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Contract Database Metadata Elements

Title: **Rockville Centre Union Free School District and Rockville Centre School Nurses Association (2004)**

Employer Name: **Rockville Centre Union Free School District**

Union: **Rockville Centre School Nurses Association**

Local:

Effective Date: **07/01/04**

Expiration Date: **06/30/08**

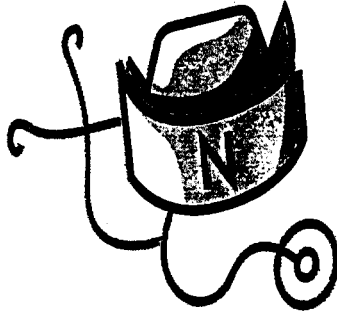
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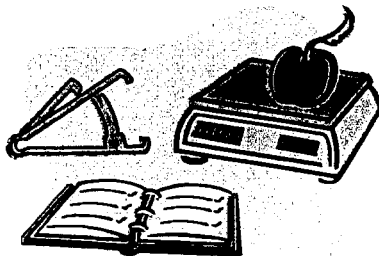
AGREEMENT BETWEEN
THE BOARD OF EDUCATION
ROCKVILLE CENTRE UNION FREE SCHOOL DISTRICT
TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK
AND
ROCKVILLE CENTRE SCHOOL NURSES' ASSOCIATION

JULY 1, 2004 – JUNE 30 2008

RECEIVED

APR 16 2007

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



This agreement entered into the 1st day of April by and between the Rockville Centre Union Free School District, hereinafter called the "District," and the Rockville Centre School Nurses' Association, hereinafter called the "Association."

Whereas the Board on November 9, 1978 recognized the Association as the exclusive bargaining agent of the employee unit composed of all the registered professional school nurses and the Occupational Therapists, (hereinafter referred to as "The Nurses") employed by the District;

NOW, therefore, it is agreed as follows:

ARTICLE I

DURATION OF AGREEMENT

1. The Agreement shall be effective as of July 1, 2004 and shall continue in effect until June 30, 2008.

ARTICLE II

RIGHTS OF THE ASSOCIATION

1. Upon reasonable notice, the Association shall be permitted reasonable use of school facilities for meetings related to Association business, which shall take place outside of school hours. Any overtime costs for the custodial staff shall be borne by the Association.

2. The Association shall have the right to post notices of its activities and matters of Association concern on a school bulletin board in each school building which shall be designated by the administration for such purpose. The Association may make use of the interschool mail service for communication to members of the unit. Without limiting the generality of the foregoing, it is expressly understood that such service may not be used for partisan political purposes in the aid of any candidate for public office.

3. The Association shall be provided copies of all mailings to the District residents.

4. When any member of the unit who is paid an annual salary is hired, promoted or receives a change in compensation, the President of the Association shall be notified in writing, which shall provide the name, address, position, step and assignment of the individual. The President may examine salary records of such employee upon request.

5. The Association shall advise the District of the names of its authorized representatives and their alternates, if designated and any change of such authorized representatives.

ARTICLE III

INDIVIDUAL EMPLOYEE RIGHTS

1. All vacancies and new positions within the unit shall be posted.

2. Physical Examinations of School Personnel:

In the interest of staff and pupil health, physical examinations are required of all members of the unit.

The school physician shall prepare forms needed to properly evaluate the physical condition of employees for the tasks they perform.

The physical examination must be given by the school district physician.

The chief school physician's judgment that an employee's physical condition enables him/her or does not enable him/her to perform the tasks of the employee's position will be indicated by the chief school physician on the prescribed school form. The chief school physician will review every completed medical examination form and his/her decision shall be final. Physical examination records shall be kept in the employees' folders in the Board of Education office and will be confidential. Such records will be available only to health personnel, the employee or to others whom the employee may designate.

