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2002-2005

**AGREEMENT BETWEEN THE  
SUPERINTENDENT OF THE  
JORDAN ELBRIDGE CENTRAL SCHOOL DISTRICT  
AND THE**

**JORDAN ELBRIDGE PROFESSIONAL NURSES' ASSOCIATION**

**RECEIVED**

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



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**ARTICLE I: AGREEMENT BETWEEN THE JORDAN ELBRIDGE  
CENTRAL SCHOOL DISTRICT AND THE JORDAN  
ELBRIDGE PROFESSIONAL NURSES' ASSOCIATION**

The Jordan Elbridge Board of Education recognizes the Jordan Elbridge Professional Nurses' Association as the exclusive bargaining agent for members of the school nurse staff.



**ARTICLE II: NEGOTIATIONS PROCEDURE****A. Negotiations of Written Agreements**

**Section 0** The employer shall enter into negotiations with each representative organization which has been recognized by the employer in accordance with procedures under Article 14 of the Civil Service Law, within 30 days subsequent to the date of such recognition, or at such later date as may be mutually agreed upon between the employer and the representative organization, for the purpose of negotiating a written agreement in respect of the terms and conditions of employment of the employees of the unit represented by such organization, and the settlement of their grievances.

**Section 1** Every negotiated agreement resulting from negotiations held pursuant to Section 0 of these procedures shall be dated and signed by the employer, in the same manner as other contracts on behalf of the employer are executed, and shall be signed for the representative organization by the authorized officers of such organization. The negotiated agreement shall specify the date on which such agreement shall take effect and the date when the same shall expire; provided, however, that the agreement may provide that the provisions thereof relating to the terms and conditions of employment for employees covered thereunder shall remain in full force and effect after the expiration date established in the agreement and until a new or different negotiated agreement has been entered into between the employer and the recognized employees organization representing the employees of the negotiating unit, but not for more than six months subsequent to the expiration date established in the negotiated agreement.

**Section 2** Each negotiated agreement shall apply equally to all employees included within the negotiating unit and all benefits and obligations thereof shall extend to and bind each employee without regard to whether or not he is a member in good standing of any employee organization, provided, however, that nothing herein shall be construed to mean that the representative organization negotiating the agreement is required to furnish counsel or assistance to any individual employee who has filed a personal grievance, in the administration or prosecution of such grievance, nor shall any negotiated agreement require that any such employee be represented by counsel, or that he accept assistance from the representative organization.

**Section 3** Each negotiated agreement may include any or all terms and conditions of employment with respect to the employees of the negotiating unit; and it may also include any procedures for the administration of grievances, provided that such procedures shall comply in all respects with the requirements of Article 16 of the General Municipal Law.

**Section 4** Each negotiated agreement shall remain in full force and effect for the entire term specified in such agreement, not to exceed two years subsequent to the budget submission date next succeeding the effective date of such agreement, and no modification, alteration, or change in the provisions thereof shall be effective until or unless both the employer and the recognized employee organization representing the employees of the unit shall agree thereto in a written agreement made and executed in the same manner and to the same extent as the agreement to be so modified or changed was made and executed; provided, however, that nothing contained in these bylaws shall be construed to authorize the public officers or public employees of the school district to avoid, surrender, or delegate any duties or responsibilities imposed upon them by law nor to require any employee or employee organization to surrender any rights or privileges guaranteed to them by law.

**Section 5** If the employer and the representative organization shall not have concluded an agreement at least 120 days prior to the end of the school district fiscal year, then either party shall request the Public Employees Relations Board to render such assistance as possible.

**Section 6** Each negotiated agreement may provide for arbitration of any or all disputes arising between the employer and the representative organization in respect of the meaning or application of the terms and conditions of the agreement and to provide that such arbitration procedures must be pursued as a condition precedent to the commencing of any action by proceeding before the Public Employees Relations Board or in a court of competent jurisdiction for the construction of the negotiated agreement; provided, however, that nothing contained therein shall be construed to authorize such arbitrators to supply or delete provisions in such agreement.

**B.      Procedural Matters**

1. In the event either party wishes to amend this agreement, notice must be given by December 1st during the final school year of the life of this agreement. Failure of a party to comply with this deadline shall prohibit said party from proposing amendments to the contract for that year. Negotiations concerning such proposed amendments shall proceed in accordance with the procedures listed in Article II A, section 0-6. Amendments resulting from such negotiations shall take effect the following July 1.
2. It is agreed that all items to be negotiated shall be submitted as a package and exchanged at the first meeting of the negotiating teams by the authorized representatives of the Jordan Elbridge Central School District and the Association.

