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RN/5311

AGREEMENT

Between

NEW YORK STATE NURSES ASSOCIATION

And

HORSEHEADS CENTRAL SCHOOL DISTRICT

July 1, 2005 - July 1, 2008

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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PREAMBLE

AGREEMENT between (1) the Horseheads Central School District (herein called "Employer") and (2) New York State Nurses Association (herein called "Association").

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.

1. AGREEMENT SCOPE

This agreement covers each employee licensed or otherwise lawfully authorized to practice as a registered professional nurse (hereinafter called "employee") employed by the Employer.

2. ASSOCIATION STATUS

2.01 Recognition

The Employer recognizes the Association as the exclusive collective bargaining representative of the employees covered by this agreement. This exclusive recognition will extend to the maximum permitted by law.

2.02 Deduction of Association Dues

Upon the submission of proper authorization cards, the District will deduct dues and remit the same to the Association each pay period.

2.03 Agency Fee

An employee who chooses not to join the Association shall have deductions made from her salary in an amount equivalent to the dues levied by the Association. Said monies shall be deducted from an employee's salary and transmitted to the Association in the manner described in Section 2.02 of this article.

2.04 Association Business: Local Representative

Association will notify Employer of its local employee representatives who are authorized to deal with Employer about employment conditions and adjustments of any problems arising under this agreement. Association will notify Employer in writing of said representatives' designation and authority and any change in either.

2.05 Association Business: General Representative

A duly authorized general representative of the Association may visit the Employer's premises at a reasonable time to discharge Association's duties as the employees' collective bargaining representative so long as the representative does not interfere with the work of the employees.

3. PROFESSIONAL PRACTITIONER STATUS

3.01 Committee on Nursing Practice

There shall be a Committee on Nursing Practice consisting of the professional nurses covered by this agreement and a representative from the Association. The Committee shall meet up to four (4) times a year.

The Committee's functions shall be as follows:

- A. Develop standards of nursing practice for the School District reflective of those enunciated by the State Education Department.
- B. Analyze factors which facilitate or impede the practice of school nursing.
- C. Refer to the Supervisor of Pupil Services and Federal Programs or designee those recommendations approved by the Committee.

3.02 Professional Development

- A. The District shall continue to provide an orientation program for new employees.
- B. The District shall continue to annually evaluate a nurse's performance and experience, with an opportunity for the nurse to comment and discuss the evaluation. Nurses to be provided with a copy of said evaluation when completed.
- C. Employees will be entitled to attend workshops, conferences or institutes related to nursing with approved expenses paid, not to exceed one (1) school business day per nurse per year, not chargeable to any accumulated leave. Approval will not be unreasonably withheld.
- D. If the District requires an employee to attend a workshop, conference or institute, the District will pay reasonable expenses for attendance at the workshop, conference or institute. An employee attending a workshop, conference, or institute will receive his/her regular compensation and shall not be deprived of any other benefits under this Section.

4. EMPLOYEE STATUS

4.01 Regular Employee

A regular employee is an employee covered by this agreement who is employed on a regular basis. A regular employee will receive all benefits contained herein.

4.02 Seniority: Definition

Seniority is defined as the length of time an employee has been continuously employed by the Employer.

4.03 Seniority: Accrual and Acquisition

An employee's seniority shall commence on the employee's last employment date. Seniority shall not accrue during leaves of absence.

4.04 Seniority: Loss of Seniority

An employee's seniority shall be lost when the employee: (a) terminates voluntarily; (b) is discharged for cause; (c) overstays a leave of absence except where illness of the employee as a cause of delay in returning to work is certified by a doctor, provided that the employee notifies the Employer of such illness prior to the last day of the scheduled leave of absence; (d) is laid off for a period of one (1) year or more or if for any reason one (1) year has elapsed since the employee last worked for the Employer; (e) failure to return to work within three (3) working days after recall by certified mail to the employee's last known address, except where illness of the employee as the cause of the delay

is certified by a doctor, provided the employee notifies the Employer of such illness within three (3) days after recall; or, (f) fails to apply for reemployment within the statutory period after honorable separation from military service.

4.05 Seniority: Application

Seniority will apply to layoff and recall in the manner herein described. The District will give at least ten (10) workdays' notice of layoff or compensation to the extent that this notice is deficient.