3. Employee Absences:

A. Absences of employees may be permitted without deduction of salary up to an annual allowance of 15 days per year. Of these 15 days, 10 may be allowed for personal illness and 5 for reasons other than personal illness. Such leave shall include illness and/or disability caused by pregnancy. The five days for other than personal illness may be used for reasons listed in "H." Unused days shall be cumulative without a cap with the cumulative portions available for personal illness leave only. The following shall apply to these leaves:

1. "PERSONAL ILLNESS" – 10 days per year. An employee who has been absent more than five consecutive working days because of personal illness, shall submit a physician's statement within the tenth school day of the commencement of the absence.
2. "REASONS OTHER THAN PERSONAL ILLNESS" – 5 days per year, as further defined in "H." Absences will be permitted for single days or two consecutive days for only the reasons listed in "H." The signing of Form X is the employee's certification that the reason/s for the absence conform to the list in "H."

B. For part-time (40% or more) persons, whose contract of employment is longer than six months, the proportionate amount of leave shall apply.

C. 1. At the commencement of each school year, each employee shall be credited with the total of (a) the number of his/her unused leave days accumulated as of the end of the preceding school year and (b) the 15 days of leave (being the total of items "A.1" and "A.2," above) for the then ensuing school year. The resulting total of "(a)" and "(b)" shall constitute, for the purpose of this Paragraph "C," an employee's "Total Leave Time."

2. Additional sick leave days, as hereinafter computed, shall be known as an employee's "Extended Sick Leave Time." Provided an employee shall have accumulated a minimum of 40 days of Total Leave Time, as computed above, at the commencement of the school year, he/she shall thereupon be granted a "credit" of additional sick leave days equal in number to one-third of the maximum number of days of "Total Leave Time" accumulated on September 1 of any school year since he/she last made use of his/her "Extended Sick Leave Time."

3. If personal illness during a school year requires an employee to be absent, in the aggregate, a period of time in excess of his/her Total Leave Time, he/she shall be entitled to the use of his/her Extended Sick Leave Time during which, however, he/she shall be compensated only at his/her regular daily salary rate less the daily rate of pay for a substitute employee.

4. In the event that an employee shall have used up by the end of the school year all of his/her Total Leave Time and he/she has remaining to him/her a credit of all or part of his/her Extended Sick Leave Time, then such credit so remaining shall be available to the employee in the school year immediately following.

D. Absences for reasons other than those for personal illness in excess of five days in a year, which are authorized and for which full deduction is applicable may, at the discretion of the Superintendent, have such deduction modified to deduction at the minimum rate of substitute pay.

E. The following absences are non-deductible from cumulative allowance, shall be without loss of salary and request, therefore, shall be made on Form Y as prescribed in "H."

- 1) DEATH IN IMMEDIATE FAMILY – Three (3) working days of absence will be approved for each death in the immediate family (parent, child, sister, brother, spouse, mother-in-law, father-in-law and grandparents).
- 2) JURY DUTY – Notice of Jury Duty must be submitted to the Superintendent. The employee shall reimburse the district in an amount equal to the jury fee received. (See also Policy 4156).
- 3) QUARANTINE – Employees absent by reason of quarantine imposed by doctor's order due to illness caused by a contagious disease of a resident member of the household, will submit a doctor's certificate explaining the order. Absence will be approved for the duration of the quarantine.

F. Full deduction of pay shall be applied for days of unauthorized absence.

G. In unusual circumstances, the Board of Education may, on the recommendation of the Superintendent of School, grant full-time members of the staff leave of absence for health reasons in addition to provisions stipulated above.

H. Employees who expect to be absent for reasons other than personal illness and "illness in the immediate family," prior to the absence, must submit a completed Form X to the Superintendent and a copy to the Principal or in the case of Civil Service employees, a copy to the Superintendent and to the immediate supervisor.

Unused days shall be cumulative without a cap with the cumulative portions available for personal illness leave only.

Requests for absences that conform to the reasons listed below are to be submitted on Form X. All other requests for absences are to be submitted on Form Y. In emergency situations, employees are expected to make every effort to communicate with the principal or supervisor prior to the absence if insufficient time is available for the written request. In these cases, the employee should submit Form Y on his/her return.

On return from any absence, an employee shall file a completed Form 35 with his/her principal or supervisor (Civil Service Employees) who will forward it to the Superintendent's Office.

