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C O N T R A C T

Between

**CHURCHVILLE~CHILI CENTRAL SCHOOL
DISTRICT
BOARD OF EDUCATION**

and

**CHURCHVILLE~CHILI
REGISTERED PROFESSIONAL NURSE'S
ASSOCIATION**

July 1, 2012~ June 30, 2015

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Agreement
Between
Churchville-Chili Central School District
and
Registered Professional Nurses
Churchville-Chili Central School District

Article 1. Agreement

This agreement is made and entered into between the Churchville-Chili Central School District, by the Superintendent of Schools, hereinafter referred to as the District, and the Churchville Chili Central School District Registered Professional Nurses, by the Nurse Facilitator.

Article 2. Appointment

Title: Registered Professional Nurse

A Registered Professional Nurse is licensed to provide nursing care within a scope of practice which includes diagnosing and treating human responses to actual or potential health problems. Registered Professional Nurses conduct nursing assessment, determine nursing diagnoses, establish nursing care goals, develop health care plans and evaluate student outcomes. Every employee in this association must work to the Nurse Practice Act according to Title VIII Education Law, Article 139. The Registered Professional Nurse's responsibilities/duties shall be limited to health care for students/staff.

Nurses shall be employed by the district in accordance with the provisions of NYS Education Law, Section 902:1.

Each unit member shall be covered, at the district's expense, by malpractice insurance and shall be provided a copy of this binder. The Nurse Facilitator will collect the registration forms and submit them to the Director of Pupil Services. The Director of Pupil Services will submit all of the forms to the Business Office for payment.

Long Term School Nurse Subs--Any long term substitute in the registered Professional Nurse position for greater than 60 days will receive the adjusted beginning Registered Professional Nurse salary.

Article 3. Working Hours

The normal workday for all unit members shall be 7.5 hours; all inclusive of a paid lunch break. Nurses will remain within their assigned building throughout the entire scheduled work day and shall be on-call at all times during their scheduled hours by personal cellular phone and/or District radio. The hours for each unit member will be determined by their building principal prior to the beginning of the school year.

Article 4. Work Year

The work year is the same as the teachers' schedule.

The District will pay up to five (5) days per year for other health related business (i.e. preparing new health charts, individualized health plans, immunizations, office set up and emergency medical plans). If more than five (5) days are needed, additional days may be

requested by using the District's Extra Work Request Form. The District will also pay additional days as needed for student sports medical re-certifications and bus driver physicals.

Article 5. Supervisor

Registered Professional Nurses employed by the CCCSD are to report to their building principal and then to the Director of Pupil Services.

Each Registered Professional Nurse assigned to a health office shall assign all health related duties to the health aide.

Each nurse is responsible for providing the building administrator with feedback on the health aide's performance that is assigned to the office. A building administrator is responsible for evaluating the health aide.

Article 6. Paid Holidays

Holidays are included in the work year. The eleven (11) paid holidays are:

Columbus Day	New Year's Eve Day
Veterans' Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Day following Thanksgiving	Good Friday
Christmas Eve Day	Memorial Day
Christmas Day	

If required to begin school before Labor Day, then Labor Day becomes the 12th paid holiday.

Article 7. Sick Leave

The Board of Education shall allow each unit member sick leave without loss of salary up to fifteen (15) working days in any year during the first three (3) years of service to the District, and up to twenty (20) days in any year commencing with the fourth year of service for reasons of personal sickness or physical disability. If any employee does not use the full amount of sick leave allowed in any school year, the amount not used shall be accumulated from year to year and used, if needed, up to a total of not more than two hundred (200) days. Sick days may be used in no less than one-half (1/2) day units.

Unit members who commence work after the beginning contract date shall have their sick days pro-rated in accordance with the beginning date of hire.

Each year up to three (3) days can be used for family illness, subject to documentation upon district request.

Article 8. Personal Leave

Each unit member is allowed up to 37.5 hours of personal leave with full pay during each school year upon approval of the unit member's immediate supervisor. Personal days will be used in hourly increments. The unit member shall submit a written form for such leave to his/her immediate supervisor at least two (2) work days in advance whenever possible or, as soon as possible. These days are not to be considered as or used to extend holidays or vacation days. Except in extenuating circumstances as approved by superintendent or designee, request for personal days will not be approved for the day before or the day after a holiday or vacation day. These days are to be taken in good faith by eligible Unit Members only when

pressing personal obligations that cannot be completed outside work hours require their absence from work.

