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RN/5421

**AGREEMENT**

**Between**

**NEW YORK STATE NURSES ASSOCIATION**

**And**

**LACKAWANNA CITY SCHOOL DISTRICT**

**July 1, 2006 - June 30, 2012**

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## **PREAMBLE**

THIS AGREEMENT, made this 18<sup>th</sup> day of November, 2009 by and between the Lackawanna City School Board, hereinafter referred to as the Board, and the New York State Nurses Association, representing all full-time nurses employed by the City School District, hereinafter referred to as the Association.

WHEREAS, it is the intent and purpose of the parties to set forth herein the basic agreement covering Wages, Terms and Conditions of Employment to be observed by the parties hereto.

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

NOW, THEREFORE, it is mutually agreed as follows:

### **1. AGREEMENT SCOPE**

This Agreement covers each full-time (hereinafter called "regular") employee licensed or otherwise lawfully authorized to practice as a registered professional nurse (hereinafter called "employee") employed by the Employer to perform registered professional nursing as a School Nurse Practitioner.

### **2. ASSOCIATION STATUS**

#### ***2.01 Recognition***

The Board recognizes the New York State Nurses Association as the "exclusive" bargaining agent for all full-time school nurses of the City School District of the City of Lackawanna, but excluding all other employees not classified as a School Nurse, and those people who are designated as Management and Confidential employees under Article 14, Section 214 of the Public Employees' Fair Employment Act.

#### ***2.02 Association Membership***

Membership in the Association will not be a condition of employment, nor will the Employer discriminate in hiring or promotional activities or otherwise because of an employee's membership or participation in the Association or his/her refusal to join such organization.

#### ***2.03 Deduction of Association Dues***

A. The School District when requested shall deduct biweekly from the wages of the school nurses and remit monthly to the New York State Nurses Association regular membership dues for those employees authorizing such deductions.

B. The Association hereby agrees to hold the School District harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in this Article.

#### ***2.04 Agency Shop Fee Deduction***

A. The School District shall deduct bi-weekly from the wages of the school nurses and remit monthly to the New York State Nurses Association an agency shop fee equal to the dues set by the Association for each employee who is not a member of the Association.

- B. The Association hereby agrees to hold the School District harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in this Article.

**2.05 Association Business: Local Representatives**

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

**2.06 Association Business: General Representative**

A duly authorized general representative of the Association may visit the Employer's premises at reasonable times to discharge the Association's duties as the employees' collective bargaining representative so long as the representative does not interfere with the work of the employees. Representative shall report to and receive permission from the Building Principal prior to any visitation with any employee.

**2.07 Professional Development**

- A. The District shall provide an orientation program for new employees. The orientation program shall include an introduction and education of the following:

1. the District's policies and procedures related to the health care of its students,
2. the necessary reports,
3. the organizational chart and reporting method of the assigned school,
4. the school health office and supplies, including how supplies are ordered/obtained,
5. method of communication within the assigned school and the district including phone and email,
6. the opportunity to meet with a representative of the union for purpose of reviewing the rights and obligations of the Collective Bargaining Agreement.

The parties agree to meet jointly to develop and/or modify such a program.

- B. Employees will be entitled to attend workshops, conferences or institutes related to nursing with approved expenses paid, not chargeable to any accumulated leave, in accordance with the District's policy on continuing education. Approval will not be unreasonably withheld.
- C. 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, in accordance with the District's policy on continuing education. 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.

### **3. EMPLOYEE STATUS**

#### **3.01 Regular Employee**

A regular employee is an employee covered by this Agreement who is employed on a regular basis to work a normal workweek. A regular employee will receive full fringe benefits as outlined in this Agreement.

#### **3.02 Probationary Period**

An employee will be on probation for the period required by Lackawanna Civil Service Rules and Regulations. During the probationary period, the employee will be subject to demotion, suspension, other discipline or discharge at the Employer's sole discretion, without recourse to the grievance procedure, but will otherwise be covered by this Agreement.

#### **3.03 Seniority: Definition**

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

#### **3.04 Seniority: Accrual and Acquisition**

An employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the date of the employee's last employment date. Seniority shall not accrue during leaves of absence.