In the event of a layoff, employees shall be laid off on the basis of their seniority, the least senior first. Whenever a vacancy occurs, employees within the bargaining unit who are on layoff shall be recalled in the reverse order in which they were laid off.

4.06 Seniority: Lists

The Employer will, on execution of this agreement and at least annually thereafter, post and furnish to the Association seniority lists and will correct such lists from time to time as may be necessary. The posted lists will conclusively establish an employee's seniority unless the employee protests it, in writing, within thirty (30) days from presentation to the Association or, if the employee is on absence leave or vacation or otherwise unable to so protest it within such time, within thirty (30) days after the employee returns from such leave or vacation or such disability is removed.

4.07 Posting of Positions

Vacancies which develop for school nurses shall be posted for a period of five (5) school days in each general school office, with copies being sent to individual nurses.

In filling such vacancies, if current staff members apply, seniority will be the determining factor in filling such vacancy, other qualifications being equal.

5. WORK TIME

5.01 Regular Work Hours

Working hours for school nurses are:

Elementary -- 6-1/2 hours

Secondary -- 7-1/2 hours

5.02 Workdays

Nurses' schedules will be based upon a one hundred eighty-three (183) day workyear. Except as otherwise hereinafter provided, extra time worked will be computed at a nurse's regular hourly rate. Time deducted will be computed at a nurse's regular hourly rate.

For those employees working fewer than five (5) days a week, the specific workdays will be established at least two (2) weeks prior to September fifth of each year. Unit members will receive written notification of their school assignment and the days of the week to be worked. This Employer's intent does not preclude the District's right to reassign workdays with reasonable notice to the employee.

In addition to their regularly scheduled workdays, nurses will attend, without additional compensation, required meetings, including staff meetings, Coordinator of Student Services meetings, meetings of the Committee on Special Education, School Improvement Team meetings, and one (1) Parents' Night. Except as provided herein, select nurse(s) will be paid his/her regular hourly rate when required to attend a meeting occurring outside of the normal workday. Such attendance will require the prior approval of the Coordinator of Student Services.

Nurses are encouraged to attend annually from four (4) to eight (8) hours of in-service courses without additional compensation.

Nurses will assist with regularly scheduled physical examinations in September and June. Compensation for time worked beyond the scheduled workday will be at a nurse's regular hourly rate.

Nurses who assist with regularly scheduled physical examinations in August will have their one hundred eighty-three (183) day workyear reduced by the number of days worked assisting with said examinations.

Any time nurses are called to work, they will receive a minimum of two (2) hours' pay.

6. MONETARY BENEFITS: COMPENSATION FOR TIME WORKED

6.01 Regular Compensation Rate

An employee's regular compensation rate will apply to the employee's regular work time. (Appendix A)

6.02 Pay Period

A nurse shall receive his/her salary in twenty-one (21) equal payments unless he/she notifies the business office by July 1 of any fiscal year that he/she wishes his/her salary in twenty-five (25) equal payments.

6.03 Salary Step Placement for New Hires

Newly hired employees with nursing experience may be granted prior service credit on the applicable salary schedule as determined by the District. Newly hired employees with no nursing experience will be placed on step one of the applicable salary schedule.

6.04 Proration of Salaries

Employees who work less than full time will have their annual salaries prorated in accordance with the percentage of time worked based on a full-time equivalent salary.

7. MONETARY BENEFITS: COMPENSATION FOR TIME NOT WORKED

7.01 Personal Days

Each employee is eligible for two (2) days of personal leave per year. Such personal days may not be used to extend a holiday or vacation or in conjunction with any other leave or absence to extend a holiday or vacation.

Employees who celebrate religious holidays that fall during school workweek may be absent those days and said time shall be deducted from sick leave as set forth in Section 7.02.

Employees hired after July 2, 1988 will receive benefits prorated based upon the percentage of time a nurse is scheduled to work in any school year.

At the end of the school year, unused personal days will automatically be converted to sick leave days and added to an employee's sick leave accrual.

7.02 Sick Leave: Entitlement and Amount

Those employees hired prior to September 1, 1988, shall be entitled to thirteen (13) days of paid sick leave per year. Employees hired after September 1, 1988 shall be entitled to ten (10) days of paid sick leave per year. An employee may accrue sick leave to a maximum of one hundred and twenty (120) working days.