The following are approvable as absences for reasons other than personal illness as certified by the employee and should be requested on Form X:

- Legal: To appear in Court
 To appear at Internal Revenue Office for audit purposes
 To close on a house

- Family: To take son or daughter to college
 To attend son's, daughter's or spouse's college graduation
 To be with someone in immediate family having a serious operation
 To take or bring home from the hospital a member of the immediate family
 To move to a new home
 Illness in the immediate family
 Additional days for death in the immediate family beyond days permitted by Article III, E, 1

- Education: To take a comprehensive or qualifying examination for an advanced degree
 To receive a degree

- Religious: To attend a special religious ceremony involving member of the immediate family.

 To attend funerals of persons other than immediate family.

To observe a total of two (2) religious holidays provided request therefore is made on Form X prior to June 15 of the preceding school year. When the date of employment makes such a request date impractical, the employee will submit his/her request within two weeks of the commencement of employment. The religious holidays for which absence is approvable are confined solely to those adopted by the Board of Education.

Note: A request to be absent for additional religious observance is to be filed on Form Y and, if the request is granted, deduction will be made at the minimum substitute rate.

4. Child Care and Child Rearing Leave

- a) Upon written request, a nurse shall be granted a leave of absence for the duration of the school year in which the request is made up to one (1) year for the purposes of child care and child rearing. Upon further request by the nurse, said leave will be extended for an additional school year for each pregnancy. In no event shall this leave of absence exceed two (2) years. Said leave shall be without pay. The nurse shall have the option of applying to have the leave commence prior to the birth of the child.
- b) Except where an emergency prevents the giving of such notice, the nurse's written request for a child care and/or child rearing leave shall be made to the Superintendent or his/her designee at least thirty (30) days prior to the effective date on which the nurse's leave is to begin. The above leave may be extended for successive one (1) year periods at the sole discretion of the Superintendent.
- c) If a nurse has been granted a total of six years leave of absence under this provision, no further child care leave shall be granted to that person.

- d) A nurse adopting a child (i.e., three (3) years of age or less) shall be entitled, upon ninety (90) days' prior written notice, to a leave of absence without pay for a period not to exceed two years to commence at any time during the first year after receiving de facto or de jure custody of said infant child or prior to said custody if necessary in order to fulfill legal requirements for adoption. Such 90 days' prior notice may be waived in part or in whole under unusual circumstances in the sound discretion of the Board of Education.

- e) Provided one hundred twenty (120) days written notice be given to the Superintendent, a nurse returning from leave of absence pursuant to subparagraphs "a" – "d", both inclusive, shall have the right to be restored to the same position which such nurse held at the time said leave commenced. At the discretion of the Board, the date of restoration to service shall be the date of commencement of the semester following such one hundred twenty (120) days notice. A condition of such restoration, the case of a nurse who exercised her leave rights pursuant to subparagraphs "a" – "d" shall be her/his ability to perform her/his normal duties as a nurse. In the event a position, to which a nurse would otherwise have the right to be restored, shall have been abolished, the Board of Education shall make every reasonable effort to place the excessed nurse in an appropriate position in the District.

5. Perfect Attendance

Effective July 1, 2004 all employees will be eligible for a perfect attendance bonus payable in the first payroll check of the subsequent fiscal year in which perfect attendance occurred. Family illness, personal illness and personal time, including days of religious observance, will be counted against the employee for purpose of bonus eligibility. Jury Duty, death in immediate family, quarantine, school business and compensatory time are not counted as absences when computing the perfect attendance bonus. The DISTRICT will grant a perfect attendance bonus award as follows:

\$800	-	0 days absent
\$400	-	1 absence or any portion thereof

ARTICLE IV

WORKING CONDITIONS

1. Nurses shall be entitled to a minimum one-half hour daily duty free lunch period. The time of lunch shall be arranged by the building principal.
2. The length of the nurse's work day shall not exceed seven (7) consecutive hours, with the exception of attendance at faculty meetings, meetings with parents, school athletic physicals for children in the building to which the nurse is assigned and such other obligations as are required by the provisions of this Agreement.
3. Any nurse assigned to St. Agnes School shall work the St. Agnes School calendar.
4. With the knowledge of the building Principal, nurses who work additional time during lunch hour, or before or after school, exclusive of faculty meetings, meetings with parents, school athletic physicals and such other obligations as are required by this Agreement, shall be entitled to accumulate a maximum of two days of compensatory time to be taken at a time mutually convenient to the nurse and the building principal. Documentation of accumulated compensatory time satisfactory to the building principal shall be maintained. Pursuant to Fair Labor Standards Act, compensatory time must be taken during the year in which it is accumulated.