#### **3.05 Seniority: Loss of Seniority**

An employee's seniority shall be lost when the employee: (a) terminates voluntarily; (b) is discharged; (c) is laid off for a period of two (2) years or more or if for any reason two (2) years have elapsed since the employee last worked for the Employer; (d) failure to return to work within two (2) weeks after recall by certified mail to the employee's last known address; or (e) fails to apply for re-employment within the statutory period after honorable separation from military service.

#### **3.06 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.

#### **3.07 Post-Probationary Discipline**

An employee shall be disciplined only for just cause, and the Employer shall immediately notify the Association in writing of each such action and the reason for it. Employees have the right to Association representation during disciplinary meetings.

### **4. WORK TIME**

#### **4.01 Normal Workday**

The employee's normal workday will be seven (7) hours and fourteen (14) minutes. Nurses, by mutual agreement with the Principal, may be assigned appropriate starting times and dismissal times.

#### **4.02 District-Wide Meetings**

All nurses will be required to attend and remain to the conclusion of all district-wide meetings.

#### **4.03 School Calendar**

The school calendar for each year shall be in accordance with the calendar opted by the Lackawanna City School District Board of Education prior to the beginning of each school year.

#### **4.04 Layoff**

In the event of a layoff, probationary employees shall be laid off first without regard to their individual period of employment. Non-probationary employees shall be the next to be laid off on the basis of their seniority.

#### **4.05 Recall**

Whenever a vacancy occurs, employees who are on layoff shall be recalled in accordance with their seniority in the reverse order in which they were laid off.

#### **4.06 Vacancies/Posting**

In the event a vacancy or newly created position is opened with the School District calling for a Registered Nurse, employees within the bargaining unit shall have first (1st) opportunity to apply for such position or opening or assignment. The Employer shall post a notice of said vacancy, position or assignment in a place and manner that will reasonably insure employee knowledge of such posting. If no bargaining unit member applies for such posting opportunity within seven (7) working days of the posting, then the Employer may hire from the outside. In the event two (2) or more bargaining unit members apply for a transfer to an open position or a new position, then the most senior shall be given the assignment requested. The Employer retains the right of final approval on each such petition to transfer.

### **5. MONETARY BENEFITS: FOR TIME WORKED**

#### **5.01 Pay Period**

Frequency of payment shall be biweekly for a ten (10) or twelve (12) month period at the employee's option.

#### **5.02 First Pay New School Year**

A five hundred dollar (\$500) check to be issued on the first (1st) Friday of the school year with the remainder of the salary to be divided into the normal twenty-one (21) pay periods. (As teachers' contract provides.)

### **6. MONETARY BENEFITS: FOR TIME NOT WORKED**

#### **6.01 Holidays**

A school nurse shall be granted the holidays as set forth in school calendar (see Section 4.03).

#### **6.02 Holidays: Pay**

Employees who are required to work on a holiday shall be paid at the rate of time and one-half (1-1/2) for the hours worked in addition to the regular holiday pay.

Snow days are to be counted as holidays for those who work.

#### **6.03 Personal Days**

All regular full-time employees shall receive three (3) days non-accumulated personal leave. Personal days may be taken in one-half (1/2) day blocks.



The personal day shall not apply on the day before or the day after a holiday unless approved by the Superintendent of Schools.

Any unused personal days shall be added to the employee's accumulated sick leave at the beginning of the following school year.

#### **6.04 Sick Leave: Entitlement and Amount**

- A. A regular full-time ten (10) month employee shall earn a total of twelve (12) sick leave days per year. Such days shall be credited to each employee at the beginning of the school year and shall be allowed to accumulate up to a total of two hundred (200) days.
- B. After five (5) consecutive days of illness, the employee may be required to provide a physician's certificate and may be required to be cleared for duty by a physician.
- C. This Section shall in no way restrict the right of the Board to have any employee examined by a school appointed physician (the cost to be paid for by the School District) nor the right to require a physician's certificate from any employee after the first day of absence where there are records of sick leave abuse.
- D. Employees will be notified in writing of the number of sick leave days accrued at the beginning of the school year.

#### **6.05 Sick Leave: Illness In Immediate Family**

Accumulated sick leave days may be charged against absence due to illness in the immediate family upon proper authorization.