Employees may elect one of the following options at the time of retirement.

1. Accrued but unused sick leave days shall be converted to a lump sum based on the following formula: number of accrued days x's \$40. Such lump sum amount will be kept on account with the District and shall be utilized to cover costs of retiree health insurance premiums until such amount has been exhausted, or
2. Accrued but unused sick leave may be applied towards service credit in the NYS Retirement System, or
3. Accrued but unused sick leave days shall be converted to a lump sum based on the following formula: number of accrued days x's \$40 and the employee may elect a cash pay out.

7.03 Emergency Leave

Each employee is eligible for five (5) days of emergency leave per year chargeable to their accumulated sick leave upon approval by the Superintendent of Schools or designee of their application of such leave.

Employees hired after July 2, 1988 will receive benefits prorated based upon the percentage of time a nurse is scheduled to work in any school year.

7.04 Leave for Death in Family

Due to the death of an employee's father, mother, son, daughter, spouse, or relative in the immediate household of the employee, up to five (5) days absence shall be allowed at full pay. In addition, due to the death of a sibling, mother-in-law, father-in-law, grandparents or grandchild, up to three (3) days absence shall be allowed at full pay. This leave shall not be charged against sick leave.

Employees hired after July 2, 1988 will receive benefits prorated based upon the percentage of time a nurse is scheduled to work in any school year.

7.05 Jury Duty: Amounts

An employee who is called (not volunteered) to serve as a juror will receive his/her regular pay less his/her pay as juror for each workday while on jury duty, which shall not include "on-call" jury duty time when employees are able to be at work. The receipt of a subpoena or notice to report for jury duty must be reported immediately to the Employer.

7.06 Jury Duty: Procedure

An employee who is summoned to jury duty will promptly so notify the Employer. An employee who performs jury duty pursuant to such summons and who is thereafter released from such service or duty will promptly notify the Employer of such release.

7.07 Rest Period

An employee working a full day shall be entitled to two (2) rest periods of fifteen (15) minutes each in each working day. An employee who works at least a full half day shall be entitled to one (1) such fifteen (15) minute rest period.

7.08 Incentive for Attendance

1. Beginning September 1, 2006, for a period of time ending July 1, 2008 employees will be given an incentive when they are not absent from work or limit their absences from work.

For each school quarter the incentive shall be as follows:

- a) One hundred dollars (\$100) when the employee has used no sick leave, personal leave, emergency leave or time off without pay;
 - b) Seventy-five dollars (\$75) when the employee has used one-half (1/2) day total of either sick leave or personal leave or emergency leave or time off without pay;
 - c) Fifty dollars (\$50) when the employee has used one day total of any combination of sick leave or personal leave or emergency leave or time off without pay.
2. An employee's eligibility for the incentive will not be negatively affected for time off for jury duty or bereavement leave.

8. UNPAID LEAVE

8.01 Meal Period

Employees will have the following meal periods free from any work assignments:

Elementary - thirty (30) minutes
Secondary - forty (40) minutes

At the beginning of the school year, the exact time of the meal periods will be requested by each employee based on the individual building needs and be approved by the building principal.

Building principals will approve compensation for times when a school nurse is called back to handle emergencies during the lunch break.

8.02 Personal Leave: Basis and Amount

On application as required in Section 8.03, an employee who has accrued one (1) year or more of seniority with the Employer will be eligible for leave of absence (a) up to one (1) year for personal illness, (b) up to one (1) year for maternity or adoption, (c) up to one (1) year, with the extension of six (6) months for required programs for education in an accredited educational institution and (d) other leaves will be considered on an individual basis. Such other leaves of absence without pay for other reasons will not be unreasonably denied by the Employer. Though such other leaves of absence without pay will

not be unreasonably denied, the Employer will retain the prerogative of granting all personal leaves.

The Family and Medical Leave Act (FMLA) shall apply in the following situations:

1. The birth and care of a newborn child (including an adopted child) or the placement with the employee of a child for foster care; or
2. To care for the employee's spouse, child, or parent, with a serious health condition; or
3. Because of a serious health condition that makes the employee unable to perform his/her job.