3. It is further agreed that no single item to be negotiated will receive final agreement until the total package has been negotiated and is ready for final ratification by both parent bodies.
4. It is agreed that both parties shall exchange information and furnish each other, upon written request within a reasonable amount of time, fundamental information pertinent to the issue under consideration.
5. It is further agreed that the proceedings of negotiations prior to reaching agreement or impasse shall not be released for publication to the communication field unless such release has prior approval of both negotiating teams.
6. It is agreed that neither the Board of Education nor the Association will seek to amend any provision(s) of this agreement which result in any modification of this agreement prior to July 1, 2005.

C. **Conformity to Law**

1. **Saving Clause:** The terms of this contract shall not apply in any case where it is inconsistent with constitutional, statutory, or other legal provisions. If any provision of this agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgement or decree no appeal has been taken within the time provided for doing so, such provisions shall be modified forthwith by the parties hereto to the extent necessary to confirm thereto. In such case, all other provisions of this agreement shall remain in effect.

Under an amendment to the Taylor Law, passed in April 1969, by the Legislature, copies of Section 204-a must be furnished by June 1 (within 60 days after the effective date) to every public employee by the chief fiscal officer of each public employer.

A copy of the section also must be supplied to every new employee when he is hired. In addition, notice of this provision must be given by employee organizations to every member when written agreements come up for ratification, both in writing and verbally, at the ratification meeting.

C. Conformity to Law cont.

2. Taylor Law Clause; Section 204-a:

a. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement:

**"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."**

b. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.

c. Within sixty days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provision of this section.

**A. Individual Sick Leave**

Employees will be allowed one day sick leave per month of service on account of personal illness without loss of pay. Their annual allotment will be credited to their sick leave record on the first day of the school year on which they begin work. If not used, these days may accumulate to 200 days of sick leave.

Temporary disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and will be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment practices involving matters such as duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, reinstatement and payment under any health or temporary disability insurance or sick leave plan formal or informal shall be applied to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.

A doctor's certification may be required for any illness, sickness, or injury that require more than two consecutive days or time lost from the job. When requested, this certificate may be required before the employee is allowed to return to work. The School District may request verification from an employee for any period of absence subject to the provisions of this article.

In the event that the District has a reasonable basis to believe that a member of the negotiating unit is inappropriately using benefits contained in Section A, or that there is a need to verify the ability of a member of the negotiating unit to perform his or her duties, the employee can be required to obtain verification of absence from the school physician at school district cost or from the employee's physician at the employee's costs.

**B. Leave on Account of Sickness in Family**

Employees will be allowed up to eight (8) days of absence per year without loss of pay on account of serious illness in the immediate family (immediate family being defined as: son or daughter, husband or wife, mother, father, sister, brother, or person occupying the position of parent). Days of absence for sickness in the immediate family shall be deductible from the employee's accumulated days of sick leave.

**C. Leave on Account of Death in Family**

Employees will be allowed five (5) days of absence per year without loss of pay on account of death in the immediate family. Immediate family in this case being defined as husband, wife, mother, father, guardian, son, daughter, sister, brother, grandparent, grandchild, and in-laws in each of the above categories.

Employees will be allowed one day to attend the funeral for any of the members of the extended family. The extended family in this case being aunt, uncle, niece, nephew, cousin, and in-laws in each of the above categories.

Days of absence for death in the family shall not be deductible from employee's accumulated days of sick leave.

Additional leaves without loss of pay for extenuating circumstances relating to the death in the immediate family may also be granted by the Board of Education upon request.

**D. Leave Allowable for Court Attendance**

If an employee's presence is required for Court to serve as a juror on a regular school day or for other Court service, which is defined as being subpoenaed as a witness in a case where the person is not a party, the employee shall be excused for the period demanded by the Court without loss of pay. These days of absence are not to be deductible from the employee's accumulated days of sick leave. Any compensation received for such Court service shall be paid to the School District. Expense allowances received in connection with Court service shall not be construed as compensation.

Proof of the necessity of Court attendance shall be furnished the Board of Education through the Superintendent.

**E. Leave Allowable for Quarantine**

There shall be no loss of pay for absence of an employee for reasons of quarantine not due to the employee's personal illness. The number of days allowed for quarantine absence shall be the extent of said quarantine and these days are not to be deducted from the employee's sick leave.

**F. Personal Days**

Employees will be allowed up to two (2) days absence for personal leave in addition to the regularly allotted sick leave without financial loss.

Requests for personal business leave shall be made on special absence forms and are to be submitted to the building principal. Whenever possible, requests should be made a week in advance. Employees are to use their discretion in the use of these personal days, no reason for their use need be given. It is understood that these days will not be used for extending a vacation or holiday period; that is, the employee must work the day preceding and the day following the vacation. This personal leave is to be used for matters which cannot be scheduled outside of school hours.