The number of days that may be used for such illness in the immediate family shall be limited to and not exceed five (5) days in any one (1) school year. Illness in the immediate family must be verified by a physician's certification.

Immediate family shall be defined as follows: parent, spouse, domestic partner, child or foster child, brother, sister or grandparent living in the employee's household.

For purposes of this article domestic partner shall be limited to one person, at least 18 years old, who is not a blood relative and has resided with the employee in a common residence for at least one year.

#### **6.06 Sick Leave: Incentive**

A regular full-time ten (10) month employee eligible for sick leave days who is absent two (2) days or less during any year will be credited with an additional two (2) days to be added to their accumulated sick leave at the beginning of the next school year.

#### **6.07 Sick Leave: Pay**

An employee will be paid for sick leave at the employee's regular compensation rate. To be eligible for sick leave benefits, an employee who is absent due to illness or injury must notify his/her supervisor at least one (1) hour before the start of his/her regularly scheduled workday, unless a proper excuse is presented for the employee's inability to give notice. The Employer may request proof of illness. An employee who leaves work ill after working more than one-half (1/2) of his/her scheduled workday shall be paid for the full day

with no deduction from his/her sick leave. An employee who works less than one-half (1/2) of his/her scheduled workday shall be paid for the full day with one (1) day deduction from his/her sick leave. For purposes of this Section, one-half (1/2) workday is defined as four (4) continuous hours of work from the start of the scheduled workday.

### **6.08 Death In the Immediate Family**

A. Regular full-time nurses shall be granted five (5) work days at regular pay with no deductions from accumulated sick time allowance, to attend the funeral of parent, spouse, brother, sister, child, foster child or grandchild.

If additional time is needed, the School Nurse may, upon approval of the Superintendent, take up to five (5) days to be deducted from his/her accumulated sick leave. This applies to Section 6.08 only.

B. A regular full-time School Nurse shall be granted up to three (3) consecutive workdays at regular pay for death of mother-in-law, father-in-law, grandparent, brother-in-law, sister-in-law, niece, or nephew.

C. A regular full-time School Nurse shall be granted one (1) day at full pay for the death of an uncle or aunt who is a blood relative or the spouse of a blood relative.

D. A nurse employee must be scheduled to work in order to be paid for such days.

### **6.09 Time Off to Visit Doctor**

A regular full-time nurse shall have the right to visit his/her doctor for treatment of a job connected injury without loss of pay. Such time off shall be limited to four (4) hours unless otherwise authorized by the Superintendent of Schools.

The Nurse must notify his/her immediate supervisor of the pending dates and time of appointment and such employee must make every effort to return to work as soon as possible after the appointment. All Nurses covered by this Section may be required to verify such appointments by proper statements from the doctor indicating the time and date of such appointment with acknowledgement by the doctor that such appointment was fulfilled by the Nurse.

### **6.10 Injury Leave**

A regular employee who is absent from work as a result of personal injury caused by an accident occurring in the course of employment, will be paid at the employee's regular compensation rate for up to four (4) months' leave; such payment shall not be made beyond the end of the school year.

Any compensation reimbursement will be consigned to the School District by the insuring agent while the employee is receiving full pay. During the summer months only compensation payment will be paid.

After the four (4) months, the employee may draw upon the employee's accumulated sick leave.

The School Board reserves the right to designate a doctor to examine the employee, for purposes of determining the employee's ability to work.

### **6.11 Jury Duty: Amounts**

A School Nurse who is called 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.

### **6.12 Jury Duty Leave: 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. School nurses shall perform their work on all days not required for jury duty including early dismissals.

### **6.13 Graduation Leave**

An employee may be granted one (1) day paid leave to attend the graduation of spouse or child from a college or professional school. If travel time is required, an employee may take up to two (2) additional days, to be deducted from sick leave, but with prior authority from the Superintendent of Schools.

### **6.14 Absence Under Special Conditions**

An employee may be granted time for official School District business upon recommendation by the Superintendent and approval by the Board of Education; this time will be with full pay.

