 18.4 Personal Leave

18.4.1 Unit members shall be entitled to up to two (2) days of paid leave during the school year for transacting or attending to urgent personal matters such as cannot be performed at a time other than during school hours. Except in extreme emergencies, the unit member shall give his/her appropriate principal and supervisor written notice of his/her intention of taking this leave, at least three (3) school days prior to the anticipated day of leave. The unit member shall include the reason for such leave as "personal leave". Such leave shall not be used to extend vacations or holidays.

18.4.2 Unit members may defer up to one (1) personal day per year into the following year. That day may be used for the same reasons as stated above. Any unused personal days in excess of the permitted accumulated three (3) personal leave days shall be accrued as additional sick leave.

18.5 Jury Duty: The District shall grant leave without loss of pay for jury duty. Nurses shall submit, in advance, a copy of the notice to appear to the District. Nurses will receive regular pay while on jury duty provided they submit proof of service. Unit members who are on-call for jury duty shall report to work unless called or until called while at work.

18.6 Military Leave: Military leave shall be granted to any nurse who enters the Armed Forces of the United States, and benefits which pertain thereto will be governed by the laws of the State of New York. Seniority shall continue to accrue as if the employee had continued to work for the District during such leave.

### **ARTICLE 19 - EXTENDED LEAVES OF ABSENCE**

19.1 Personal Leave Without Pay: A leave of absence without pay or increment may be granted at the discretion of the District in cases of special need and shall not be unreasonably denied.

## 19.2 Child Rearing Leave

19.2.1 Upon written application, a child rearing leave without pay shall be granted for a period not to exceed two (2) years. Such leave may be extended by the District upon request. Nurses requesting such leave shall give reasonable notice [ninety (90) days] to the District prior to the commencement of such leave. This notice shall include tentative commencement and termination of leave dates. Returns from such leave shall coincide with the beginning of a semester and the nurse shall give written notice of intent to return from leave or resignation at least sixty (60) days before the leave termination date. In the event of the death of the child, such nurse may return to service no later than at the beginning of the next semester, or at such other time as is mutually agreed upon between the nurse and the Superintendent.

19.2.2 Upon return from leave, a semester of salary credits shall be granted for each semester in which the nurse received pay, for at least one-half of the days in that semester of the year in which leave was taken, in determining placement on the salary schedule. All prior accumulated leave days shall be restored.

19.2.3 Child-rearing leave shall apply equally for the birth of an infant or the adoption of a child.

19.3 Resumption of Benefits After Leave: All benefit time to which a nurse was entitled at the time when the leave of absence commenced, including unused accumulated sick leave, shall be restored to the employee upon return to the workplace. The nurse shall be assigned to the same position which the nurse held at the time said leave commenced, if available, or, if not, to a substantially equivalent position. There shall be no salary credit for any leave of absence without pay. A nurse granted such leave shall notify the Superintendent of Schools, in writing, either by April 1st of the year prior to his/her return, or three (3) months prior to return, whichever is applicable, of intent to return to the District. Failure to so notify the Superintendent of Schools of intention to return shall constitute an "abandonment of position" by the nurse.

## **ARTICLE 20 - INSURANCE**

### 20.1 Health Insurance

20.1.1 Effective July 1, 2007, the School District shall pay ninety-two percent (92%) of the individual premium cost and ninety-two percent (92%) of the family premium cost for health insurance under the District's health insurance plan for unit members who are regularly employed to work twenty (20) or more hours per week. The Association agrees that the District may change health insurance plans, without a further requirement to negotiate such change, to a comparable plan. Part-time unit members shall be entitled to receive pro-rated health premium contributions commensurate with their percentage of full-time employment.