The following list illustrates examples of acceptable reasons to justify personal obligation absence but is not an exhaustive list of reasons. Note personal days are not to be used for recreation or vacation:

1. Legal or Business Transaction – Court appearance, consultation with lawyer, adoption proceedings, closing of real estate transfer, etc.
2. Family – Graduation or other honors involving individuals' immediate family, illness of family member requiring personal attention of unit member when no one else is available, personal problem, marriage, etc.
3. Funeral – For a person not covered by bereavement leave.
4. Emergencies – Such as failure of furnace, pump, car accident, etc. requiring personal attention of unit member when no one else is available.
5. Medical – Dr.'s appointment which cannot be scheduled at any other time.

Article 9. Bereavement

Unit members shall be granted up to four (4) school days without loss of pay, sick or personal days in the case of a death in the immediate family. Immediate family is defined as: current spouse, parent or step-parent, current father-in-law, current mother-in-law, grandparent, brother, sister, current brother-in-law or current sister-in-law, son, daughter, current son-in-law, current daughter-in-law, grandchild or someone with whom a close personal relationship exists.

Article 10. Emergency Procedures

In the event that (1) school is closed; or (2) student's are released early; or (3) a program of delayed opening is instituted; any of these actions resulting from inclement weather or any other emergency condition for up to five (5) days per year, members of the unit shall, in the order of the above contingencies:

Not be required to report for duty and saved from loss of pay.

In the event the number of days school is closed exceeds five (5) as cited above under the same conditions, employees in the unit will be saved from loss of pay. However, in the event any days in excess of five days are made up as part of the school year, no compensation shall be paid for the make-up days.

Article 11. Release Time

The Association Negotiator and/or his/her designee shall be granted up to three (3) days absence during the work year for the purpose of conducting Association business. Except in case of an emergency, any unit member who takes such time will give the building principal or central office supervisor at least twenty-four (24) hours notice before taking the time. Member may conduct such business without loss of compensation, personal, or sick days.

Article 12. Child Bearing and Child Rearing Leave

A nurse may apply for and will receive an unpaid leave of absence for the purpose of child rearing for a period of time not to exceed one (1) year. Member must return to work for one (1) year of full time work before a subsequent child rearing leave is granted.

The request for child rearing leave shall include the exit date when the unit member anticipates he/she will commence his/her leave and the date when the unit member anticipates returning to his/her duties. The exit date for child rearing leave shall be mutually agreed upon.

A unit member shall confirm to the Superintendent in writing at least 90 days in advance of their intention to resume his/her duties. Upon return to work the unit member shall be assigned to the same position held at the commencement of the leave: or if that position is no longer in existence, to a substantially equivalent position.

All accumulated benefits other than salary, shall be reinstated as a benefit to the unit member upon their return to work. Seniority freezes when unit member goes out on leave, and resumes upon their return.

Article 13. Family Medical Leave Act (FMLA)

Employees shall be entitled to FMLA leave in accordance with the statute and the District's FMLA policy. Whenever an employee is absent from work for a reason which qualifies for FMLA leave, the employee shall be treated as on FMLA leave until the employee's absence ends or the employee's FMLA leave entitlement is exhausted, whichever occurs first.

Article 14. Leave of Absence

All members of the unit may be granted up to one year's leave of absence without pay or benefits upon written notification of thirty (30) days to the Board of Education. This is subject to approval of the Board. During this time the employee shall lose no accrued benefits.

Upon his/her return to work, the unit member shall be assigned to the same position as held at the commencement of the leave; or if that position is no longer in existence, to a substantially equivalent position.