### **6.15 Benefits Upon Return From Layoff**

Upon the recall of any nurse previously on layoff, the benefits which such nurse had accumulated prior to such layoff shall be credited to such nurse and will be added to any benefit accumulated after such recall, provided that the period of the layoff did not exceed two (2) years.

It is understood, however, that such nurse shall not accrue benefits or seniority during the period of layoff.

## **7. UNPAID LEAVE**

### **7.01 Unpaid Leave: General**

A nurse requesting a leave of absence due to a disability shall be granted such leave of absence for a period not to exceed one (1) year under the following conditions:

- A. The request for leave must be for a verifiable disability or other verifiable health purpose. For purposes of this Section, pregnancy will be treated as any other disability.
- B. Period of leave shall be without pay or accumulation of benefits, with the exception of hospitalization which may be continued by agreement with the nurse paying the cost thereof during the leave period except for the period of time covered under Section 6.
- C. Application for leave must be in writing and must be accompanied by his/her physician's statement. The physician's statement shall include:
  1. Expected period of confinement;
  2. The expected date beyond which the employee should not work;

3. Certification of the employee's health and verification that he/she can perform his/her usual duties and such performance will not be harmful to him/her or his/her condition;
4. Upon request of the employee, with written approval of his/her physician, the employee may be reinstated before the expiration of the year, subject to the concurrence of the Superintendent;
5. Unless an extension is requested and granted by the Board of Education, the employee shall either return to service at the end of the leave period or employment shall be considered terminated;
6. An employee may use his/her sick leave days for that period of time in which said employee is totally disabled and could not have performed the requirements of his/her job. The use of such sick leave days must be verified by the attending physician and shall be subject to verification by the school doctor.

#### **7.02 Leave of Absence: Procedure**

An employee desiring a leave of absence under paragraph 7.01 will apply for it by prescribed form to the Superintendent prior to commencement of such leave. The Superintendent will notify the employee of his/her decision. An employee desiring an extension of a leave will submit a similar application, not later than twenty (20) workdays before the scheduled expiration of that leave. The Employer will notify the employee of its decision within one (1) week after receiving such application.

#### **7.03 Leave of Absence: Limitation**

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

#### **7.04 Other Unpaid Leaves of Absence**

- A. Leave for an Elected Political Office shall be in accordance with the laws of New York State.
- B. Request for child care leave for up to one (1) year, including that time taken under Section 7.01 for disability leave, can be made using the procedure stated under Section 7.02.

#### **7.05 Personal Leave**

Upon written application, an excusable absence of less than one (1) semester without pay may be granted by approval of the Superintendent and the Board.

- A. The leave may be extended up to one (1) year upon application to and approval by the Board.
- B. The leave may be terminated earlier upon recommendation of the Superintendent and approval of the Board.
- C. The Superintendent is authorized to adjust the date of return from such leave to coincide with the beginning of a school term.

## **8. MONETARY BENEFITS: HEALTH AND PENSION INSURANCE**

### **8.01 Health Insurance**

The School District shall provide Community Blue Health Insurance plan as basic coverage with dependent rider 19/25 and 5/15/35 prescription co-pay, Dental coverage (GHI Spectrum Plus), and Vision coverage (BC/BS). Upon ratification of this Agreement, all unit members shall make contributions towards health insurance costs by way of payroll deductions at the rate of \$5.00 per pay for single coverage and \$10.00 per pay for family coverage. Registered nurses, who elect the option of receiving 26 paychecks pursuant to Section 5.01 shall nevertheless, make these contributions in 21 pay periods only. In the event the provider discontinues the 5/15/35 prescription co-pay, the District shall provide the then most equivalent co-pay prescription plan that is available.

Effective January 1, 2010, the School District shall provide Erie 1 BOCES Health Benefits Plan Trust Health Insurance Plan as basic coverage with dependent rider 19/25 and 0/15/30 prescription co-pay which includes vision coverage. All unit members, hired prior to January 1, 2010, shall make contributions towards health insurance costs by way of payroll deductions at the rate of \$7.00 per pay for single coverage and \$14.00 per pay for family coverage. Employees hired after January 1, 2010, shall contribute fifteen percent (15%) of the annual premium for health insurance costs whether single or family coverage is selected. Such payments will be calculated by the district and paid through payroll deduction. Registered nurses, who elect the option of receiving 26 paychecks pursuant to Section 5.01 shall nevertheless, make these contributions in 21 pay periods only.