ARTICLE V

WORK YEAR

- 1a. Each member of the unit employed after September 1, 1977, will serve on a year-round basis. During the period between the close of school in June and the opening of school in September, these employees will perform school nurse duties as may be required. By April of each year, the Association will submit a recommended schedule of necessary registered nurse coverage to the District for its consideration and approval. Vacation days during the summer months shall constitute a minimum of 22 days and those days are not assigned as per schedule. Should an RN be required for a sport physical one week prior to the opening of school, the nurse assigned to the building will respond to the need.

In the event that an insufficient number of unit members volunteer for summer duty, the District may assign unit members on a rotating and equitable basis.

- 1b. The Occupational Therapists will serve an additional 140 hours during each contract year. Any additional work beyond 140 hours in a contract year shall be compensated at the per diem rate of 1/230th per day.
2. Notwithstanding the provision above, the nurses work year shall consist of the equivalent of one additional seven hour work day which does not have to be a consecutive seven hours within a given day. Such schedule will be mutually agreeable between the nurse and the building principal, for the purpose of conferences, in-service education and/or preparation of the building for the opening and closing of school.

ARTICLE VI

1. Salary: For each of the four (4) years of the contract, the following wage increases shall apply to Nurses and Occupational Therapists and will be incorporated in Appendix A:

2004/05	-	3.75%
2005/06	-	3.50%
2006/07	-	3.50%
2007/08	-	3.50%

2. Longevity

Nurses, as well as the Occupational Therapists will receive longevity payments at the commencement of the 16th year in the amount of \$1325 for the 2004/05 school year; \$1350 for the 2005/06 school year; \$1375 for the 2006/07 school year and \$1400 for the 2007/08 school year. Nurses, as well as the Occupational Therapists will receive longevity payments at the commencement of the 18th year in the amount of \$1850 for the 2004/05 school year; \$1900 for the 2005/06 school year; \$1950 for the 2006/07 school year; and \$2000 for the 2007/08 school year. Nurses as well as the Occupational Therapists will receive longevity payments at the commencement of the 20th year in the amount of \$2700 for the 2004/05 school year; and \$2800 for the second, third and fourth years of the contract.

3. Educational Stipend

The educational stipend for the 2004/05 school year of \$500 for a Bachelor's Degree and \$1,000 for a Master's Degree, shall remain unchanged. The educational stipend shall be increased from \$500 to \$750 for a Bachelor's Degree and from \$1,000 to \$1,250 for a Master's Degree during the second year of the contract (2005/06) and continuing through the duration of the new contract.

4. Summer Compensation

Unit members other than the Occupational Therapist who perform summer assignments will be paid at 1/200th per day for days worked during the summer in addition to the base salary set forth in Appendix A.

5. Chaperone Pay

Nurses who perform chaperone duties shall be paid at the rate specified in the Rockville Centre Teachers' Association contract. A chaperone is a nurse who, at the request of the principal, agrees to supervise a district-wide or school activity outside the nurse's normal school day.

ARTICLE VII

STUDENT DISCIPLINE AND PERSONAL PROTECTION

1. Any case of assault upon a Nurse shall be promptly reported to the Board or its designated representative.
2. Whenever a Nurse is absent from school as a result of personal injury which is not due to his/her own culpable negligence or his/her willful act, and is compensable under New York State Workers' Compensation Law (an injury sustained while on duty), he/she shall be paid full salary for his/her days of absence for the period recognized by the Workers' Compensation Board. This includes absences for administrative hearings, medical examinations and medical treatments.

