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Title: **Scotia-Glenville Central School District and Scotia-Glenville Professional Registered Nurses Association (2005) (MOA)**

Employer Name: **Scotia-Glenville Central School District**

Union: **Scotia-Glenville Professional Registered Nurses Association**

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RN/6161

**AGREEMENT
BETWEEN THE
BOARD OF EDUCATION
OF THE
SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT
AND THE
SCOTIA-GLENVILLE PROFESSIONAL
REGISTERED NURSES' ASSOCIATION
(SGPRNA)**

**FOR THE SCHOOL YEARS
JULY 1, 2005 THROUGH JUNE 30, 2008**

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

JAN 12 2009

ADMINISTRATION

PREAMBLE

This AGREEMENT, made on April 11, 2005, by and between the Scotia-Glenville Central School District Board of Education, hereinafter referred to as the Board, and the Scotia-Glenville Professional Registered Nurses' Association, hereinafter referred to as the Association, representing all full-time Professional Registered Nurses employed by Scotia-Glenville Central School District, hereinafter referred to as the District.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE 1. ASSOCIATION STATUS

- A. Recognition: The Board recognizes the Association for purposes of collective negotiations for all full-time Professional Registered Nurses of the District.
- B. Association Business: The Association will notify the District in writing of its local employee representatives who are authorized to deal with the District about employment conditions and adjustments or any problems arising under this Agreement.

ARTICLE 2. EMPLOYEE STATUS

- A. Seniority -- Definition: Seniority is defined as the length of time an employee has been continuously employed by the District under the title Professional Registered Nurse.
- B. Seniority -- Accrual, Acquisition, Loss: Seniority of all Professional Registered Nurses shall commence after the completion of the probationary period as required by the Civil Service Rules and Regulations and shall be retroactive to the date of the employee's last employment date. Seniority shall remain in effect for each Professional Registered Nurse until:
 - 1. The voluntary resignation of such Professional Registered Nurse.
 - 2. The discharge of such Professional Registered Nurse after notice, hearing, and opportunity to be heard.
- C. Seniority -- 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.
- D. Recall: Whenever a vacancy occurs, Professional Registered Nurses with permanent Civil Service status who are on layoff shall be recalled in accordance with their seniority in the reverse order in which they were laid off. A Professional Registered Nurse's name shall

not remain on the preferred eligible list longer than 4 years. If employees are laid off in accordance with the terms of Article 2 Paragraph C covering layoffs in cases where 2 or more employees have the same seniority, they will be recalled in reverse order of layoff.

ARTICLE 3. WORK TIME

- A. **Normal Workday:** The Professional Registered Nurse workday shall be 7 hours per day exclusive of a 30 minute uninterrupted lunch period daily, except in the case of an emergency when lunch will be taken at the conclusion of the emergency.
- B. **Normal Workweek:** The Professional Registered Nurse workweek will be 35 hours, Monday through Friday.
- C. **Normal Work Period:** The regular work year of Professional Registered Nurses shall begin the day following Labor Day and continue until the last day of teacher attendance in June. Professional Registered Nurses will receive the same holidays and recesses as teachers.

ARTICLE 4. MONETARY BENEFITS: COMPENSATION FOR TIME WORKED

- A. **Regular Compensation Rate:** The regular compensation rate for Professional Registered Nurses, as stated in Appendix A of this Agreement, will apply to all work time up to 35 hours in a workweek.
- B. **Pay Period:** Frequency of payment shall be bi-weekly for 21 payroll periods.
- C. **Compensatory Time:** With the approval, when possible, of the principal or immediate supervisor, compensatory time will be provided whenever the workday is required to be extended beyond 7 hours. Compensatory time will be provided in half-day segments; such time to be determined by mutual agreement between the Professional Registered Nurse and the immediate supervisor. Compensatory time will be documented and submitted to the district office with weekly attendance. Compensatory time used will be documented and submitted to the district office with weekly attendance. Compensatory time earned during the month of June may carry forward to the following school year.

ARTICLE 5. LEAVES OF ABSENCE

- A. **Personal Leave:** All full-time Professional Registered Nurses shall receive 3 days' absence with no loss of time or pay during each school year for personal business. Personal leave (Personal Business) shall be deemed to be business of such a nature that it cannot be conducted at a time other than an employee's regularly scheduled working hours, and it shall not be used for vacations or to extend a holiday or vacation. Except in case of emergency, the Professional Registered Nurse shall notify his/her supervisor or principal, in writing, at least 3 days prior to the date of leave. Unused personal leave days shall be added to the employee's accumulated sick leave record at the end of the school year.

B. Death in the Immediate Family:

1. All full-time 10-month employees shall be allowed 5 days' absence with no loss of time or pay during each school year to be used in the event of death in the immediate family or household. Such leave is not to be deducted from sick leave and is non-cumulative.
2. In the event an employee has used 5 days of leave for a death in the immediate family or household and other deaths occur in the immediate family or household, a maximum of 3 additional days may be used.