During a family or medical leave, an employee will have his/her health benefits maintained to the extent required by the FMLA, and in the same manner as if the employee had continued working.

At the end of a leave, other than a leave as defined by the FMLA, the employee will be entitled to return to work in the first (1st) opening, in the same job title, without loss of previously accrued seniority. At the end of a leave as defined by the FMLA, the employee will be entitled to return to work in the same or equivalent position the employee held when the leave commenced, without loss of previously accrued seniority.

Any contractual leave benefits which are more generous than the FMLA shall govern. If the contract is silent on a matter covered by the FMLA, the FMLA shall govern. In all other instances where the contract and the FMLA are inconsistent, the FMLA shall govern.

8.03 Personal Leave: Procedure

An employee desiring leave of absence under Section 8.02, except in case of emergency, will apply for it by prescribed form to the head of the employee's department four (4) weeks prior to commencement of such leave and the head of the employee's department will notify the Superintendent of Schools or designee for his approval, who will notify the employee of his decision. An employee desiring an extension of a leave will submit a similar application not later than ten (10) workdays before the scheduled expiration of that leave and the Employer will notify the employee of its decision within one (1) week after receiving such application. Employer will simultaneously notify Association of any leave or extension granted and its duration.

8.04 Personal Leave: Limitation

An employee will be terminated for obtaining a leave by false pretense or for failing to return from a leave.

9. MONETARY BENEFITS: HEALTH INSURANCE

9.01 Health Care Coverage

All employees shall be eligible to participate in a District-sponsored health care plan, with prescription drug coverage, on either an individual or family basis. The District-sponsored health care plan is the Horseheads Central Health Plan (hereinafter "Plan").

Any member of this unit who is employed a minimum of thirty-two and one-half (32 ½) hours per week and elects health care coverage shall make annual contributions as follows.

Individual Coverage	\$500.00 per contract year
Family Coverage	\$1,000.00 per contract year

Effective the 2006-2007 School Year, employee contributions will be as follows:

Individual Coverage	\$550.00 per contract year
Family Coverage	\$1,100.00 per contract year

Effective the 2007-2008 School Year, employee contributions will be as follows:

Individual Coverage	\$600.00 per contract year
Family Coverage	\$1,150.00 per contract year

Any member of this unit who is employed less than thirty-two and one-half (32 ½) hours per week and elects health care coverage shall contribute a pro-rata amount based upon hours worked.

Effective July 1, 2006, employees shall be enrolled in the District's Health Care Plan – The Blue Cross/Blue Shield Traditional Plan – with the following co-payments:

Three-tiered Drug Co-Payments of \$0 for generic prescriptions, \$10 for brand name prescriptions, and \$15 for non-formulary prescriptions (a 90-day refill option requires 1 co-payment).

Deductible	None
Coinsurance	None
Annual Out of Pocket Maximum	None
Lifetime Benefit Maximum	None
Office Visits	\$10/visit
Adult Physicals	\$10/visit
Well Child Visits	Covered in Full
Inpatient Hospitalization	Covered in Full
Outpatient Surgery	\$10/Visit
Emergency Room (unless admitted within 24 hours)	\$25/Visit
Diagnostic X-Ray	\$10/Visit
Diagnostic Lab and Pathology	Covered in Full
Kidney Dialysis	Covered in Full
Home Care	Covered in Full
Hospice	Covered in Full
Chiropractic	\$10/Visit

9.02 Mandated Insurance

All regular employees covered by this agreement shall be members of the New York State Employees' Retirement System pursuant to Section 75-i. Unused sick leave may be applied towards additional service credit upon retirement, pursuant to Section 4l-j of the Retirement and Social Security Law.

Employees shall be notified of State Retirement coverage at the time of hire and will be advised of Workers' Compensation Coverage.

9.03 Retiree Health Insurance

Active employees who retire on or after July 1, 1998 who have 1) fifteen (15) or more years employment with Horseheads School District; 2) have attained the age of fifty-five (55); and 3) notify the District no less than six (6) months prior to their date of leaving District employment shall have their health insurance*, including the prescription rider, premiums paid in accordance with the following:

Hours Worked per Day#	Retiree Pays##	District Pays
6 or more	10%	90%
5.0 - 5.99	30%	70%
4.0 - 4.99	40%	60%
Less than 4	50%	50%

Any adjustment in the amount of district payments negotiated in future collective bargaining agreements will be applied to people already qualifying for health insurance coverage under this article.