Effective July 1, 2008 and thereafter the following schedule of employee contributions toward the entire monthly premiums for both individual and family coverage will apply:

July 1, 2008	9.5%
July 1, 2009	11%
July 1, 2010	12.5%

20.1.2 The District shall implement a Section 125 Internal Revenue Code Premium Only Plan.

20.1.3 The District shall offer participation in the following health maintenance organizations to unit members, as referenced above, with the District contributing the cost of such plans up to the same dollar amounts as the District's contributions towards individual and family coverage under the District's health insurance plan:

MVP  
CDPHP

20.1.4 The District shall continue to reimburse for retirees, the Medicare, Part B deduction on a quarterly basis.

20.1.5 The District shall continue to offer a health insurance buyout option. On or before May 1 of each school year, existing unit members who are eligible for the District's standard health insurance benefits shall inform the Business Administrator of their decisions to opt out of the District's health insurance plan effective July 1. In return for opting out, the unit member shall receive a payment of \$2000 on or before October 15 from the District. Those unit members who are married to a spouse who is also employed by the District shall be entitled to individual health insurance coverage, if their spouse opts for individual coverage; or one-family coverage plus a \$2500 annual health insurance buy-out payable to the spouse covered as a dependent. On or before September 1 of each year, the unit member opting for a buy-out shall have the option to deposit the health insurance buy-out payment into a 403(b) or 457 Tax Deferred Annuity Plan available to the employee through the District.

- To be entitled to the payment referenced above, the unit member must produce, at the time of application for opting out, proof of health insurance coverage from another source.
- Re-entry shall be governed by the rules of the health insurance plan(s) provided for in this agreement. Re-entry shall be conditioned upon the unit member repaying on a prorated basis 1/12th of \$2,000 (1/12<sup>th</sup> of the \$2,500 for members who are married to a spouse in the District, as noted above) for each month remaining in the school year in question.

20.2 Dental-Welfare Benefit Trust: The District shall continue to provide each eligible participating member of the bargaining unit with the present dental insurance plan, or a plan that

is comparable to the present plan. Effective July 1, 2000, the District shall contribute to the Arlington Teachers' Association Welfare Trust Fund the total amount required for the annual costs of unit members' individual and/or family dental insurance coverage.

20.3 Life Insurance: Ten thousand dollars (\$10,000.00) of life insurance coverage shall be offered to each bargaining unit member with the District funding 50% of the premium costs and the unit member funding the other 50% of the premium costs.

20.4 Health Insurance and Retirement: Eligibility for (a) and (b) below will apply as follows: Effective July 1, 2007 and terminating on June 30, 2009 employees retiring from the District after five (5) years of continuous service; effective July 1, 2009 employees retiring from the District after ten (10) years of continuous service;

- (a) All remaining sick days after contractual payments detailed in this contract shall be converted to pay for family health insurance coverage, as long as it lasts. When that amount is used, the District will pay 35% and the retiree will pay 65% of such family premiums, for the life of the unit member.
- (b) Individual health insurance coverage shall be paid at 100% by the District for the life of the retired employee.

## **ARTICLE 21 - RETIREMENT PLAN**

21.1 Bargaining unit members are entitled to participate in the New York State Employees Retirement System under the District's plan (75I).

## **ARTICLE 22 - GRIEVANCES AND ARBITRATION PROCEDURE**

22.1 Scope: Except as otherwise provided in this Agreement, every grievance the Association and the employees it represents may have, arising from the application or interpretation of the terms of this Agreement, will be adjusted as stated in the following paragraphs.

22.2 Informal Discussion: An employee who has a complaint arising from application or interpretation of this Agreement, or otherwise, will present the claim within ten (10) school days after the occurrence of the facts on which the concern is based to the employee's immediate supervisor (school principal or program supervisor). The employee and the immediate supervisor will discuss and attempt to resolve this complaint within ten (10) school days after the claim is raised. An employee may elect to have a local representative present at this Step.

### 22.3 Procedure and Time Limits: Step One

22.3.1 If the complaint is not adjusted, or if the complaint involves a matter affecting more than one (1) employee, the Association, the employee or group of employees, will serve on a proper form provided by the Association, a complaint other than a monetary claim (i.e., a claim for compensation, holiday pay, vacation pay or any other benefit payable in money to or for an employee's benefit), on the Superintendent, within ten (10) school days after receipt of payment on which the claim is based. If no such notice is served in the time specified, the complaint will be barred. After a proper and timely notice is filed, the Superintendent, his/her designee and any employee or employees concerned, and an Association representative (to be designated by the Association), will discuss the complaint within ten (10) school days after receipt of such complaint. A written decision shall be rendered to the grievant and to the Association representative within ten (10) school days after discussion of the grievance.