Any request for leave of absence in excess of that hereto provided shall be evaluated by the building principal and the Superintendent with action by the Board of Education at the next regular meeting of the Board.

At the end of each school year, any unused personal days shall be added to the employee's cumulative sick leave total.

Personal days may not be used for social or recreational purposes.

**G. Leave Allowable on Account of Injury in the Performance of Duty**

Absence due to injury incurred in the performance of duty shall be allowed as follows:

- a. During the first year of service, absence shall be allowed up to one month. If worker's compensation applies, the school district will receive benefits while continuing to pay salary of the employee for one month. Thereafter, the employee will receive only worker's compensation benefits.
- b. After more than one year of service, absence shall be allowed up to six months. If workers' compensation applies, the school district will receive benefits while continuing to pay salary of the employee for six months. Thereafter, employee will receive only worker's compensation benefits.
- c. The Board of Education may at its discretion increase the amount of absence on this account.
- d. These days of absence are not to be deducted from the employee's accumulated days of sick leave.
- e. This leave will only apply if an employee is eligible for worker's compensation and the school district will actually receive the worker's compensation benefit.

**H. Leave Allowable for Attendance by Employees at Conferences, Meetings, etc.**

On the approval of the Superintendent, staff members may be allowed leave to attend one-day conferences, meetings, and "visiting days" without loss of pay. Requests must be approved by the building principal. Such day of absence is not deductible from the employee's accumulated days of sick leave. For conferences in excess of one school day, written request must be made to the Board of Education. The request must have the approval of the building principal and the Superintendent before submission to the Board of Education. Requests should be made at least one month in advance of the requested absence.



**A. Parental Leave**

An employee requesting parental leave shall notify the Superintendent in writing as soon as the decision to make this request has been made. The letter shall include the length of leave being sought as well as the probable date of its commencement.

The parental leave will be granted for not more than the balance of the school year in which the employee starts this leave, plus any part of an additional school year. Reasonable notice will be given by the employee of the date of intended return.

It is understood that staff members shall not be excluded from employment because of pregnancy; the district will not establish an arbitrary date for termination of parental leave; and the district will permit a pregnant employee to continue working as long as physically able to perform the duties of the position.

**B. Leave Allowable for Military Service**

**Civil Service Employees**

Under Section 242-243 of the Military Law, Civil Service Employees ordered into active military service, without their consent, or volunteering, are entitled to military leaves of absence for the duration of such military duty. An employee on such a leave is entitled to reinstatement to the position provided application for such reinstatement is made within ninety (90) days after the termination of military duty. Reinstatement will be at the discretion of the Board following a request for such reinstatement within one year after the termination of military duty.

Under Military Law, Section 243, all employees of school districts (whether serving on probation or tenure or under a contract) are entitled to leaves of absence while engaged in the performance of military duty and must be reinstated after the termination of such military duty provided application is made for reinstatement within ninety (90) days after termination of such military duty or any time during termination leave. Such employee may also be reinstated within one year at the discretion of the Board of Education.

Section 243 of the Military Law now defines the term "military duty" to exclude voluntary service in excess of four years performed after July 1, 1965; or the total of any voluntary service, additional or otherwise, in excess of four years performed after that day, except where such voluntary service is performed during a period of war or national emergency declared by the President.

**B. Leave Allowable for Military Service** cont.

**Civil Service Employees**

Employees absent on military duty are also entitled to participate in the retirement system by personally paying the amount which they would have contributed to the retirement system had their employment been continuous. Such payments may be made any time while in military service or within five years after the employee has returned to his position.

Upon termination of the military service and reinstatement in the position as stated above, the employee is entitled to the same rate of salary and rights and privileges with reference to promotion, transfer reinstatement or continuance in office, as would have been enjoyed had continuous employment been in effect. An employee who enters military service while on probation is entitled to credit for the period of military service as satisfactory probationary service. If the end of the probationary service, however, this does not have the effect of placing the employee on tenure.

If the position occupied by a public employee is abolished prior to the termination of military duty, the employee's name will be placed on a preferred eligible list and be appointed to the first vacancy in the same or a similar position in the school district.

As above indicated, the law does not provide for the mandatory payment of any salary during the period of absence for persons inducted into the armed forces under the selective service law. Such persons are entitled, however, to all the other benefits enumerated above. (Law Pamphlet II-State Education Department).

**Members of Organized Militia or Reserve Force**

Any employee of a school district who is a member of an organized militia or reserve force is entitled to a leave for the duration of ordered military duty. The employee is also entitled to receive salary for a period of up to 30 days. (Military Law, Section 242).

In the event an evaluation sheet is filled out on an employee by his/her supervisor, it is to be reviewed at a conference and signed by both the employee and the supervisor.