It is not necessary for employees to be active participants of the health insurance plan to be eligible for this benefit upon retirement.

*	At Medicare Eligible Date, insurance provided will be the Medicare supplement, including prescription rider.
#	Hours worked shall be computed by averaging the employee's five highest years of employment with the district. Years do not need to be consecutive years and such computation does not include overtime hours.
##	In no event shall a retiree pay less than ten percent (10%) of the then current premium cost.

In the event the retired employee dies and such employees spouse was covered under the deceased retired employees health plan, such spouse shall be eligible to continue such coverage in the plan as provided for above. In the event such covered spouse remarries, coverage in the District's Health Insurance Plan will cease.

9.04 Health Insurance Committee

The Association agrees to participate on a District wide health insurance committee to explore cost-saving options to the plan. Any recommendations by this committee shall be subject to ratification by the bargaining unit. Should the bargaining unit accept the recommendations and savings to the health insurance plan are realized, the first \$2,500 of savings shall revert to the District. Any additional savings realized shall be shared equally between the District and the Association 50/50.

9.05 Health Insurance Buy-Out

Employees who have access to health insurance coverage other than through the District or whose spouses have insurance and can show that the district will be reduced by one health insurance policy shall be eligible to waive health insurance coverage from the District and shall receive two thousand five hundred dollars (\$2,500) per contract year as a one-time lump sum not to be added to the base salary. Employees electing to waive such coverage shall notify the Employer prior to June 1st of each year. New employees shall notify the Employer within thirty (30) days of employment as to their election of health insurance coverage or the sell-back. Employees who opt out of the Health

Insurance Plan shall provide to the Employer, proof of other coverage. The employee shall provide such proof to the Employer, upon request by the Employer at any time during the year, within five (5) days of such request. Should an employee be unable to provide proof of other coverage, then the employee shall be enrolled in the District's Health Insurance Plan on the first day of the month following the unfulfilled request and the buy-out payment shall be prorated to that date. Should an employee lose such coverage for any reason, the employee shall notify the Employer of such loss of coverage and shall be enrolled in the Employer's Health Insurance Plan on the first of the month following such notification and the buy-out payment shall be pro-rated to that time. Pro-ration shall be based upon months per year (1/12th of the total for each month out of the plan).

9.06 Dental and Vision Insurance

Employees shall be eligible to participate in the Horseheads Central School District Self Insured Dental A+1 Program and shall be responsible for the following premium contributions.

- Family - \$228 annually or \$12 per payroll period.
- Individual - \$156 annually or \$8.21 per payroll period.

Employees shall be eligible to participate in the Horseheads Central School District Self Insured Dental A+1 Program and **effective July 1, 2006** the Davis Vision Plan and shall be responsible for the following premium contributions. Such premium costs shall be deducted in equal payments over nineteen (19) payroll periods. Retirees may access dental and/or vision plans at the same rate as active members.

For both:

- Family - \$150 annually or \$7.90 per payroll period
- Individual - \$75 annually or \$3.95 per payroll period

For only one, dental or vision:

- Family - \$75 annually or \$3.95 per payroll period
- Individual - \$37.50 annually or \$1.98 per payroll period

The dental benefit structure shall be:

✓ Periodic Oral Evaluations (D0120)	Increase to \$18.00
✓ Bitewings 2 films (D0272)	Increase to \$19.00
✓ Bitewings 4 films (D0274)	Increase to \$27.00
✓ Prophylaxis – Adult (D01110)	Increase to \$32.00
✓ Prophylaxis – Child (D01120)	Increase to \$26.00
✓ Amalgam 1 (D2140)	Increase to \$40.00
✓ Amalgam 2 (D2150)	Increase to \$55.00
✓ Amalgam 3 (D2160)	Increase to \$67.00

10. MONETARY BENEFITS: FLEXIBLE BENEFIT PLAN

10.01 Plan Created

An Internal Revenue Code section one hundred twenty-five flexible benefit plan is hereby created.

10.02 Administration of Plan

Payments under the plan shall be made by a third-party administrator. The District shall pay the costs for the administration of the plan.