C. Sick Leave:

1. Sick leave shall be considered leave with pay due to illness, or emergency treatment that cannot be scheduled during nonworking hours, or serious illness of persons in the employee's immediate family or household.
2. All full-time 10-month employees shall be granted 15 days of current sick leave for the school year. During the first year of employment, sick leave shall be earned at the rate of 1.5 days per month of service completed. Upon termination of employment by reason of retirement or discharge, the current year's sick leave entitlement of the employee shall be determined using the procedure set forth above for the first year of employment.
3. Employees may accumulate unused sick leave from prior years to a maximum of 200 days not including the sick leave allowance for the current school year. All such accumulated leave may be used for personal illness of the employee. Ten days may be used of the accumulated leave each year for serious illness of persons in the employee's immediate family or household.
4. Any employee whose personal illness extends beyond the period of accumulated sick leave may, upon request, be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness to a maximum of 2 years. Civil Service rights of the employee will be protected only to the extent permitted by the rules and regulations of the Schenectady County Civil Service Commission.
5. Sick leave shall be taken in not less than half day multiples, the day being considered as the regular work shift for the employee.
6. Employees shall be notified in writing by the District of the number of sick leave days accrued at the beginning of each year.

D. Religious Leave: Professional Registered Nurses shall be granted leave for religious reasons requiring absence during the school hours for not more than 3 days per year.

E. Education Leave: Employees may be granted leave of absence, without pay, at the sole and exclusive discretion of the Board, for a period of up to 2 years in order to attend school full-time, provided that attendance of such courses is determined by the Board to be of mutual benefit to the employee and the employer.

F. Jury Duty:

1. Employees shall be granted time necessary to serve as required on jury duty, with payment of their regular salary for such service less the amount received as salary payment for jury duty.
2. Any employee subpoenaed to appear before a court or other public body in which they are not personally involved as a plaintiff or defendant shall be granted time off without loss of pay for such time used.

G. Illness Due to Pregnancy: Illness due to pregnancy shall be treated the same way as any other illness or disability and be in accordance with Section I. of the Article.

H. Prolonged Leave for Family Illness: A leave of absence without pay for up to 1 year may be granted at the discretion of the Board for prolonged illness in the immediate family of an employee.

I. Leave for Caring for Newborn Infant:

1. A Professional Registered Nurse may apply for unpaid leave for caring for a newborn infant. Such leave may be granted for a period not to exceed 1 year, and shall commence on or before the onset of such Professional Registered Nurse's disability. Such leave may exceed 1 year in order to terminate on September 1 as the District shall decide, or
2. If a Professional Registered Nurse is not on unpaid leave for caring for a newborn infant, she may elect to receive such leave benefits for the disability phase of a pregnancy. The disability phase of the pregnancy shall be certified in writing by the personal physician of the individual requesting such leave.

J. Other Leaves:

1. Upon written request by a Professional Registered Nurse, and for special circumstances, unpaid special leaves for up to 5 days may be granted by the Superintendent of Schools.
2. A Professional Registered Nurse shall be granted leave to attend or otherwise participate in conferences of a professional nature within the approved nurse's conference budget; such leave being granted at the discretion of the building principal or director with the approval of the Superintendent. Any denial shall be given in writing upon request of the nurse.

K. General Conditions Relating to Leaves of Absence:

1. At its discretion, the Board may grant a leave without pay for personal or professional reasons for a period of time not to exceed 1 year. Application for such leave must be filed with the Superintendent not later than March 1 of the year preceding the academic year for which the leave is being requested. Professional Registered Nurses shall be informed of the action taken on their application no later than April 15. Application for a leave beginning second semester must be filed with the Superintendent not later than

- October 1. Professional Registered Nurses shall be informed of the action taken on their application no later than November 15.
2. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused cumulative sick leave, shall be restored upon return to service.
3. Employees returning from leave of absence shall be placed on the proper step of the salary schedule in accordance with previous service.
4. Employees on leave of absence for a school year, or more, shall notify their supervisor of intention to return to service 120 days before expiration of the leave.
5. Applications for any extended leave must be filed with supervisory personnel not later than 120 days before such absence is to commence.

ARTICLE 6. HEALTH AND DENTAL INSURANCE BENEFITS

A. Health Insurance:

1. Health insurance shall be available as provided under contracts (Plan I Documents) with the same coverages and benefits as in effect on June 30, 1993, except as amended below:
 - 1) Change Plan I from a comprehensive major medical plan to a basic medical-surgical schedule with a major medical wraparound.
 - 2) Effective January 1, 1997, the deductible paid by employees shall become \$250 for the individual plan, \$600 for the family plan, and \$4,000 of expenses.
 - 3) Eliminate the \$100,000 annual maximum benefit. The \$1,000,000 lifetime maximum would apply only to major medical expenses.
 - 4) Change the Prescription Drug Plan co-payment from \$3 to 20% with a \$5 minimum and a \$25 maximum per prescription and a \$5 co-pay for mail order prescriptions (for generic or regularly dispensed or written drugs). If the drug is not available through mail order, then the maximum co-pay shall be \$5.
 - 5) Effective July 1, 2005, the prescription drug benefit offered with the Blue Shield plans will be a three tiered copay: \$5 generic, \$20 formulary, \$30 non-formulary. Mail order co-pays will be \$10 generic, \$40 formulary, \$60 non-formulary (2 co-pays for 3 prescription/3 month supply).
- a. Health Insurance Plan I of the district with the premium for such insurance shared by the employer and employee as provided in Section 2.h.
- b. If the employee elects to participate in a Health Maintenance Organization (HMO) chartered to serve a geographic area in which at least 25 school district employees reside, subject to verification by the District, the employer shall pay an equivalent percent of the HMO premium as the percent paid under Plan I provisions in Section 2.h. Effective July 1, 2005, employees participating in an HMO plan shall pay \$20 co-pay per visit. If the plan does not offer a \$20 co-pay, the next lowest co-pay exceeding \$20 will be offered.