22.3.2 In the case of a monetary claim, written notice shall be served on the Superintendent within thirty (30) days after the occurrence of the facts or knowledge thereof, on which the claim is based.

### 22.4 Procedure and Time Limits: Step Two

22.4.1 If the grievance is not adjusted in the time specified in Step One, the Association may appeal it to Step Two by written notice served on the Board of Education within ten (10) school days after the completion of the proceedings in Step One. The Board, or its designee, will discuss the grievance with the Association's local and general representatives, employee or employees within ten (10) school days after receipt of the appeal to Step Two. A written decision shall be rendered to the grievant and the Association within ten (10) school days after the discussion of the grievance.

### 22.5 Arbitration Procedure

22.5.1 If the grievance is not adjusted in Step Two, the Association may pursue the matter further. The grievance must be submitted, in writing, to the American Arbitration Association (AAA) and to the District within fifteen (15) school days after the receipt of the decision at Step Two. In any case, the Arbitrator's decision will be final and binding on the parties. However, the Arbitrator will have no power to add to, subtract from, or otherwise amend this Agreement. The fees and expenses of the Arbitrator will be shared equally by the parties. The then current AAA Voluntary Labor Arbitration Rules shall apply.

### 22.6 Time Limits

22.6.1 All time limits herein specified shall be deemed to be exclusive of Saturday, Sunday and holidays. Time limits may be extended by mutual agreement, in writing, between the parties. Failure to issue a timely written decision at any Step shall constitute a denial of the grievance at that Step.

**ARTICLE 23 – SALARY**

23.1 Salary Schedule:

<b>Step</b>	<b>07-08</b>	<b>08-09</b>	<b>09-10</b>	<b>10-11</b>
1	NA	NA	NA	NA
2	NA	NA	NA	NA
3	\$31,174	\$32,156	\$33,291	\$34,444
4	\$31,942	\$32,949	\$34,108	\$35,286
5	\$32,710	\$33,741	\$34,924	\$36,127
6	\$33,476	\$34,531	\$35,738	\$36,965
7	\$34,246	\$35,325	\$36,557	\$37,808
8	\$35,014	\$36,117	\$37,373	\$38,648
9	\$35,783	\$36,910	\$38,190	\$39,490
10	\$36,548	\$37,700	\$39,004	\$40,329
11	\$37,313	\$38,488	\$39,817	\$41,166

<b>Longevity:</b>	<b><u>07-08</u></b>	<b><u>08-09</u></b>	<b><u>09-10</u></b>	<b><u>10-11</u></b>
After 11 years	\$2,500	\$2,500	\$2,500	\$2,500
After 14 years	\$2,500	\$2,500	\$2,500	\$2,500
After 17 years	\$2,500	\$2,500	\$2,500	\$2,500

<b>Senior Step:</b>	<b><u>07-08</u></b>	<b><u>08-09</u></b>	<b><u>09-10</u></b>	<b><u>10-11</u></b>
S1 at 19 years	\$37,674	\$38,861	\$40,201	\$41,561
S2	\$38,035	\$39,234	\$40,585	\$41,957
S3	\$38,397	\$39,606	\$40,969	\$42,352
S4	\$38,758	\$39,979	\$41,353	\$42,748

23.2 Salary Step Placement: See Article 9.1

23.3 Salary Step Progression: Each employee will progress within the incremental step system provided in paragraph 23.1 July 1st of each year. Employees employed and working prior to January 31st of any school year will be eligible for step movement the following July 1st. Employees employed after February 1st shall not be eligible for step movement the following July 1st.

23.4 Longevity Steps: Effective July 1, 2004, employees who have completed eleven (11) years of service shall receive a longevity payment two thousand five hundred dollars (\$2,500) per year in each year thereafter. In addition, employees who have completed fourteen (14) years of service shall receive an additional longevity payment of two thousand five hundred dollars (\$2,500) per year (cumulative \$5,000 per year) in each year thereafter. Employees who have completed seventeen (17) years of service shall receive a third longevity payment of two thousand five hundred dollars (\$2,500) per year (cumulative \$7,500 per year) in each year thereafter.