10.03 Salary Contributions

An employee may elect a voluntary salary reduction for contributions to the plan.

10.04 Plan Document

The plan document is incorporated by reference.

11. HEALTH AND SAFETY

11.01 Health Examination

Employees have the option of having an annual checkup by the physician designated by the District.

11.02 Employer Obligation

- A. In the event of a documented incident of occupational exposure to HIV (Human Immunodeficiency Virus) in the course of employment, the Employer will, upon request of the affected employee and/or his/her physician, and to the extent not covered by an employee's health insurance, provide, at no cost to the employee, anti-viral medication for HIV for prophylactic treatment.
- B. Should an employee become exposed to a communicable disease as a result of his/her employment and, as a result, be deemed by the Employer unable to work during the incubation period when the employee is otherwise physically able to work, the Employer will compensate the employee for a period not to exceed twenty-one (21) calendar days, to the same extent as would be the case under Workers' Compensation, provided the employee timely files a claim for Workers' Compensation, and such claim is denied. Such employee may use sick leave time, or other benefit time, to complement the Workers' Compensation payment. It is not the intention of this provision that an employee shall receive more total monies (Workers' Compensation, Employer compensation and/or benefit time) than the employee would otherwise receive had the employee been working straight time hours.

12. BUSINESS OR EMPLOYMENT INTERRUPTION

Neither the Association nor any employee will, directly or indirectly, cause, engage or participate in any strike, work stoppage, work interruption, work interference, slowdown, picketing or boycott during the life of this agreement.

13. GRIEVANCE ADJUSTMENT

13.01 Definition

"Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of this agreement.

13.02 Basic Principles

1. Every nurse shall have the right to present her grievance in accordance with the procedures provided herein, free from interference, coercion, restraint,

discrimination, or reprisal, and shall have the right to be represented by a person of his/her own choosing at all stages of the grievance procedure.

2. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
3. A nurse who claims to have a grievance shall present her grievance to her immediate supervisor within five (5) days after the alleged grievance occurs.

13.03 Steps

1. The nurse shall verbally confer with her immediate supervisor. If the grievance is not resolved by the immediate supervisor, then the nurse may present his/her grievance in writing to the Superintendent of Schools.
2. Within ten (10) school days of receipt of the written grievance, the Superintendent, or his designee, shall hold a hearing during which the grievant may present his/her case.
3. The Superintendent, or his designee, shall render a decision within ten (10) school days of the hearing.
4. If the Association is not satisfied with the decision at Stage 2, the matter shall be submitted to an arbitrator mutually selected in accordance with the procedures of the American Arbitration Association. The arbitrator shall issue his written determination and award not later than thirty (30) days from the close of the hearing. The arbitrator shall have no power to add to, subtract from, or to modify the agreement. The arbitrator's fee and expenses shall be shared equally by the parties. The decision of the arbitrator shall be advisory to the District. The Board of Education will review the arbitrator's decision and render a final and binding decision.

Effective July 1, 1982, if the Board of Education rejects the arbitrator's decision, the Association may submit the issue of whether or not the Board's rejection was arbitrary or capricious to final and binding arbitration in accordance with the procedures of the American Arbitration Association.

14. MISCELLANY

14.01 Definitions

As used in this agreement and except as otherwise clearly required by its context:

- (a). "agreement" means this agreement and each appendix, schedule, amendment or supplement thereto;
- (b). "Employer" means the Horseheads Central School District;
- (c). "Association" means New York State Nurses Association;
- (d). "employee" means an employee covered by paragraph 1;
- (e). "section" means a whole numbered article of agreement;
- (f). "immediate supervisor" means principal;

(g)."school day" means day in which any District students are in attendance.

14.02 Meetings

Employer and Association will meet at mutually convenient times and places to consider employment conditions and the operation of this agreement.

14.03 Notices to Parties

Any notice required to be served on Employer under this agreement will be either mailed to Employer by registered or certified mail or delivered to Employer or so mailed or delivered to such person and at such address as Employer may designate by written notice served on Association. Any notice required to be served on Association under this agreement with respect to termination or modification of this agreement will be mailed to Association's Executive Director by registered or certified mail addressed to Association's headquarters office, 11 Cornell Road, Latham, New York 12110, or to such other persons and at such address as Association may designate by written notice served on Employer.