Article 15. Compensation and Benefits/Health Insurance

A. Medical Insurance

The District offers full-time unit members the choice of the Rochester Area School Health Plan (RASHP I) or the RASHP II plans. For unit members of record as of October 31, 2013, the District contribution for such coverage chosen shall be limited to 90% of the premium cost of the Blue Point 2 Value Plan effective November 1, 2013. For full-time unit members who are hired on or after November 1, 2013, the District will offer unit members the choice of the Rochester Area School Health Plan-RASHP I or the RASHP II plans. The District contribution for such coverage chosen shall be limited to 85% of the premium cost of the Blue Point 2 Value Plan. Unit members will pay by payroll deduction any monthly premium expense in excess of the District's contribution. The District retains the sole and exclusive rights to provide new or different health insurance carriers and/or health insurance plans/programs.

The District will institute payment for retiree as follows:

25 years service – 70% paid

20 years service – 60% paid

15 years service – 50% paid

This coverage will continue until employee is eligible for Medicare.

B. Dental Plan:

In accordance with the regulations of the carrier, unit member will be eligible for coverage in the District Dental Plan (BS Dental – Option 1 “Smile Saver”). The District will pay 85% of the monthly premium and the employee will pay 15% of the monthly premium.

C. Flexible spending Plan:

All unit members will be entitled to participate in the district’s flexible spending plan.

Article 16. Grievance Procedure

A. General Provisions

- 1) A grievance is a claim by an employee that there has been a violation, or a misinterpretation or inequitable application that constitutes a violation of any provision of this Agreement. It is specifically agreed that the grievance and arbitration procedure shall not apply to the evaluation of employee performance.
- 2) Any employee or group of employees aggrieved by an action may file a grievance. With respect to any particular grievance, the grievant is the employee or group of employees who have signed the grievance.
- 3) An employee shall perform all duties as instructed even though he/she may feel aggrieved (unless the duty involves undue risk to the safety and health of the individual or violates the scope of practice of the nursing license).
- 4) A grievant has the right to be represented at his request at any stage of the grievance procedure. At Steps 1 and 2, the grievant may be accompanied only by an employee designated by the Union.

B. Timelines

- 1) The timelines for each step of the grievance procedure are set forth in section 15-C of this article.
- 2) If a grievance is not filed within the timeline stated at the first step, the grievance is deemed waived and need not be processed by the District. If the grievant and/or the Union fail to meet any subsequent timeline, the grievance will be considered resolved on the basis of the previous answer.
- 3) If the District fails to meet any timeline in the grievance procedure, the grievance may be moved to the next step of the grievance procedure as if the grievance had been denied by an answer rendered on the last day set forth in the procedure.
- 4) An extension of any timeline set forth in the grievance procedure is permissible if both the Union and the District specifically agree to the extension.
- 5) “Working Day” means any day except a Saturday, a Sunday, or a holiday.

Procedures

- 1) First Step: The employee must orally confer with the Supervisor to seek acceptable resolution of the grievance not later than the tenth (10th) working day

after becoming aware of the incident out of which the grievance arose. The grievant must state that he is filing a grievance. The Supervisor then has (10) working days in which to give the grievant an oral answer. If all or substantially all of the employees in the bargaining unit are aggrieved by the same incident, the Union may submit a grievance on their behalf in writing directly to the Superintendent at the third step. Such a grievance must be submitted no later than the tenth (10th) working day after becoming aware of the incident out of which the grievance arose, and the signature of the union representative may be substituted on the grievance for the signature of the actual grievances. Such grievance shall not be subject to the procedures of the first step or second step.

2) Second Step: If the grievant is not satisfied with the oral response from the first step, the grievant may submit the grievance in writing by filing it with the Supervisor on the form provided by the District not later than ten (10) working days after receiving the oral response. The Supervisor shall issue a written response to the grievant not later than ten (10) working days after receiving the written grievance.

3) Third Step: If the grievant is not satisfied with the response from the second step, the grievant may file an appeal in writing to the Superintendent not later than ten (10) working days after receiving the written response from the second step. The Superintendent shall hold a meeting with the grievant and his Supervisor regarding the grievance not later than ten (10) working days after receipt of the appeal. The Superintendent shall issue a written response to the grievant not later than ten (10) working days after the conclusion of this meeting.

4) Fourth Step: If the grievant is not satisfied with the response from the third step, the grievant may request the Union to file an appeal in writing with the Labor/Management committee. The written appeal must be delivered to the Labor/Management committee not later than ten (10) working days after the grievant received the response from the third step. If the Union so submits the grievance, the Labor/Management Committee shall hold a meeting with the grievant and his Supervisor regarding the grievance not later than ten (10) working days after receipt of the appeal. The Labor/Management committee will submit a written advisory recommendation to the Superintendent not later than ten (10) working days after the conclusion of the meeting.