3. If a Nurse is sued as a result of any lawful action taken by the nurse while in the scope and performance of employment, the Board will “save harmless” and protect such employee in accordance with Section 3023 of the New York State Education Law.
4. Time lost by a Nurse as a result of personal injury sustained while in the performance of duties shall not be charged against the nurse. Included within the scope of this subsection are court appearances, administrative hearings, conferences with members of the administration and/or Board, time required for medical treatment and recovery, and time spent with law enforcement officials.

ARTICLE VIII

EXPENSE REIMBURSEMENT

The Board shall reimburse a member of the Unit:

1. To the extent of the District’s insurance policy for any loss, damage, destruction or theft of personal property related to his/her employment while on duty in the school or on the school premises.
2. For the cost of replacing dentures, eyeglasses, hearing aids or similar body appurtenances not covered by workers’ compensation, which are damaged, destroyed or lost as a result of an accident in the course of a member of the unit’s employment, provided the loss is not caused by the negligence of the member of the unit.
3. For the cost of repair or value, whichever is less, but in no event more than \$400.00 in the aggregate of:
 - a. clothing and personal effects that are damaged or destroyed; or
 - b. health service-related property that is stolen, as a result of or in connection with an accident in the course of a nurse’s employment, provided loss is not caused by the negligence of the nurse. Personal effects do not include automobiles or other vehicles.
4. Transportation allowance for authorized use of a nurse’s private automobile for school business shall be in accordance with the amount allowed by IRS.

ARTICLE IX

DISTRIBUTION OF CONTRACT

This Agreement shall be typed and reproduced at the expense of the District and copies shall be distributed by the president of the Association to all members of the unit now or hereafter employed.

ARTICLE X

EMPLOYEE BENEFITS

1. **Health Insurance**

The Board of Education shall provide health insurance coverage to unit members and retirees in accordance with terms set forth below. Regardless of the health plan provided, effective July 1, 2004 and continuing through the 2005/06 school year and the 2006/07 school year, active employees will contribute 5% for health insurance for family and/or individual coverage. Effective July 1, 2007 for the 2007/08 school year active employees will contribute 6% for health insurance for family and/or individual coverage. Retired employees will pay 10% of the cost of the plan premium. Retired employees whose gross income falls below that income that would make them eligible for the senior citizen property tax exemption as established by Nassau County will be exempt from paying the 10% cost of the plan premium.

The Rockville Centre School Nurses' Association will agree to allow the Administration to pursue alternative health insurance programs under the following conditions:

- a) Employee representation, exclusive of principals, assistant principals, deans, etc., on benefit committees and all other administrative committees must be equal to administration representation. Votes of any trust committee or benefit committee must be by two-thirds majority.
- b) Any plan considered by the district must have benefits equivalent to the Empire Plan as it existed on September 1, 1991.
- c) Any health plan considered by the District must be presented to the School Nurses' Association for independent analysis and approval in advance of implementation.

- d) The Administration agrees to continue to provide health insurance coverage for retirees in the same program as is provided for active employees. The District agrees to acknowledge the Rockville Centre School Nurses' Association as the agent for the retirees with regard to any disputes, complaints, controversies or grievances that arise in violation of this health insurance provision other than disputes over benefit structure.
- e) Active unit members shall have the option to withdraw from the health insurance program. Active unit members who exercise this option must notify the District in writing by August 1st and shall receive a check in June for a lump sum payment equal to 50% of the premium the District would have paid on their behalf. Active unit members shall have the right to re-enter the insurance plan provided the unit member gives the District at least a 30 calendar day written notice of re-entry into the insurance plan.
- f) Effective July 1, 2004, domestic partners of unit members shall be eligible to receive health insurance coverage, consistent with the terms and conditions set forth in this Article, subject to the following terms:
 - a) Said unit members and their domestic partners must comply with and fulfill the eligibility requirements for domestic partner coverage as mandated by the New York State Health Insurance Program and the Employee Benefits Division of the New York State Department of Civil Service; and
 - b) Both parties acknowledge and agree that said coverage shall be provided pursuant and consistent with the rules and regulations of the New York State Health Insurance Program and the Employee Benefits Division of the New York State Department of Civil Service; and
 - c) To the extent that there are tax consequences for either party in connection with the extension of said coverage to domestic partners, the Rockville Centre Nurses' Association agrees to indemnify and hold the DISTRICT harmless for any taxes, penalties and reasonable and necessary attorney's fees arising from the extension of said coverage, including any costs associated with the enforcement of this indemnification provision, should such enforcement measures become necessary.