14.04 Separability

This agreement and its component provisions are subordinate to any present or future laws and regulations. If any federal or New York law or regulation or the final decision of any federal or New York court or administrative agency affects any provision of this agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision, but otherwise this agreement will not be affected.

14.05 Summer Checks

Summer checks are to be paid during the next pay period following time worked.

14.06 Labor Management Committee

For the term of this agreement, a labor management committee will be established. District members will be the Director of Human Resources and the Supervisor of Pupil Services. Nurse members shall include nurses designated by the Council of Nursing Practitioners. Other personnel will be in attendance as invited.

The committee shall have the authority to make formal recommendations to the School District and to the Council of Nurses.

The agendas will be prepared by the Association's General Representative and the Supervisor of Pupil Services or his designee. Items can include, but not be limited to: administration of the contract, mutual problem-solving, and suggestions for the smooth operation of the school health department. The agenda is to be completed and sent to members one (1) week prior to the meeting date.

15. EFFECTIVE DATES AND DURATION

This agreement, except as otherwise stated, will be effective from 12:01 a.m. July 1, 2005 and will remain effective until 12:01 a.m. July 1, 2008.

16. TERMINATION

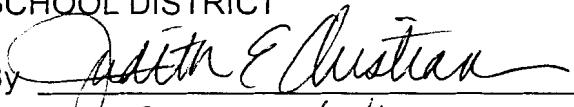
This agreement may be terminated effective 12:01 a.m. July 1, 2008 by written notice from either party, delivered to the other party not later than April 1, 2008, of intent to

modify or terminate it and may be terminated effective 12:01 a.m. any subsequent July 1 by similar written notice delivered to the other party not later than the preceding April 1. Notice of intent to modify will be equivalent to notice of intent to terminate.

EXECUTION

Signed by Employer and Association.

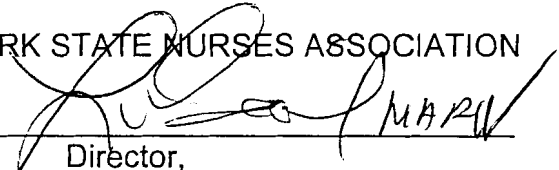
HORSEHEADS CENTRAL
SCHOOL DISTRICT

By 

Title Dir. of H.K.

Date 9/14/06

NEW YORK STATE NURSES ASSOCIATION

By 

Director,
Title Economic and General Welfare Program

Date 9/8/06

APPENDIX A

SALARY SCHEDULES

The parties agree to the following wage increases.

- Effective July 1, 2005 add \$.90 to the hourly amount on each step of the wage scale; then add 3% to Steps 8 and above. (Annualized amounts included)
- Effective July 1, 2006 increase all then current steps on the wage scale by 2.25%.
- Effective July 1, 2007 increase all then current steps on the wage scale by 2.25%.

		2005-06	
		Annualized to nearest dollar	Annualized to nearest dollar
Step	Hourly rate	7.5 hours/day	6.5 hours/day
1	\$ 15.00	\$ 20,583	\$ 17,839
2	\$ 15.21	\$ 20,871	\$ 18,088
3	\$ 15.42	\$ 21,166	\$ 18,344
4	\$ 15.64	\$ 21,469	\$ 18,607
5	\$ 15.87	\$ 21,788	\$ 18,883
6	\$ 16.09	\$ 22,089	\$ 19,144
7	\$ 16.35	\$ 22,441	\$ 19,449
8	\$ 17.24	\$ 23,657	\$ 20,503
9	\$ 17.76	\$ 24,381	\$ 21,131
10	\$ 18.16	\$ 24,930	\$ 21,606
11	\$ 18.58	\$ 25,498	\$ 22,098
12	\$ 19.00	\$ 26,079	\$ 22,602
13	\$ 19.50	\$ 26,766	\$ 23,197
14	\$ 20.02	\$ 27,479	\$ 23,815
15	\$ 20.56	\$ 28,219	\$ 24,457
16	\$ 21.10	\$ 28,959	\$ 25,098
17	\$ 21.64	\$ 29,702	\$ 25,742
18	\$ 22.18	\$ 30,445	\$ 26,386
19	\$ 22.72	\$ 31,185	\$ 27,027
20	\$ 23.26	\$ 31,931	\$ 27,674
21	\$ 23.80	\$ 32,671	\$ 28,315
22	\$ 24.34	\$ 33,413	\$ 28,958
23	\$ 24.88	\$ 34,155	\$ 29,601
24	\$ 25.43	\$ 34,896	\$ 30,243
25	\$ 25.97	\$ 35,644	\$ 30,891