- c. Except as expressly provided in other provisions of this Article, all eligibility and enrollment provisions contained in Plan Documents shall govern eligibility and enrollment in any of the Health Insurance Plan options.
- d. Any enrollee or dependent aged 65 or over will be responsible for enrolling in Medicare as he/she desires and paying all costs for such enrollment.

2. Anyone enrolling in any Health Insurance Plan Option shall be subject to the following:

- a. Eligibility for enrollment will be open to any employee covered by the terms of this Agreement whose term of appointment is for at least 180 consecutive calendar days or more.
- b. An employee may be enrolled on the first of the month following the date of application, but no earlier than the first day of the initial month of employment.
- c. An employee who fails to enroll within 90 days of initial employment will be eligible to enroll as a "late enrollee" effective only on July 1 of any given year.
- d. If the spouse of an employee terminates health insurance coverage through his/her employer and the spouse's employer provides a written statement indicating health insurance coverage has been terminated for that spouse, such employee shall be eligible for enrollment or change of enrollment effective the first day of the month following the date of application, provided the application is made within 90 days of such termination.
- e. An enrollee's health insurance coverage will terminate at the end of the month in which his/her employment with the District terminates, except for retirement as provided in Section i. below.
- f. If an enrollee terminates enrollment voluntarily, reenrollment will be subject to the provisions contained herein.
- g. An enrollee may continue coverage during an unpaid leave of absence by paying the full cost of his/her coverage for each full month he/she is on an unpaid leave of absence.
- h. The employer's share of the cost of health insurance coverage shall be as follows:

Employer Monthly Share

<u>Full-time Equivalent Employment Status</u>	<u>Individual or Family Coverage</u>
1.0	85%

- i. An enrollee retiring from service in this District who was an enrollee in any option of the District Health Insurance Plan when his/her resignation was accepted by the Board may continue participation in said Plan following retirement from service under the following conditions:
 - 1) The enrollee must have been employed by the District for at least 5 consecutive years by his/her retirement date to continue enrollment for individual coverage only.
 - 2) The enrollee must have been employed by the District for at least 10 consecutive years by his/her retirement date to continue enrollment for family coverage.

- 3) The employer's percentage share of the monthly premium during retirement shall be the same as that in effect at time of the enrollee's retirement, except in the case of a .75 through 1.0 full-time equivalent employee who retires. The District's percentage share of the monthly premium shall be based on the following table:

<u>Years of Service</u>	<u>Employer's Percentage of Premiums for Individual or Family</u>
30 or more	90%
20 - 29	85%
15 - 19	70%
10 - 14	60%
5 - 9	55%

- j. Effective January 1, 1997, the District will expand the IRS Section 125 Cafeteria Plan that will permit employees to pay their percentage contribution of health insurance deductible, child care, and elder care on a pre-tax basis.

B. Dental Insurance:

1. Dental insurance shall be available as provided under the Dental Insurance Plan of the District in effect as of June 30, 1988; the current dental insurance benefits shall be expanded to include sealants and periodontal treatment; with enrollment and participation subject to the rules and regulations contained in the Plan Document and the following conditions:
 - a. Eligibility for enrollment will be open to any employee covered by the terms of this Agreement whose term of appointment is for at least 180 consecutive calendar days or more.
 - b. An employee may be enrolled on the first of the month following the date of application, but no earlier than the first day of the initial month of employment.
 - c. An employee who fails to enroll within 90 days of initial date of employment will be eligible to enroll as a "late enrollee" effective only on July 1 of any given year.
 - d. An enrollee's dental insurance coverage will terminate at the end of the month in which his/her employment with the District terminates, except for retirement as provided in Section h. below.
 - e. An enrollee may continue coverage during an unpaid leave of absence by paying the full cost of his/her coverage for each full month he/she is on an unpaid leave of absence.
 - f. If an enrollee terminates enrollment voluntarily, reenrollment will be subject to the provisions contained herein.
 - g. The employer's share of the cost of dental insurance coverage shall be as follows:

<u>Full-time Equivalent Employment Status</u>	<u>Employer Share Individual Coverage</u>	<u>Employer Share Family Coverage</u>
1.0	60%	40%

- h. An enrollee retiring from service in this District who was an enrollee in the Dental Insurance Plan when his/her resignation was accepted by the Board may continue

participation in said Plan following retirement from service under the following conditions:

- 1) The enrollee must have been employed by the District for at least 5 consecutive years by his/her date of retirement to continue enrollment for individual coverage only.
 - 2) The enrollee must have been employed by the District for at least 10 consecutive years by his/her date of retirement to continue enrollment for family coverage.
 - 3) The employer's percentage share of the monthly Dental Insurance Plan premium during retirement shall be the same as that in effect at the time of the enrollee's retirement.
- i. The District will continue the IRS Section 125 Cafeteria Plan that will permit employees to pay their percentage contribution of dental insurance premiums on a pre-tax basis.