23.5 Pay Periods: All nurses covered by this Agreement shall be paid every other Friday of the academic year. All such nurses shall have the option of being paid on a twelve (12) month or a ten (10) month basis. Nurses who choose the twelve (12) month option shall receive the balance of their salary in their final check in June.

23.6 Education Differential: Effective July 1, 2007, in addition to other compensation received as per the Collective Bargaining Agreement, the District will pay five hundred dollars (\$500) on an annualized basis to each nurse who holds or acquires a Bachelor's Degree. For a nurse who holds a Master's Degree, the District will pay that nurse eight hundred dollars (\$800) on an annualized basis. This differential shall apply to only one degree. Nurses who have and/or achieve more than one degree will not receive more than one differential. A part-time employee will receive a proportionate benefit under this section.

An employee who provides proof of his or her degree to the District by any September 1 or within sixty (60) days thereof, shall be paid the differential on an annualized basis effective that September 1. An employee who provides proof of his or her degree to the District by any February 1 or within sixty (60) days thereof, shall be paid the differential on an annualized basis effective that February 1.

#### **ARTICLE 24 - COPIES OF BOARD AGENDA AND MINUTES**

24.1 The Association's local representatives shall be provided with one (1) copy of minutes of official board meetings as soon as possible after such meetings. One (1) copy of the official agenda for each Board meeting, and any attached documents relevant to the bargaining unit and requested by the bargaining unit, shall be given to the Association's local representative as soon as possible prior to each Board meeting.

#### **ARTICLE 25 - COPIES OF BOARD POLICIES**

25.1 The Association shall be provided with one (1) copy of the District's policy manual and with one (1) copy of any changes or amendments thereto.

#### **ARTICLE 26 - COPIES OF AGREEMENT**

26.1 Copies of this Agreement shall be printed at Board expense and a copy given to each nurse, as well as six (6) copies to the Association.

## **ARTICLE 27 - SEPARABILITY**

27.1 This Agreement and its component provisions are subordinate to any present or future laws and regulations. If any federal or New York Law or regulations or the final decision of any federal or New York court or administrative agency affects any provision of this Agreement, each such provision will then be immediately subject to negotiations, but otherwise, this Agreement will not be affected.

## **ARTICLE 28 - AMENDMENT**

28.1 This Agreement may be amended or supplemented during the life of the Agreement, only by further written agreement executed by the parties. For the purpose of this Agreement only, any such negotiations shall be limited to those subjects agreed to by the parties prior to the commencement of such negotiations.

## **ARTICLE 29 - NOTICE TO PARTIES**

29.1 Any notice required to be served on the District under this Agreement will be mailed by certified or registered mail, to the District or so mailed, or delivered to such person as the District may designate by written notice served on the Association. Any notice required to be served on the Association under this Agreement will be mailed to the Association's Executive Director, by registered or certified mail, addressed to the Association's headquarters office; 11 Cornell Road, Latham, New York 12110-9530, or to such other person and at such address as the Association may designate by written notice served on the District. Such notices may be sent by fax, if previously agreed to by the parties.

## **ARTICLE 30 - LEGISLATIVE CLAUSE**

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

## **ARTICLE 31 - DURATION**

31.1 This Agreement, except as otherwise stated, will be effective as of 12:01 a.m. July 1, 2007 and will remain effective until 12:00 midnight June 30, 2011, and from year to year thereafter unless terminated as provided in Article 32.

**ARTICLE 32 - TERMINATION**

32.1 This Agreement may be terminated effective 12:01 a.m. July 1, 2011, by written notice from either party, delivered to the other no later than April 1, 2011, of intent to modify or terminate it, and may be terminated, effective 12:01 a.m. any subsequent July 1<sup>st</sup> by similar written notice delivered to the other party by no later than the preceding April 1<sup>st</sup>. Notice of intent to modify will be equivalent to notice of intent to terminate.