		2006-07	
		Annualized to nearest dollar	Annualized to nearest dollar
Step	Hourly rate	7.5 hours/day	6.5 hours/day
1	\$ 15.33	\$ 21,046	\$ 18,240
2	\$ 15.55	\$ 21,341	\$ 18,495
3	\$ 15.77	\$ 21,642	\$ 18,757
4	\$ 15.99	\$ 21,952	\$ 19,025
5	\$ 16.23	\$ 22,278	\$ 19,308
6	\$ 16.46	\$ 22,586	\$ 19,575
7	\$ 16.72	\$ 22,946	\$ 19,887
8	\$ 17.62	\$ 24,190	\$ 20,965
9	\$ 18.16	\$ 24,930	\$ 21,605
10	\$ 18.57	\$ 25,491	\$ 22,092
11	\$ 19.00	\$ 26,072	\$ 22,595
12	\$ 19.43	\$ 26,666	\$ 23,110
13	\$ 19.94	\$ 27,368	\$ 23,719
14	\$ 20.47	\$ 28,097	\$ 24,351
15	\$ 21.02	\$ 28,854	\$ 25,007
16	\$ 21.57	\$ 29,610	\$ 25,662
17	\$ 22.13	\$ 30,371	\$ 26,321
18	\$ 22.68	\$ 31,130	\$ 26,979
19	\$ 23.23	\$ 31,886	\$ 27,635
20	\$ 23.79	\$ 32,650	\$ 28,296
21	\$ 24.34	\$ 33,407	\$ 28,952
22	\$ 24.89	\$ 34,165	\$ 29,609
23	\$ 25.44	\$ 34,923	\$ 30,267
24	\$ 26.00	\$ 35,681	\$ 30,924
25	\$ 26.55	\$ 36,446	\$ 31,586

		2007-08	
		Annualized to nearest dollar	Annualized to nearest dollar
Step	Hourly rate	7.5 hours/day	6.5 hours/day
1	\$ 15.68	\$ 21,520	\$ 18,651
2	\$ 15.90	\$ 21,821	\$ 18,912
3	\$ 16.12	\$ 22,129	\$ 19,179
4	\$ 16.35	\$ 22,446	\$ 19,453
5	\$ 16.60	\$ 22,780	\$ 19,742
6	\$ 16.83	\$ 23,094	\$ 20,015
7	\$ 17.09	\$ 23,462	\$ 20,334
8	\$ 18.02	\$ 24,734	\$ 21,436
9	\$ 18.57	\$ 25,491	\$ 22,092
10	\$ 18.99	\$ 26,065	\$ 22,590
11	\$ 19.42	\$ 26,658	\$ 23,104
12	\$ 19.87	\$ 27,266	\$ 23,630
13	\$ 20.39	\$ 27,984	\$ 24,253
14	\$ 20.93	\$ 28,729	\$ 24,899
15	\$ 21.50	\$ 29,503	\$ 25,570
16	\$ 22.06	\$ 30,277	\$ 26,240
17	\$ 22.63	\$ 31,054	\$ 26,913
18	\$ 23.19	\$ 31,830	\$ 27,586
19	\$ 23.76	\$ 32,604	\$ 28,257
20	\$ 24.32	\$ 33,384	\$ 28,933
21	\$ 24.89	\$ 34,158	\$ 29,604
22	\$ 25.45	\$ 34,934	\$ 30,276
23	\$ 26.02	\$ 35,709	\$ 30,948
24	\$ 26.58	\$ 36,484	\$ 31,620
25	\$ 27.15	\$ 37,266	\$ 32,297

A-1.01. Effective July 1, 2005, each nurse will be placed on the salary schedule above, one (1) step higher than the step she/he occupied on the corresponding 2004-2005 salary schedule, and shall continue to move up one step higher on the subsequent salary schedules upon completion of each school year.