ARTICLE 7. DISABILITY INSURANCE PLAN

- A. All employees covered by this Agreement shall be covered under provisions of the Disability Benefits Law of the State of New York with the full cost of such coverage to be paid by the employer.
- B. For the period of employee absence beyond 7 days waiting period and within the limits of this accumulated sick leave, the employee shall be paid the difference between the disability benefit and his/her regular weekly salary payment. Payment for such absence extending beyond the limit of accumulated sick leave shall only be made from the disability insurance carrier.
- C. Time equivalent to the salary payment only shall be charged against the earned sick leave of the employee for any such absence.
- D. The provisions of this Article shall become effective only if the employee files for disability benefits with the employer.

ARTICLE 8. WORKMEN'S COMPENSATION (ON-THE-JOB INJURY)

- A. Workmen's compensation benefits shall be payable whenever an employee is absent from work as a result of personal injury caused by an accident occurring in the course of his/her employment. For the period of absence within the limit of accumulated sick leave, the employee shall be paid the difference between the payment made by the Workmen's Compensation Board and his/her regular weekly salary payment. Payment for such absence extending beyond the limit of accumulated sick leave shall be made only by the Workmen's Compensation Board.
- B. Time, equivalent to the total salary payment less any amount paid by the Workmen's Compensation Board, shall be charged against the earned sick leave of the employee for any such absence.

ARTICLE 9. PERSONAL INJURY BENEFITS

- A. Whenever a Professional Registered Nurse is absent and unable to perform his/her duties due to personal injury caused by an assault occurring in the course of employment, full salary and credited service will be paid during the employee's absence from employment up to a period of 1 year (less the amount of any workmen's compensation award made for said injury) and no part of such absence will be charged to the employee's annual or accumulated leave.
- B. The District shall reimburse a Professional Registered Nurse for costs of replacing or repairing dentures, eyeglasses, hearing aid, or similar bodily appurtenances not covered by Workmen's Compensation which are damaged or destroyed while in the discharge of the Professional Registered Nurse's duties within the scope of his/her employment as a result of an assault by a second person.
- C. The District will reimburse a Professional Registered Nurse for the value of any clothing or other personal property damaged or destroyed as a result of an assault suffered while the Professional Registered Nurse was acting in the discharge of duties within the scope of his/her employment.

ARTICLE 10. RETIREMENT

- A. All employees covered by this Agreement who are Tier I and Tier II members of the New York State Employees' Retirement System shall be covered by the plan set forth in Section 75i of the Retirement and Social Security Law (the new career plan).
- B. All employees covered by this Agreement who are Tier III and Tier IV members of the New York State Employees' Retirement System shall be covered by the plan set forth in Articles 14 and 15 of the Retirement and Social Security Law.
- C. The death benefits available to employees who are members of the New York State Employees' Retirement System are as provided in applicable sections or articles of the Retirement and Social Security Law depending upon the membership status (Tier) of each employee, as follows:

Tier I Member:	Section 60b
Tier II Member:	as member elected upon membership
Tier III Member:	Article 14
Tier IV Member:	Article 15
- D. The employer shall provide coverage in accordance with the provision of Section 41j of the Retirement and Social Security Law, under the New York State Employees' Retirement System, permitting employees to gain service credit at retirement for unused sick leave up to 165 days.

ARTICLE 11. GRIEVANCE PROCEDURE

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

B. **Definitions:**

1. "Nurse" shall mean any regular full-time Professional Registered Nurse directly employed and compensated by the Scotia-Glenville Board of Education and covered by this contract.
2. "Grievance" shall mean an alleged violation of this Agreement.
3. "Immediate Supervisor" shall mean a person on a higher level of authority above the Professional Registered Nurse in the department wherein the grievance exists and who assigns and supervises the Professional Registered Nurse's work and approves his/her time record or evaluates his/her work performance.
4. "Principal" shall mean an individual in charge of a particular school building.
5. "Superintendent" shall mean the chief school administrator of the District.
6. "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.
7. "Time for filing grievance" - a grievance must be filed within 10 days of alleged violation.

C. **Procedures:** Any claimed grievance may be presented in the following manner:

1. The name and position of the party.
2. The identity of the provision agreement involved.
3. The time and place where the alleged events or conditions constituting the grievance occurred.
4. A general statement of the nature of the grievance and the redress sought.

All decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefor. Any aggrieved Professional Registered Nurse shall have the right to representation by any person or organization of his/her choice.

D. Stage I -- Immediate Supervisor and Building Principal:

1. A Professional Registered Nurse having a grievance shall discuss it with his/her immediate supervisor and building principal, either directly or through a representative, with the objective of resolving the matter informally. Both the immediate supervisor and building principal shall confer with all parties involved.
2. If the grievance is not resolved informally, it shall be reduced to writing within 5 days and presented to the immediate supervisor and building principal. Within 5 days after the written grievance is presented to both, the immediate supervisor and building principal shall render a decision thereon in writing.

E. Stage II -- Superintendent of Schools:

1. If the Professional Registered Nurse initiating the grievance is not satisfied with the written decision at Stage I, the Professional Registered Nurse shall within 5 days after having received the written decision, present the grievance in writing to the Superintendent of Schools. Within 15 days after the written grievance is presented, the Superintendent of Schools shall render a decision thereon in writing.