**THE NEW YORK STATE NURSES ASSOCIATION AND THE ARLINGTON  
CENTRAL SCHOOL DISTRICT HAVE RATIFIED THE ABOVE AGREEMENT AND  
SUCH RATIFICATION IS VERIFIED BY THE SIGNATURES APPEARING BELOW:**

**NEW YORK STATE NURSES  
ASSOCIATION**

**ARLINGTON CENTRAL SCHOOL  
DISTRICT**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SIDE LETTER**

**Non-Unit Sick Leave Bank**  
**SHAW & PERELSON, LLP**  
ATTORNEYS AT LAW

**DAVID S. SILAW** POUGHKEEPSIE OFFICE  
**STEPHEN A. PERSLSON** 2-4 AUSTIN COURT  
**MARGO L. MAY** POUGHKEEPSIE, NEW YORK 12603  
**JAY M. STEGEL** (914)486-4200  
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**MICHAEL K. LAMBERT** HIGHLAND OFFICE  
**LISA S. RUCK** 40 SOUTH ROBERTS ROAD  
**SUSAN G. WHITELEY** HIGHLAND, NEW YORK 12528  
(914) 691-5100  
**MARK C. RUSHFIELD** FAX (914) 691- 8246  
OF COUNSEL

November 9, 2000

New York State Nurses Association  
120 Wall Street, 23's Floor  
New York, New York 10005  
Att: Mr. Thomas W. Darby

Re: Arlington Central School District and the New York State Nurses Association

Dear Mr. Darby

Pursuant to Paragraph 5 of the Memorandum of Agreement that sets forth the terms of the 2000.2004 Collectively Negotiated Agreement between the District and the New York State Nurses Association, I am writing to provide the guidelines of the Arlington Central School District Non-Unit Sick Leave Bank (copy attached). These guidelines were last revised on December 7, 1992. As you know, pursuant to Article 18, Section 18.2, the Non-Unit Sick Leave Bank applies to members in the bargaining unit represented by the New York State Nurses Association.

Sincerely yours,

SHAW & PERELSON, LLP

BY: \_\_\_\_\_  
DAVID S. SHAW

DSS:ms

Enc.

cc: Ms. Barbara Donegan, Assistant Superintendent

I. Administration

- A. Two representatives designated by Non-Unit Sick Bank Members and one representative designated by the superintendent will administer the Bank.
- B. In the event of disagreement, the superintendent of Schools will render a decision.
- C. The Sick Leave Bank guidelines shall be the most recent guidelines developed by the Bank administrators.

II MEMBERSHIP: Eligibility and Procedures

- A. All Group A and B personnel, school nurses and full time teaching assistants who have completed one year of service as of October 1<sup>st</sup> and have 16 days of sick leave shall be eligible for membership in the Bank.
- B. Employees wishing to join the Bank shall be required to waive the right to use one (1) sick leave day in order to become a member.
- C. The District will catch the number of days subscribed by members.
- D. The days in the Sick Bank not used in any given year will be tarried over to the following year.
- E. Contributions of additional days to the bank shall not be required until the total reservoir of days in the Bank is exhausted.
- F. A two-week enrollment period will be determined annually, ordinarily neat the beginning of each school year. All eligible personnel will be given an opportunity to enroll as Bank members during the designate4 enrollment period

III PROCEDURES TO SECURE SICK BANK BENEFITS

- A. When his/her accumulated sick leave is depleted, a member may apply for benefits from *the* Sick Leave Bank.
- B. Only enrolled members of the Bank nay apply for benefits.
- C. No employee shall be eligible for benefits unless said employee shall have had 15 accumulated sick days for 12 month employees and 12 days for 10 month employees immediately prior to the absence which depletes his/her sick leave.
- D. To apply for benefits, a member shall furnish a letter, supported by a medical statement from his/her physician indicating the nature of the medical problem and the estimated number of leave days needed.
- E. Requests for Sick Leave Bank benefits shall be submitted to the 3usiness Administrator Upon receipt of such request, each of the co-administrators shall be informed of such a request; and they shall arrange to review the application at the earliest opportunity.
- F. Each request shall be reviewed individually, and there shall be monthly review of benefits already granted.