In the event Erie 1 BOCES Health Benefits Plan Trust Health Insurance Plan becomes unavailable during the term of this agreement, the District shall provide the most equivalent plan then available after consultation with the union.

- A. If a regular full-time employee is covered by his/her spouse under a health contract which is the same or better than the Lackawanna School District Contract, then that person shall not be considered as being eligible for coverage under the Lackawanna School District Plan. It is agreed and understood that under no circumstances shall the District be required to provide health insurance coverage on an employee who is covered elsewhere or under any other health insurance plan which is equal to or better than that provided by the School District (no double coverage shall be allowed). If at some later time an employee ceases to be covered by such other health contract that employee may be considered eligible for coverage under the Lackawanna School District Plan as described herein.
- B. Employees who do not receive health care coverage from the District shall be paid twenty-five percent (25%) of the premium by the District up to a maximum of one thousand seven hundred and fifty (\$1,750) dollars annually. This payment shall be made in the last pay period of the school year.
- C. Employees sixty-five (65) years of age or older must utilize coverage under Medicare in conjunction with the District's Plan.

D. Dental Plan

Effective January 1, 2010, the District shall contribute five hundred dollars (\$500) to each employee's Flexible Benefit Plan to be used for dental care. The employee may elect to participate in either of the District's Dental Programs and withdraw against these monies; CSEA plan (Sunrise), or the Sunlife Financial plan. In the event an employee chooses not to participate in either plan, the employee may use these monies for dental or other health care in accordance with the District's plan.

E. Flexible Benefit Plan

An employee may elect a voluntary pre-tax salary reduction for contributions to the District's existing flexible benefit plan in accordance with the Internal Revenue Service and Lackawanna City School District 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.

**8.02 Retirement Plan/Retiree Health Insurance**

A. The Employer will provide the retirement plan known as "The New Career Retirement Plan", 75-I and 41-J. The Employer will provide the Insurance Rider 60B to the Retirement Plan.

B. The District will pay an amount equal to the cost of the single premium for health insurance of Erie 1 BOCES Health Benefits Plan Trust Health Insurance Plan with the 0/15/30 prescription co-pay for registered nurses who retire over the life of the contract until they attain the age of sixty five (65) provided that:

1. The registered nurse must have a minimum of fifteen (15) years of service in the District; and
2. The registered nurse has accumulated a minimum of one hundred and twenty (120) sick leave days at the time of retirement.

In the event the provider discontinues the 0/15/30 prescription co-pay, the District shall provide the then most equivalent co-pay prescription plan that is available.

**8.03 Group Life Insurance**

The Employer will provide the Group Life Insurance Plan (the Phoenix Mutual Life Insurance Co.). The group coverage will be twenty thousand dollars (\$20,000).

**9. MONETARY BENEFITS: MISCELLANEOUS**

**9.01 Transportation Allowance**

An employee who is required to use his/her own car in performance of official business will be compensated for such use at the current rate adopted by the Board.

**9.02 Education Differential**

All employees holding a baccalaureate degree in Nursing, or a health-related field, will receive five hundred dollars (\$500.00) per school year. Questions that arise as to the applicability of a degree in a "health-related field," shall be resolved by the Superintendent.

## **10. GRIEVANCE PROCEDURE**

### **10.01 Purpose**

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances of school nurses through procedure under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal and by which the Board and its nurses are afforded adequate opportunity to dispose of the differences.

### **10.02 Definitions**

As used herein, the following terms shall have the following meaning:

- A. "Nurse" shall mean any regular full-time School Nurse directly employed and compensated by the Lackawanna Board of Education and covered by this contract;
- B. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the terms of this Agreement or the rights claimed thereunder;
- C. "Supervisor" shall mean a person on a higher level of authority above the Nurse in the department wherein the grievance exists and who assigns and supervises the Nurse's work and approves his/her time record or evaluates his/her work performance;
- D. "Division Administrator" shall mean the person next in line of authority above the immediate supervisor;
- E. "Days" shall mean all days other than Saturday, Sunday, and legal holidays; Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this regulation.