5) Fifth Step: The Superintendent shall issue a written response to the grievant and the Union Business Representative not later than ten (10) working days after receipt of the written recommendation from the fourth step.

6) Sixth Step:

- a. The Union may appeal the grievance to arbitration by delivering a letter to that effect to the Superintendent not later than ten (10) working days after receipt of the decision at the fifth step. In the ten (10) working days following delivery of that letter, the parties may attempt to agree on an arbitrator to hear and determine the case. If no arbitrator has been selected by the end of those ten (10) working days, the Union must, within three (3) working days of the end of that period, mail a demand for arbitration to the American Arbitration Association (AAA) and a copy of said demand to the Superintendent. The Union shall send with the demand a letter to the AAA requesting that it send to each party a list of twenty (20) names of the arbitrators. Within ten (10) working days of receipt of such list, each party shall return its copy of the list to the AAA with the names of unacceptable arbitrators crossed off and all others, if any, numbered in order of the

party's preference. The AAA shall then name as arbitrator the person most preferred by the parties as indicated on the list, but if there is no mutual choice, then the AAA shall send each party a second list of twenty (20) names and the foregoing procedure shall be repeated. If there is no mutual choice on the second list, the AAA shall name another person to serve as arbitrator, but he shall not be a person who is on either of the lists.

- b. The arbitration proceeding shall be governed by the Voluntary Labor Arbitration Rules of the AAA to the extent that such rules do not conflict with this Agreement.
- c. The fees and expenses of the arbitrator shall be shared equally by the parties, but all other expenses of the arbitration shall be borne solely by the party that incurs them.
- d. The arbitrator shall have the power to determine whether the grievance is properly before him, and if so, to decide whether or not the Agreement has been violated as alleged in the grievance. In making his determination, the arbitrator shall interpret and apply the provisions of this Agreement, but he shall have no power to add to, subtract from or modify the terms of this Agreement, or to review any matter which is reserved to the judgment or discretion of the District, the Board of Education, the Superintendent of any other District administrator. The arbitrator may recommend and appropriate remedy where he finds a violation of the Agreement. The decision for the arbitrator shall be final and binding on the parties and the employees.

Other Provisions

- 1) No employee shall be subject to reprisal, intimidation, harassment, or coercion by any other employee, by the District or by the Union, or by any organization with which the Union is affiliated, because of having exercised their rights under the grievance procedure.
- 2) The grievance procedure set forth in this Article is the exclusive method for the resolution of claimed violations of the terms of this Agreement.
- 3) Before submitting a grievance, an employee shall consider whether his complaint about the action of the District could also be addressed by commencement of a proceeding before a judicial, administrative or legislative body or person. If it could be so resolved, the employee must divide between submitting a grievance or commencing such a proceeding because it is hereby agreed that : (a) submitting a grievance bars the employee and the Union from then or later commencing any judicial, administrative, or legislative proceeding involving the same action(s) of the District as is the subject of the grievance; and (b) commencing a judicial, administrative, or legislative proceeding bars the employee and the Union from then or later submitting a grievance involving the same action(s) of the District as is the subject of the grievance.
- 4) Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate representative of the District and having a grievance informally adjusted without intervention of the Union. In the event that any such grievance is so adjusted, while it shall be binding upon the aggrieved employee and shall in all respect be final, it

shall not create a precedent or ruling binding upon either party unless consented to by the Union. The Union shall be notified of all such adjustments or grievances.

Article 17. Conference Days

The District will establish a fund of \$2,000 annually for the purpose of members of the unit to attend conferences, seminars and workshops. The District Nurse Facilitator will ensure each unit member attends at least one conference per school year. The fund will be administered by the District. Those who wish to attend such conferences shall apply to the Administration for approval. Administrative approved applications will be awarded in the order received and date stamped by the office of the Assistant Superintendent for Human Resources.

No deductions shall be made from sick leave, personal days or salary for those nurses who attend authorized conferences. And, if the course/conference is conducted beyond the regularly scheduled work week, the nurse shall be eligible for the same rate of pay as work performed beyond those days specified by the school calendar.