Should the staff member fail to participate in the conference, it shall be noted on the written report. Employees not in agreement with the evaluation may state their objections in writing, date and sign the sheet on which the objections are recorded, and that sheet will be attached and remain with the district's evaluation.

**ARTICLE VI: VACANCIES, PROMOTIONS AND TRANSFERS**

In the event of promotional openings, vacancies and possible transfer positions during the school year, the Superintendent shall notify all members of the staff.

**ARTICLE VII: INSURANCE****A. Health Insurance**

1. The Board of Education agrees to assume the total cost (100%) of a Health Insurance Program with benefits equal to or exceeding the State Health Insurance Program, for all employees of the staff and 85% of dependent costs. In addition, in accordance with State regulations, the Board of Education will continue to pay the full costs of this plan for former employees legally retired from the Jordan Elbridge Central School District.
2. Beginning July 1, 1984, the district will no longer provide the prescription drug card as a benefit. Professional Nurses' staff employees legally retired from the District prior to July 2, 1984, will retain the prescription card as a benefit.
3. In order for employees hired on or after July 1, 1992 to be eligible for health insurance upon retirement, the employee must have been employed in the negotiating unit on a continuous basis for ten (10) years or more immediately preceding the effective date of retirement and have participated in the health insurance program as a member of the negotiating unit on a continuous basis for one (1) year or more immediately preceding the effective date of retirement.
4. The Health Insurance Plan will be the same as the plan provided to the teaching employees of the district.
  - a. Changes in benefits become effective at the time they would apply to other professional staff (teachers).
  - b. Changes in levels of contributions will become effective on July 1, following the settlement of any teachers contract in which such changes are made.

**B. Dental Health Insurance**

Beginning July 1, 1992, the Board of Education agrees to contribute up to \$130 per participating nurse toward establishment of a mutually agreed upon dental health insurance program for all nurses, retired nurses and their dependents.

**ARTICLE VIII SALARIES AND ALLOWANCES**

A. **Salaries 2002-2003** See Appendix A

**Salaries 2003-2004** See Appendix A

**Salaries 2004-2005** See Appendix A

**B. Local Retirement Benefit**

When a member of the staff with a minimum of 15 years of service in this District officially retires under the New York State Employees' Retirement System, a retirement allowance will be paid in accordance with the following formula:

Subtract the first 50 days from the maximum of 200 accumulated sick leave days; the remaining days multiplied by \$9.00 will be granted. The maximum allowance under this section for any one member of the staff shall be \$1,350.00. Payment will be included in the last paycheck.

**C. Tuition Reimbursement**

The district will make available up to four (4) tuition reimbursements each year. The tuition reimbursement will not exceed \$150 each. The tuition reimbursement shall be subject to the following conditions:

1. The course must be work related.
2. The course must be approved by the Superintendent of Schools before it is taken.
3. Reimbursement shall be made only after successful completion of the course.

This agreement shall become effective upon its approval by a majority of the Jordan Elbridge Professional Nurses' Association and a majority of the Jordan Elbridge Board Members and shall be binding and in full force and effect from July 1, 2002 through June 30, 2005.

In witness whereof the parties have hereunto set their hands and seals this  
----- 23<sup>rd</sup> day of June ----- 2003.

**Jordan Elbridge Central  
School District**

**Jordan Elbridge Professional  
Nurses' Association**

By Marilyn J. Dominick  
Superintendent

By Maryanne S. Milton  
Negotiating Committeeperson

By [Signature]  
Clerk

**APPENDIX A (SALARY) TO THE AGREEMENT BETWEEN THE JORDAN  
ELBRIDGE CENTRAL SCHOOL DISTRICT AND THE JORDAN  
ELBRIDGE PROFESSIONAL NURSES' ASSOCIATION**

**A. Salaries  
2001-2002**

Marijane Milton	\$24,382
Roxanne Sherman	\$23,000
Michelle Valerino	\$22,917
Suzanne Petrick	\$21,500

Salary movement will be consistent with other professional staff (teachers).

**1. SALARY 2002-2003 (3%)**

Each returning member of the unit will receive a 3% increase over their 2001-2002 salary base prorated for the actual full-time equivalent of the position.

**2. SALARY 2003-2004 (3%)**

Each returning member of the unit will receive a 3% increase over their 2002-2003 salary base prorated for the actual full-time equivalent of the position.

**3. SALARY 2004-2005 (3%)**

Each returning member of the unit will receive a 3% increase over their 2003-2004 salary base prorated for the actual full-time equivalent of the position.

**4.** The annual work obligation for school nurse personnel shall total 1,350 hours which include five paid holidays. These holidays will be Thanksgiving, Christmas, New Years, Good Friday and Memorial Day.

**5.** In addition, school nurse personnel may be required to work up to three (3), eight hour days at some time during the summer session to be scheduled through mutual agreement between the school nurse and the building principal.