### **10.03 Procedures**

All written grievances shall include:

- A. The name and position of the aggrieved party;
- B. The identity of the provision agreement involved;
- C. The time when and the place where the alleged events or conditions constituting the grievance occurred;
- D. A general statement of the nature of the grievance and the redress sought.

Except for informal decisions at Stage I, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore.

In any event, a grievance to be considered must be filed in writing with the immediate supervisor on a mutually agreed form, within fifteen (15) working days after the date on which the facts or events upon which such alleged grievance is based shall have existed or reasonably should have become known to the member affected thereby.

The grievant shall not resort to litigation until the grievance procedure has been exhausted.

#### **10.04 Stage I - Immediate Supervisor**

- A. A nurse having a grievance shall discuss it with his/her immediate supervisor, either directly or through a representative with the objective of resolving the matter informally. The immediate supervisor shall confer with all parties in interest.
- B. If the grievance is not resolved informally, it shall be reduced to writing within five (5) days and presented to the immediate supervisor. Within five (5) days after the written grievance is presented to him/her, the immediate supervisor shall render a decision thereon in writing.

#### **10.05 Stage II - Superintendent of Schools**

- A. If the nurse initiating the grievance is not satisfied with the written decision at Stage I and wishes to proceed further under this grievance procedure, the nurse shall, within five (5) days after having received the written decision, file a written appeal to the Superintendent, herein defined as the person next in line of authority above the immediate supervisor.
- B. Within ten (10) days after the grievance is presented to him/her, the Superintendent shall render a decision thereon in writing.

#### **10.06 Stage III - Board of Education**

- A. If the nurse initiating the grievance is not satisfied with the written decision at Stage II and wishes to proceed further under this grievance procedure, the nurse shall, within five (5) days after receiving the written decision, file a written appeal to the Board of Education for its consideration.
- B. Within twenty (20) days of the receipt of the appeal, the Board of Education or its designated representative, shall hold a hearing on the grievance, and within ten (10) days of the conclusion of the hearing, shall render a decision in writing.

#### **10.07 Stage IV - Arbitration**

- A. If the aggrieved party is not satisfied with the decision at Stage III and wishes to proceed further under this grievance procedure, he/she shall file a written appeal to the Board within ten (10) days after receiving the written decision at Stage III.
- B. The Board and the Association shall refer the matter directly to the Public Employment Relations Board for the appointment of an arbitrator.
- C. The selected arbitrator shall hear the matter promptly and shall limit his/her decision strictly to the interpretation and application of the provisions of this Agreement.
- D. The decision of the arbitrator will be restricted to whether a violation of the agreement exists and if a violation is found, he/she shall have authority to interpret and apply the provisions of this Agreement but he/she shall not have authority to alter in any way any of the provisions therein of such agreement.

Except as expressly provided for in this Agreement, an award by an arbitrator in respect to any grievance submitted to him/her shall not be made retroactive beyond the date on which such grievance was first presented for



consideration in the procedure herein set forth. Such decision shall be rendered within thirty (30) days.

E. The decision of the arbitrator shall be final and binding upon all parties.

F. The cost and expenses for the services of the arbitrator, if any, shall be borne equally by the Board and the Association.

## **11. MANAGEMENT RIGHTS**

Except as expressly limited by other provisions of this Agreement, all of the authority, right and responsibility possessed by the Board of Education are retained by it, including but not limited to, the right to determine the mission, purposes, objectives and policies of the Board to determine the facilities, methods, means and number of personnel required to conduct Board programs; to administer the examination, selection, recruitment, hiring, appraisal, training, retention, promotions, assignment or transfer of employee, pursuant to the law; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate and reallocate new or existing employees in accordance with the law; and to discipline or discharge employees in accordance with the law and the provisions of this Agreement.

## **12. NON-DISCRIMINATION**

Neither Employer nor Association will discriminate against any employee or applicant for employment as an employee, in any matter relating to employment because of race, color, creed, national origin, sex, marital status, age or political beliefs.

## **13. MISCELLANY**

### **13.01 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 Lackawanna City School Board;
- 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.