Article 18. New York State Retirement

All full time employees are required by State Law to join the NYS Employee Retirement System. Part-time employees may elect to join the system. All unit members shall be covered by Option 41-j which converts unused sick leave to service credit at retirement.

Article 19. Jury Duty

When a member of the unit is on jury duty, the employee shall be paid their daily salary for each day on jury duty. The employee will not be required to turn jury duty pay over to the District.

Article 20. Salary Notice

All members will receive their Salary Notice on or before July 1 of any given year. The Memorandum shall contain:

1. Board of Education Current Position Appointment Date
2. Civil Service Title
3. Unit
4. Effective Dates: School Year
5. Contract Months
6. Paid Days
7. Per Hour Amount

If bargaining is not complete by July 1, the District will place a note on the Salary Notice.

Article 21. Personnel file

A unit member shall be allowed to review and copy all items contained in their personnel file maintained by the District, except for pre-employment recommendations. No material of a derogatory nature or critical of a unit member shall be placed in the personnel file maintained by the District without the knowledge of the unit member.

The unit member may append a written response or rebuttal to any material placed in the personnel file.

The District's personnel file will contain all records pertaining to the unit member's employment with the district, excluding payroll records, attendance records or benefit records.

Article 22. Evaluation of Members of the Registered Professional Nurses Association

When a formal evaluation of an employee is prepared in writing, the employee shall be given the opportunity for a meeting with the evaluator prior to the evaluation being placed in his/her personnel file. The employee shall be given a copy of the written evaluation at least three (3) working days prior to meeting with the evaluator. Within three (3) working days of the meeting, the employee shall return a signed copy of the valuation to the evaluator. Within ten (10) working days of the meeting, the employee may submit a written response to the evaluation, and that response will be attached to the evaluation. Probationary unit members will be evaluated two (2) times per year and an administrator will evaluate permanent unit members at least once every two years.

Article 23. Discipline and Dismissal

Unit members holding the position of Professional Registered Nurse who since their last date of hire have completed five (5) years of continuous service to the District are entitled to Section 75 and 76 of the New York State Civil Service Law (and any successors thereto).

Article 23-A. Discipline and Dismissal – Unit members with more than 3 years but less than 5 years of experience.

1. The procedures set forth in this Article 23-A are applicable only to employees holding the position of professional registered nurse who since their last date of hire have completed three (3) years of continuous service to the District.
2. When a Professional Registered Nurse is demoted, suspended without pay, fined or discharged (which terms collectively are referred to as “discipline”) by the District, written notice of such action and the District’s reasons therefore shall be given to the employee at the time of that action or as soon thereafter as practicable, but in any case not later than the fifth (5th) working day after the District imposes the discipline. The discipline shall take effect immediately, or at a later date if so specified by the District. A copy of the written notice shall be given to the Association President as soon thereafter as is practicable.
3. If the employee disagrees with the discipline set forth in the written notice, the employee has the right to file with the Superintendent, not later than the tenth (10th) working day after the day on which the employee received the written notice, a written statement explaining the employee’s disagreement with the discipline. Failure to submit a written statement of disagreement by that time shall constitute acceptance of the discipline imposed. Not later than the tenth (10th) working day after the day on which the Superintendent receives the written statement, the Superintendent or his designee shall meet with the employee and an Association representative to discuss the employee’s statement disagreeing with the discipline. Not later than the tenth (10th) working day following that meeting, the Superintendent shall transmit to the employee and the Union representative a written determination on the imposition of the discipline.
4. The written determination of the Superintendent shall be final, and shall not be subject to the grievance procedure of this Agreement or to any other form of review or appeal.

Article 24: Salaries, Wages, and Other Reimbursement

1. Salaries of unit members will be determined as follows for the duration of this contract:

2012-2013	-- 2.25% + \$175. Retroactive to 7/1/2012
2013-2014	-- 2.25% + \$175. Retroactive to 7/1/2013
2014-2015	-- 2.75% + \$100.