**APPENDIX B**

**NYSNA DUES ASSIGNMENT AND DEDUCTION AUTHORIZATION**

Name: \_\_\_\_\_  
(Please print) Last First Middle

Address: \_\_\_\_\_  
Street and number or post office box

City State Zip

Social Security Number \_\_\_\_\_

**THE NEW YORK STATE NURSES ASSOCIATION**

**DUES ASSIGNMENT AND DEDUCTION AUTHORIZATION**

Pursuant to applicable law, I assign the New York State Nurses Association from my compensation as an employee of

\_\_\_\_\_

(herein called "my employer") \$\_\_\_\_\_ (or such different amount as the Association may certify to my employer) per month, as membership dues in the Association and I authorize and direct my employer to withhold the sum from the first compensation due me each month and remit it to the Association by the 10th of the following month.

I submit this assignment and authorization with the understanding that it will be effective and irrevocable for a period of one year from this date, or up to the termination date of the current collective bargaining agreement between my employer and the Association, whichever occurs sooner.

This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above and each subsequent yearly period shall be similarly irrevocable unless revoked by me within the thirty-day period preceding expiration of such irrevocable period. Such revocation shall be effected by simultaneous written notice by registered or certified mail to my employer and the Association, which must be delivered within such thirty-day period.

This assignment and authorization are effective at once.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Employee Signature**

If you are represented for collective bargaining by NYSNA, please note: "You have a right to be or stay a non-member and pay an agency fee equivalent to dues. As a non-member, you are entitled to object to paying for activities unrelated to the Association's duties as a bargaining agent and to obtain a reduction of fees for such activities. Contact NYSNA for a copy of this procedure?"

APPENDIX A:

This Appendix explains the calculations required by Section 18.3:

**NEW YORK STATE NURSES ASSOCIATION**  
**SICK LEAVE CONVERSION FOR RETIREES**

Retiree Health Benefits:

- Individual coverage is paid in full by the District
- Family coverage-The retiree is responsible for 65% of the family portion of the premium for a family policy. (Family portion is the difference between the family premium and the individual premium of the plan subscribed to.)

Conversion of Unused Sick Days:

- If a retiree has given six months notice but has less than 60 sick days, he/she is not eligible for a maximum lump sum payment. This individual can opt to have these sick days converted to pay his/her health insurance premiums. The total amount available is calculated by multiplying the number of accumulated sick days by the final daily rate.
- The final daily rate is calculated by dividing the individual's final annual salary by 200 days.
- If a retiree gives six months notice AND has over 60 days of accumulated sick time, this individual qualifies for the maximum payment allowed per contract (Article 18.3).

Procedure for Calculation of Accumulated Sick Days for Payment:

- The daily rate is calculated
- The first 60 days are subtracted from the total number of accumulated sick days
- The remaining days are multiplied by  $\frac{1}{2}$  of the daily rate.
- The cash bonus is paid at that rate up to the maximum amount in the contract
- The unused sick day bonus is paid through payroll and in the final check
- The balance between the converted amount and the maximum total pay is multiplied by 2 to reach the full daily rate, which can be applied to family health insurance coverage.
- On a monthly basis, 65% of the family portion of the health insurance premium is subtracted from the dollars available for family health insurance conversion.
- When the amount has been exhausted, the retiree is given the option to continue family coverage by agreeing to pay 65% of the family portion of the cost of health insurance.

Example:

- Assume a \$30,000 salary and 175 accumulated sick days.
  1. \$30,000 divided by 200 days = a daily rate of \$150
  2. 175 days – 60 days = 100 days
  3. \$150 x .5 = \$75
  4. 100 days x \$75 = \$7500
  5. The maximum payment of \$4000 is paid to the retiree with the final paycheck.
  6. \$7500-\$4000=\$3500 x 2 = \$7000
  7. \$7000 + \$11,250 (the first 60 days x 150) = \$18,250, which is the total amount that can be applied to family health coverage.

Spouse Coverage:

- When the employee dies, the surviving spouse may continue in the plan, but is responsible for the payment of 100% of the premium.

A retiree with individual coverage would remain with the same coverage during retirement.

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