F. Stage III -- Board of Education:

1. If the Professional Registered Nurse initiating the grievance is not satisfied with the written decision at Stage II and wishes to proceed further, he/she shall, within 10 days after receiving the written decision, file a written appeal to the Board for its consideration.
2. Within 20 days of the receipt of the appeal, the Board or its designated representative shall hold a hearing on the grievance, and within 10 days of the conclusion of the hearing, shall render a decision in writing.

G. Stage IV -- Advisory Arbitration

1. If the Professional Registered Nurse initiating the grievance is not satisfied with the written decision at Stage III, the Association, within 30 days of the Board's answer, will notify the District of its desire to take the matter to advisory arbitration, which shall be processed as follows:
 - a. The parties shall refer the matter to the Public Employees Relations Board for the selection of an impartial advisory arbitrator in accordance with their procedures. The person named shall be the advisory arbitrator who shall hear testimony and argument on the dispute and make recommendations which shall not be binding on either party.
 - b. If either party rejects the recommendations of the advisory arbitrator, it must, within 10 days following the receipt of said recommendations, specify the reason for such rejection. The parties referred to in Step I shall then meet to attempt a resolution of the dispute. If no settlement is reached, and the matter stands based upon the decision at Step I, then either party shall be free to make public the advisory arbitrator's recommendations.

- c. The fees and expenses of the advisory arbitrator shall be shared equally by the District and the Association.

ARTICLE 12. PROTECTION

- A. The employer agrees to save harmless any employee from any financial loss, including reasonable attorney's fees, arising out of any claim, demand, suit, or judgment against an employee arising out of any act or omission to act, by such employee within or without the school building, provided such employee, at the time of the act or omission complained of, was acting within the scope of his/her employment, or under the direction of the Board.
- B. In any such instance the employee must provide the Board with a copy of any summons or complaint received by the employee within 10 days of the date the employee was served to protect the employee in accordance with this provision of the Education Law.
- C. In addition, an employee shall be required to make a complete written report to his/her immediate supervisor immediately upon the occurrence of such incident, or as soon as possible immediately thereafter.

ARTICLE 13. MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of any provision of this Agreement to any employee or group of employees shall be found contrary to law, by any court of competent jurisdiction whose decision shall not have been appealed within the time permitted for said appeal, then such provision or application shall not be deemed to be valid and subsisting, except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.
- B. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass or demean the employee before other employees or the public.
- C. Professional Registered Nurses who are obliged to use their personal automobile on school business will be reimbursed at the rate approved by the Internal Revenue Service for tax deduction purposes.
- D. All full-time Professional Registered Nurses in the employ of the District will be offered prior consideration for employment during the summer months, with compensation in accordance with their salary level at that time.
- E. A \$1,000 allowance per school year shall be granted to cover registration fees and substitute coverage for all full-time Professional Registered Nurses to attend continuing education programs relevant to their practice.
- F. All full-time Professional Registered Nurses in the employ of the district will provide the district a 30 day notice of resignation or retirement.

G. All full-time Professional Registered Nurses may elect to participate in payroll direct deposit.

ARTICLE 14. DURATION

This Agreement shall become effective on July 1, 2005 and shall continue in full force and effect through June 30, 2008. On or after January 8, 2008, either party may notify the other, in writing, that negotiations should commence so that an agreement may be reached to succeed this Agreement.

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

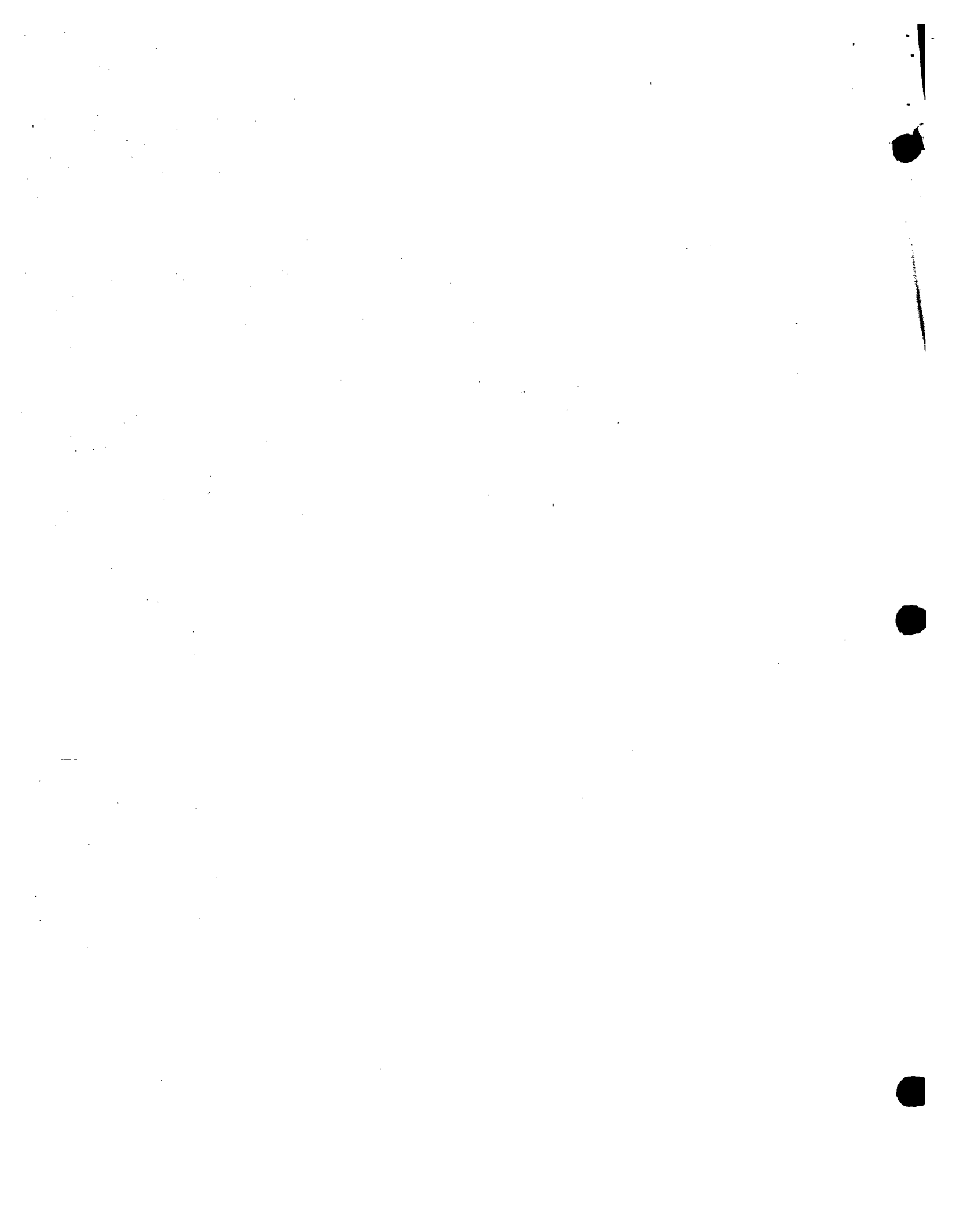
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS 15th DAY OF APRIL 2005.