2. Terminal Pay Allowance:

A member of the unit who shall give to the District a written statement of his/her intention to retire under the New York State Employees' Retirement System at least two and one-half months in advance of such retirement, shall be entitled to receive a terminal pay allowance amounting to \$50.00 per day for the first 50 days accumulated and \$60.00 per day for any days above the 50 days accumulated provided that:

- a. Such employee shall have, upon the effective date of retirement, completed at least 10 years of service in the School District; and,
- b. such unused days shall have been accumulated solely in the school district and shall comprise (a) at least 80 days, if the period of service is between 10 and 19 years; (b) at least 100 days if the period of service is 20 years or more or at least 100 days for 3 consecutive years within 5 years next preceding the effective date of retirement.
- c. The employee has not been discharged pursuant to the Civil Service Law or has not resigned at the request of the School District in order to avoid charges being filed under the Civil Service Law.

The allowance paid to the nurse pursuant to this article shall be paid in one lump sum within thirty days following the effective date of retirement. The said payment, however, shall not constitute part of the employee's salary for the purpose of computing benefits payable under the New York State Employees' Retirement System.

If the employee shall die after notice is given to the District, but before his/her actual retirement, then the allowance provided for above shall be paid to the employee's beneficiary, if written designation thereof shall have been filed with the School District upon forms furnished by the School District; otherwise, such payments shall be made to the personal representative of the employee.

3. Benefit Fund:

Effective July 1, 1993, a Benefit Fund was established and administered by the Association in conformance with the law, for the purpose of providing benefits for members of the bargaining unit. The employer will contribute \$800 per employee, plus \$800 for the 2004/05 school year; \$825 per employee, plus \$825 for the 2005/06 school year; \$850 per employee, plus \$850 for the 2006/07 school year; \$875 per employee, plus \$875 for the 2006/07 school year and \$900 per employee plus \$900 for the 2007/08 school year. District payments to the Fund shall be made on July 1st of each school year.

ARTICLE XI

CONFERENCE ATTENDANCE

For each year of this Agreement, the District shall provide an aggregate sum of \$1,450 to be used for unit members to attend conferences relating to their professional assignment subject to the prior approval of the Superintendent of Schools. A unit member seeking to attend such conference shall, at least 20 days prior to the conference, provide the Superintendent with their written report of the topic of the conference and expenses related thereto.

ARTICLE XII

GRIEVANCE AND ARBITRATION PROCEDURE

The Association, upon written notice, may submit a grievance for resolution in accordance with the procedure set forth herein below. No grievance will be entertained and such grievance will be deemed waived unless it is submitted within forty-five (45) school days following the occurrence giving rise to the grievance or forty-five (45) school days after the employee affected by such occurrence knew or should have known of the occurrence upon which the grievance is based. In the latter case, the burden shall be on the grievant to prove why the occurrence giving rise to the grievance was not known or could not have been known by an employee affected within forty-five (45) school days of the occurrence giving rise to the grievance. For the purpose of this Agreement, a grievance shall be defined as, and limited to, a specific complaint concerning the meaning, interpretation or application of a specific provision or provisions of this Agreement. All grievances shall be in writing, shall include a concise statement of the nature of the complaint, and the position of the grieving party with respect thereto. Such grievances shall be resolved as follows:

- Step 1: The grievance shall be presented to the building principal or appropriate administrator or supervisor of the nurse or nurses concerned therewith. Such principal, administrator or supervisor, as the case may be, shall then meet and confer with the designated Association representative and such nurse or nurses (and/or such nurse or nurse's representative). In the event the grievance is not resolved within ten (10) school days following presentation to the building principal or the appropriate administrator or supervisor, as the case may be, it may be submitted in writing by the Association to the Superintendent of Schools within fourteen (14) school days after such presentation.
- Step 2: The Superintendent of Schools or his/her designated representative shall meet and confer with the President of the Association or his/her designated representative. In the event the grievance is not resolved within fourteen (14) school days, it thereafter maybe submitted in writing by the Association to advisory arbitration in accordance with Step 3.
- Step 3: In the event the grievance is not resolved at Step 2, the Association shall have the right within twenty-eight (28) school days, (or in the case of a grievance filed after June 20th and before September 1st, within 40 calendar days) following the determination of the Superintendent of Schools, to submit the grievance for resolution to an impartial arbitrator selected in accordance with the rules of the American Arbitration Association. The arbitrator so selected shall hear the matter as promptly as possible and issue his/her award within fourteen (14) days after the close of the hearing, or if oral hearings have been waived, after final submission of written proofs. Such award shall be advisory, except that either party may institute appropriate legal proceedings to set aside the decision and award of the arbitrator on the grounds of illegality or on any other ground or grounds permitted by law.

The arbitrator's fee and expenses shall be paid by the losing party unless the award is not one in which it readily appears that one side or the other has "Won." In the latter event, the arbitrator's fees and expenses will be shared equally.

Step 4: In the event the Association is not satisfied with the decision by the arbitrator's advisory award, it may, within fourteen (14) days from the date thereof submit the matter in writing to the Board of Education. Within fourteen (14) days from receipt of such sub-mission, the Board of Education may conduct a hearing of the grievance claimed. It shall render its written determination of such claim, which shall be final, within fourteen (14) days after such hearing.

ARTICLE XIII

DUES DEDUCTION

The Board shall deduct from the salaries of employees who are members of the Association, the dues required for membership therein and in such of its affiliated organizations as it may designate in writing. All employees who wish to have dues deducted from their salaries shall individually and voluntarily authorize the Board to make the deductions in writing on a form; see Appendix B.

ARTICLE XIV

MISCELLANEOUS

- A. If any provision of this Agreement is or shall at any time be contrary to law, as determined by a body having competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted by law.
- B. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in full force and effect.
- C. The Agreement shall supersede any existing Board policy, instruction or direction where the same is in conflict with any provision of this Agreement and, to that extent, the provisions of this Agreement shall be controlling.

This Agreement represents the entire understanding of the parties and there are no promises or representations made or intended other than those set forth herein that can add to, change or modify any provision of this Agreement. The parties hereto have had a full and complete opportunity to negotiate and present proposals and counter-proposals. It is, accordingly, agreed that during the term of this Agreement neither party shall be bound to negotiate any addition to, change or modification of this Agreement except as required by law.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties this _____ day of _____.

Board of Education
Rockville Centre Union Free School District
Rockville Centre, Nassau County, New York

Marcia Hirsch
Marcia Hirsch, President

7/1/04
Date

Rockville Centre School Nurses' Association
Rockville Centre, Nassau County, New York

Dolores Cerni
Dolores Cerni, Co-President

6/30/04
Date

Maria Maddalena
Maria Maddalena, Co-President

6/30/04
Date

APPENDIX "A"
NURSES' SALARY SCHEDULE

Step	2004/05	2005/06	2006/07	2007/08
1	29046	30063	31115	32204
2	29948	30996	32081	33204
3	30855	31935	33053	34210
4	31760	32872	34023	35214
5	32666	33809	34992	36217
6	34022	35213	36445	37721
7	35381	36619	37901	39228
8	36288	37558	38873	40234
9	37190	38492	39839	41233
10	38551	39900	41297	42742
11	39444	40825	42254	43733
12	40642	42064	43536	45060
13	41398	42847	44347	45899
Occ. Ther.	62256	64435	66690	69024

The Board agrees that it will not accord dues deductions to any other organization representing employees in the unit covered by this contract.

Dues shall be deducted in the first ten (10) checks following thirty days after the Association's submission of its membership list.