### **13.02 Meetings**

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

### **13.03 Time Off for Association Business**

The Board agrees to pay the Association members for grievance meetings providing they are called by the Superintendent or the Board during the member's regular work shift. All other time taken off to handle Association affairs or business during scheduled work hours shall not be paid for by the School District. Use of the time clocks to record all time taken off shall be the rule of the day.

The only exception to the above shall be the right of any member to process a grievance at the first step of the Grievance Procedure.

#### **13.04 Notices to Parties**

Any notice required to be served on the Employer under this Agreement will be either mailed to Employer by registered or certified mail or delivered to the 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 the 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 addresses as Association may designate by written notice served on Employer.

#### **13.05 Separability**

This Agreement and its component provisions are subordinate to any present or future laws or regulations. If any federal or New York State law or regulation, or the final decision of any federal or New York State court or administrative agency, affects any provisions 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.

#### **13.06 Special Parking Area**

The Lackawanna City School District shall make every reasonable attempt to assign a special parking area, where and when available in each school parking lot for the use of the regular full-time school nurse.

#### **13.07 Fair Employment Practices**

The resolution of the Board of Education dated November 10, 1975 establishing Fair Employment Practices for the School District as directed by the Commissioner and adopted thereon, shall be considered a policy of the Lackawanna City School District.

### **14. EFFECTIVE DATE AND DURATION**

This Agreement except as otherwise stated will be effective from 12:01 a.m. July 1, 2008 and will remain effective until 12:01 a.m. June 30, 2012.

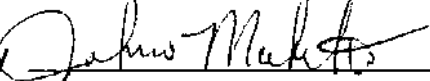
### **15. TERMINATION**

This Agreement will terminate 12:01 a.m. June 30, 2012. Either party may deliver to the other party not later than April 15, 2012 a letter of intent to modify this Agreement and to submit proposals on its behalf. The parties shall meet no later than June 1, 2012 to commence negotiations for a new agreement. Ample opportunity shall be given to the other party to submit proposals on its behalf.

**EXECUTION**

Signed by Employer and Association.

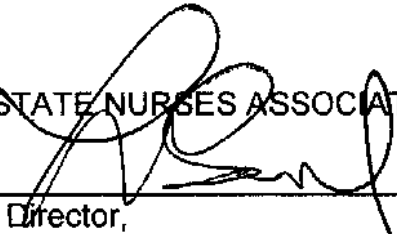
LACKAWANNA CITY SCHOOL BOARD

By 

Title President

Date 7/27/2010

NEW YORK STATE NURSES ASSOCIATION

By   
Director,

Title Economic and General Welfare Program

Date 7/11/10

## SCHEDULE A

### SALARY SCHEDULE: (EFFECTIVE JULY 1, 2006)

All wages shall be retroactive to 6/30/06.

	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012
	2%	2%	3%	3%	3.25%	3.25%
<b>Step 1</b>	\$29,182	\$29,766	\$30,659	\$31,579	\$32,605	\$33,665
<b>Step 2</b>	\$29,766	\$30,361	\$31,272	\$32,210	\$33,257	\$34,338
<b>Step 3</b>	\$30,361	\$30,969	\$31,898	\$32,855	\$33,922	\$35,025
<b>Step 4</b>	\$30,968	\$31,588	\$32,535	\$33,511	\$34,600	\$35,725
<b>Step 5</b>	\$31,587	\$32,219	\$33,186	\$34,181	\$35,292	\$36,439
<b>Step 6</b>	\$32,586	\$33,238	\$34,235	\$35,262	\$36,408	\$37,591
<b>Step 7</b>	\$33,427	\$34,096	\$35,119	\$36,172	\$37,348	\$38,562
<b>Step 8</b>	\$34,264	\$34,949	\$35,998	\$37,078	\$38,283	\$39,527
<b>Step 9</b>	\$35,121	\$35,823	\$36,898	\$38,005	\$39,240	\$40,515
<b>Step 10</b>	\$36,708	\$37,442	\$38,565	\$39,722	\$41,013	\$42,346
<b>Step 11*</b>	\$43,510	\$44,380	\$45,933	\$47,541	\$49,205	\$50,927

\* Insert new Step 11 as above. Step 11 shall be attained after 15 years of service with the District.