Effective the day following full ratification of the 2012-2015 contract, the following unit members will receive a one-time additional salary adjustments: K. Buckley +4.38/hour, S. Iacucci +4.13/hour, A. Keisidis +3.67/hour, A. Knuuti +2.65/hour, L. McCreedy +3.60/hour and K. Swan +4.43/hour.

2. Effective the 2013-14 school year, the Registered Professional Nurse Facilitator will be given an annual stipend of \$4,250 and effective the 2014-15 school year the annual stipend will increase to \$5000. The annual stipend includes the Registered Professional Nurse Facilitator working an additional 30 minutes each workday on District issues.

3. The rate of pay for work performed beyond those days specified by the school calendar shall be \$175.00/day for a 7.5 hour day for the duration of this agreement. To be eligible for this pay the unit member must submit a written request as to the proposed days to be worked and the scope/purpose/type of work to be performed no later than one calendar week in advance of the proposed work days. The request is subject to district approval.

4. Effective the 2013-14 school year, newly hired nurses shall have a beginning rate not less than \$19.09 to \$20.09/hour.

5. Newly hired nurses with a Bachelor or Master Degree will be paid an additional \$0.25/hour.

6. "Call Back"- compensation – Administration may ask unit members to respond to an emergency situation outside of the regularly scheduled workday of 7.5 hours a day. A unit member who works beyond the 7.5 hours a day will be paid a two hour minimum at their hourly rate provided there has been a break in service of one half hour or more between the regular hours and the returning time. This is subject to the nurse's availability.

7. A nurse needs to obtain permission from the building administrator prior to working beyond the scheduled 7.5 hours a day giving the expected time of that unscheduled work.

The Registered Professional Nurse Facilitator is a Registered Nurse with a minimum of five (5) years experience in the school nurse setting. The Nurse Facilitator will provide organization and coordination in the delivery of Health Care Services within the District in collaboration with district and building administrators, the School Physician, teachers, parents and other staff. Beginning November 1, 2013 the Registered Professional Nurse Facilitator position will be a three year appointment. The District will conduct an application and interview process to determine appointment of the Registered Professional Nurse Facilitator.

The Nurse Facilitator will work with the Director of Pupil Services to insure development, implementation, consistency and compliance with local, state, federal and other health care mandates as well as policies, procedures, and regulations of the school district.

Article 25. Reduction in Force/Layoff – Seniority

In the event that there is a reduction of nurses, the Board shall first retain nurses with the longest period of service in the School District. The nurse who was the last to be employed by the District, will be the first to be laid off and no nurse with less service in the District shall be retained while another nurse with greater seniority is being released; provided that if a nurse with greater seniority requests in writing that they be included in the layoff, said nurse will be granted their request.

Article 26: Job Openings

Notices for all Registered Professional Nurse Association unit positions that become open for any reason shall be posted for a period of ten (10) work days prior to any action taken by the district to fill the open position. Unit members may apply for any open position and will be given an interview and equal consideration with all other applicants for this position.

Article 27: Retirement Benefit Plan

For the 2012-2015 contract; the Retirement Incentive Program shall be in effect for members of the Churchville-Chili Nurses Association Unit who meet the following requirements and eligibility criteria.

1. The unit member must meet the eligibility criteria under the New York State Public Employees' Retirement System and actually retire on or before June 30, 2015.
2. The unit member must have been a full time employee of the Churchville-Chili School District for 15 years on or before the date he/she elects to retire.
3. The unit member who elects to retire must give the District ninety (90) days written notice prior to the anticipated date of retirement. Such notice shall be in writing to the Superintendent and shall be a letter of retirement and resignation from the District.
4. Any eligible unit member who elects to retire under this plan shall receive a payment of \$7,000.00 within three (3) months of leaving service.
5. The Retirement Incentive Plan will be offered to all employees meeting the provisions of this article and retire within the date this contract is signed and the date this contract expires. The retirement incentive will expire at midnight on June 30, 2015.

Article 28. Duration of Agreement

This agreement shall be effective from July 1, 2012, and continue in force and effect until June 30, 2015, or until a successor agreement is reached.

The provisions of the agreement supersede all conflicting policies and directives of the Board and may be changed only through mutual agreements of the Board and the Association.

Approved: Dated this _____ day of October, 2013.

For the District:

For the Association:

Superintendent

RPNA Unit President