For the Scotia-Glenville Professional Registered Nurses' Association

Janet V. Reynolds
4/15/05

For the Scotia-Glenville Central School District

[Signature]
4/15/05
Date



APPENDIX A

SALARY

2005 - 2006

Each unit member employed during the 2004-05 school year who was employed continuously for at least 6 months prior to the end of the 2004-05 school year and who continues in service for the 2005-06 school year will receive a 5% salary increase over his/her 2004-05 salary.

2006 - 2007

Each unit member employed during the 2005-06 school year who was employed continuously for at least 6 months prior to the end of the 2005-06 school year and who continues in service for the 2006-07 school year will receive a 5% salary increase over his/her 2005-06 salary.

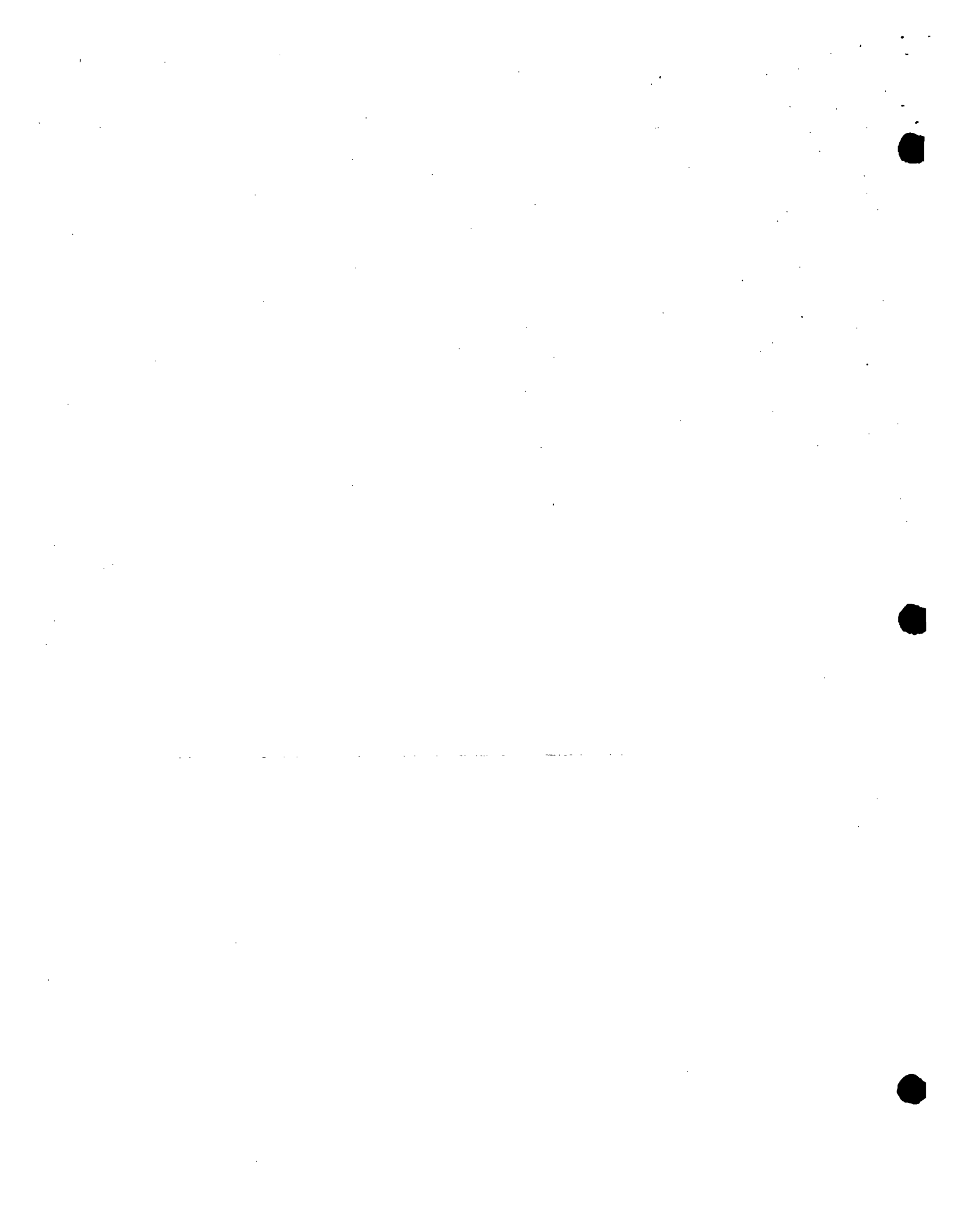
2007 - 2008

Each unit member employed during the 2006-07 school year who was employed continuously for at least 6 months prior to the end of the 2006-07 school year and who continues in service for the 2007-08 school year will receive a 5% salary increase over his/her 2006-07 salary.

LONGEVITY

Upon completion of five full years of service with the District, the annual base salary of an eligible employee, as provided above, would be increased by the following amounts:

6-10 years of service	\$300
11-15 years of service	\$450
16-20 years of service	\$600
21-25 years of service	\$750
26 years or more of service	\$1000

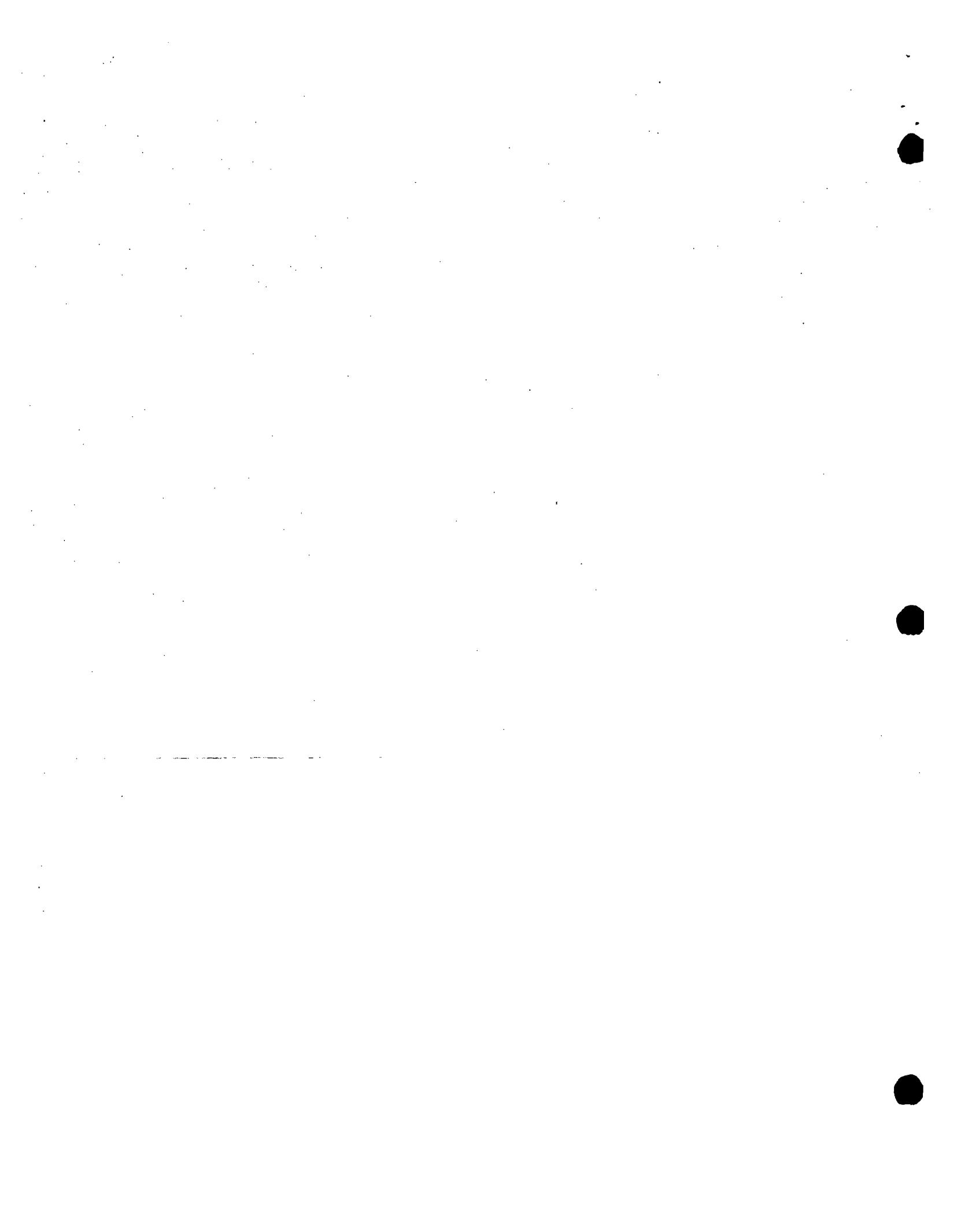


APPENDIX B

ABSENCE REPORT

This is to report my absence from work on _____
due to the following:

- _____ Personal Illness
- _____ Family Illness
- _____ Approved Personal Business Leave
- _____ Religious Leave
- _____ Jury Duty
- _____ Bereavement
- _____ Emergency Personal Business Leave
- _____ Compensatory Time Leave



APPENDIX C

REPORT OF COMPENSATORY TIME EARNED

_____	Date	_____	Hours in excess of 7 hours
_____	Date	_____	Hours in excess of 7 hours
_____	Date	_____	Hours in excess of 7 hours

Employee's Name

Employee's Signature

Supervisor's Signature



**SCOTIA – GLENVILLE CENTRAL SCHOOLS
Office of the Superintendent**



**MEMORANDUM OF AGREEMENT BY AND BETWEEN
SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT
AND
SCOTIA-GLENVILLE PROFESSIONAL REGISTERED NURSES' ASSOCIATION**

This memorandum of agreement represents all amendments and modifications to the July 1, 2006 – June 30, 2008 Agreement between the Scotia-Glenville Central School District and the Scotia-Glenville Registered Professional Nurses' Association. Except as expressly modified by the terms contained herein, all other provisions of the 2006 – 2008 Agreement shall remain in full force and effect and all other proposals by either party to amend or modify the terms of the 2006 – 2008 Agreement are hereby withdrawn.

1. Three year agreement commencing July 1, 2008 through June 30, 2011.
2. Salary increases as follows:
 - 2008 – 2009 at 4% retroactive to July 1, 2008.
 - 2009 – 2010 at 4.25%
 - 2010 – 2011 at 4.5%
3. New Language: Each nurse will be provided with one day of preparatory time prior to the start of each school year to be compensated at a rate of 1/200th of their annual salary.
4. New Language: A stipend position of District Wide School Nurse Coordinator will be created as of the date of contract settlement. Compensation for the position will be prorated for the first year based on \$1000 / 10 months (2008 – 2009) \$1,000 in the first year (2009 -2010) and \$1050 in the second year.

This position is not administrative or supervisory. It is an appointed position. The person appointed to this position would remain in the position for the duration of the contract or until his her resignation from the position during the duration of the contract. Appointment to the position of Nurse Coordinator will be determined concurrent with each new contract.

5. New Language: The District will cover the cost of the Infection Control Course required every four years for RN license registration.
6. Article 1. Association Status

A. Recognition: The Board recognizes the Association for purposes of collective negotiations for all full-time and part-time Registered Professional Nurses of the District.

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7. ARTICLE 3. WORK TIME

Normal Work Period: The regular work year of Professional Registered Nurses shall begin the day following Labor Day and continue until the last day of teacher attendance in June. Professional Registered Nurses will receive the same holidays and recesses as Scotia-Glenville's teachers.

8. ARTICLE 4. MONETARY BENEFITS: COMPENSATION FOR TIME WORKED

With the approval of the principal or immediate supervisor, nurses will be paid for hours worked beyond a seven hour workday. Nurses who work beyond 35 hours but 40 or less hours per week will be paid their hourly rate for each additional hour. Nurses who work beyond 40 hours per week will be paid at time and one-half per hour for each hour over 40. Nurses accompanying students on a field trip of 24 hours or more will not be compensated for eight (8) hours of sleep time in a 24 hour period unless said nurse was required to provide health related services during such eight (8) hour sleep time. In such an event, a nurse will be paid for the actual time involved in providing such health related services in hourly increments, and would be paid a minimum of one hour's salary.

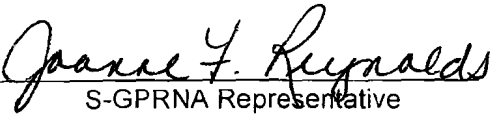
9. ARTICLE 6. HEALTH AND DENTAL INSURANCE BENEFITS

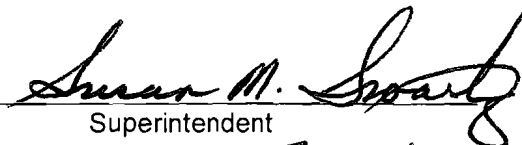
Health Insurance

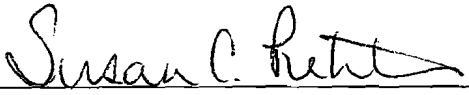
Effective January 1, 2009, the Blue Shield Indemnity Plan (Traditional 907) shall no longer be available to eligible active or retired bargaining unit members.

Effective January 1, 2009, the District will offer the Blue Shield PPO Plan to eligible active or retired bargaining unit members.

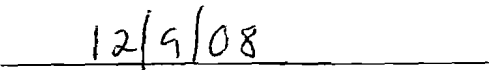
Effective January 1, 2009, the Blue Shield PPO and Blue Shield POS Plans shall have a prescription drug co-pay of \$5 generic, \$20 formulary, and \$35 non-formulary. Mail order co-pays will be \$10 generic, \$40 formulary, and \$70 non-formulary (2 co-pays for 3 prescriptions/3 month's supply).

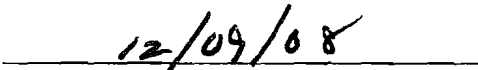

S-GPRNA Representative


Superintendent


S-GPRNA Representative


School Business Manager


Date


Date