The incumbent registered nurses, Debra Regelski, Dianne Bozich, Georgiann Mazgaj, Karen Sieracki, and Lisa Depasquale shall continue to be paid at Step 5 of the teacher's bachelor salary schedule until such time as each retires.

### Longevity

Full-time employees shall be entitled to a longevity increment after the anniversary date of his/her employment as follows:

#### Longevity

	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012
<b>6th year</b>	\$955.77	\$974.89	\$1,004.14	\$1,034.26	\$1,067.87	\$1,102.58
<b>10th year</b>	\$1,674.97	\$1,708.47	\$1,759.72	\$1,812.51	\$1,871.42	\$1,932.24
<b>15th year</b>	\$2,157.59	\$2,200.74	\$2,266.76	\$2,334.76	\$2,410.64	\$2,488.99

Longevity payments are to be made on September 1st and February 1st.

"Anniversary Date" shall mean the employee's first date of hire or his/her date of rehire, if his/her employment was interrupted for a period of time exceeding two (2) years.

## **APPENDIX A**

The following policy will govern regular full-time employees concerning receiving credit for their accumulated sick leave at the time of retirement provided the employee has a minimum of fifty (50) sick days accumulated.

### **Option A**

An employee who made application for retirement with the New York State Retirement System and who has at least five (5) years and less than ten (10) years of service will be entitled to an allowance of one thousand five hundred dollars (\$1,500).

An employee who has ten (10) years of service but less than twenty (20) years of service will be entitled to an allowance of two thousand two hundred and fifty dollars (\$2,250).

An employee who has twenty (20) years of service will be entitled to an allowance of two thousand seven hundred and fifty dollars (\$2,750).

An employee who has twenty-five (25) years of service or more will be entitled to an allowance of three thousand two hundred and fifty dollars (\$3,250.00).

**Or**

### **Option B**

The District will pay twenty-five percent (25%) to each individual employee of all unused sick leave up to a maximum payment of seven thousand five hundred dollars (\$7,500). Said payment will be made at the time of retirement.

The district will be obligated to calculate both Option A and B and will provide the employee the best of the two options.

# EXHIBIT 1

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

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

\_\_\_\_\_ City State Zip

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

## THE NEW YORK STATE NURSES ASSOCIATION DUES ASSIGNMENT AND DEDUCTION AUTHORIZATION

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

\_\_\_\_\_

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

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

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

This assignment and authorization are effective at once.

\_\_\_\_\_ Date Employee Signature

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

# GRIEVANCE FORM FOR PROFESSIONAL NURSES

(To be filled out in duplicate - one for the Grievance Committee, one for New York State Nurses Association)

## NEW YORK STATE NURSES ASSOCIATION

### GRIEVANCE FORM

\_\_\_\_\_  
(Employment Facility)

Name of Employee \_\_\_\_\_ Social Security No. \_\_\_\_\_  
 Department \_\_\_\_\_ Date of Hire \_\_\_\_\_  
 Job Title \_\_\_\_\_ Date Submitted \_\_\_\_\_

---

Complete Details of Grievance: (Include Section of Agreement Violated) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
(Use Additional Sheet if Necessary)

Remedy Requested \_\_\_\_\_

Employee \_\_\_\_\_  
(Signature)

Disposition — Step 1: \_\_\_\_\_

Immediate Super. _____ <small>(Signature)</small>	Date Communicated _____	Date Accepted NYSNA Rep. _____	Date Appealed _____
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Disposition — Step 2: \_\_\_\_\_

Management Rep. _____ <small>(Signature)</small>	Date Communicated _____	Date Accepted NYSNA Rep. _____	Date Appealed _____
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Disposition — Step 3: \_\_\_\_\_

Management Rep. _____ <small>(Signature)</small>	Date Communicated _____	Date Accepted NYSNA Rep. _____	Date Appealed _____
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Time Limits  
Working Days  
Working Days  
Working Days

SAMPLE

Employer Copy - White  
Council of Nursing Practitioners Copy - Yellow

NYSNA Central File Copy - Photocopy to White  
NYSNA Suit Representative - Pink

Employee Copy - Gold