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Contract Database Metadata Elements

Title: **Yorktown Central School District and Yorktown Professional Registered Nurses Unit, CSEA Local 1000, AFSCME, AFL-CIO (2006) (MOA)**

Employer Name: **Yorktown Central School District**

Union: **Yorktown Professional Registered Nurses Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000**

Effective Date: **07/01/06**

Expiration Date: **06/30/10**

PERB ID Number: **6566**

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9 members

RN/6566

MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE YORKTOWN CENTRAL SCHOOL DISTRICT, hereinafter referred to as "The District" and THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSME, AFL-CIO, YORKTOWN PROFESSIONAL REGISTERED NURSES UNIT, hereinafter referred to as "The Association";

WHEREBY, the District and the Association agree to revive and incorporate the provisions of the agreement between them that expired on June 30, 2006 into a successor four year agreement effective July 1, 2006 and terminating on June 30, 2010, except as modified by the following provisions:

1. Article 10 - Parental Leave - Restrict to no more than 24 months in a five-year period (at pg. 7).
2. Article 14 - Personal Leave - Add restriction on use of personal leave the day before or after a holiday or recess period.
3. Article 15 - Personal Insurances - Require an employee health insurance premium contribution of five (5%) Individual/5% family effective January 1, 2007, 5.5%

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NYS PUBLIC EMPLOYMENT RELATIONS BOARD

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Individual/5.5% Family effective July 1, 2007 and 6% Individual/6% Family effective July 1, 2009. If the unit member opts for the HMO and the HMO is higher in cost than the P/N Westchester Health Insurance Plan, the professional Registered Nurse must pay the difference in addition to the cost of their premium contribution in the percents set forth above.

Also, add the following as a next paragraph:

"The District shall contribute towards the cost of retiree health insurance premiums for unit members who have worked in the District for at least ten (10) years, 60% towards the Individual and 60% towards the cost of Family health insurance in the Putnam/Northern Westchester Health Insurance Plan. Those unit members who have worked for twenty (20) or more years in the District shall be entitled to District premium contributions to the same extent paid on behalf of employees actively employed in this bargaining unit."

4. Article 15, Section 15.2 - Personal Insurances - Health Buy-out - Restrict the buy-out payment to 30% of the savings accrued to the Board or \$4000, whichever is less. (at pg. 9).
5. Article 15 - Section 15.3 - Welfare Fund - Increase by \$50.00 per capital per annum for each of the years 2006-2007 through 2009-2010.
6. Nurse Coordinator Stipend - Change to \$3,500.00 effective July 1, 2006.

- 7. Article 4, Section 4.1 - Salary Schedule Increases - 3.75% to each step of the salary schedule effective July 1, 2006, an additional 3.75% effective July 1, 2007 and an additional 3.75% effective July 1, 2008 and an additional 3.75% effective July 1, 2009.

- 8. Article 6 - Increase the longevity amounts at each of the three longevity levels by 3.75% during each of the school years 2006-2007 through 2009-2010.

SO AGREED THIS 20TH DAY OF NOVEMBER, 2006, SUBJECT TO RATIFICATION BY THE RESPECTIVE CONSTITUENCIES.

THE DISTRICT *Vint Zucolich*
 BY: *[Signature]*

THE ASSOCIATION
 BY: *Cecilia Hoyle, CSEA*
Victoria Hillman
Elaine Goodwin

YORKTOWN PROFESSIONAL REGISTERED NURSES
PROPOSED SALARY SCHEDULE
SEPTEMBER 1, 2006-AUGUST 31, 2010

	2006-2007	2007-2008	2008-2009	2009-2010
1.	40,432	41,948	43,521	45,153
2.	42,384	43,973	45,622	47,333
3.	44,335	45,998	47,723	49,513
4.	46,289	48,025	49,826	51,694
5.	48,242	50,051	51,928	53,875
6.	50,195	52,077	54,030	56,056
7.	52,148	54,104	56,133	58,238
8.	54,099	56,128	58,233	60,417
9.	56,053	58,155	60,336	62,599
10.	58,006	60,181	62,438	64,779
11.	59,958	62,206	64,539	66,959

Professional Registered Nurses will advance annually to their new step.



AGREEMENT

by and between the
BOARD OF EDUCATION

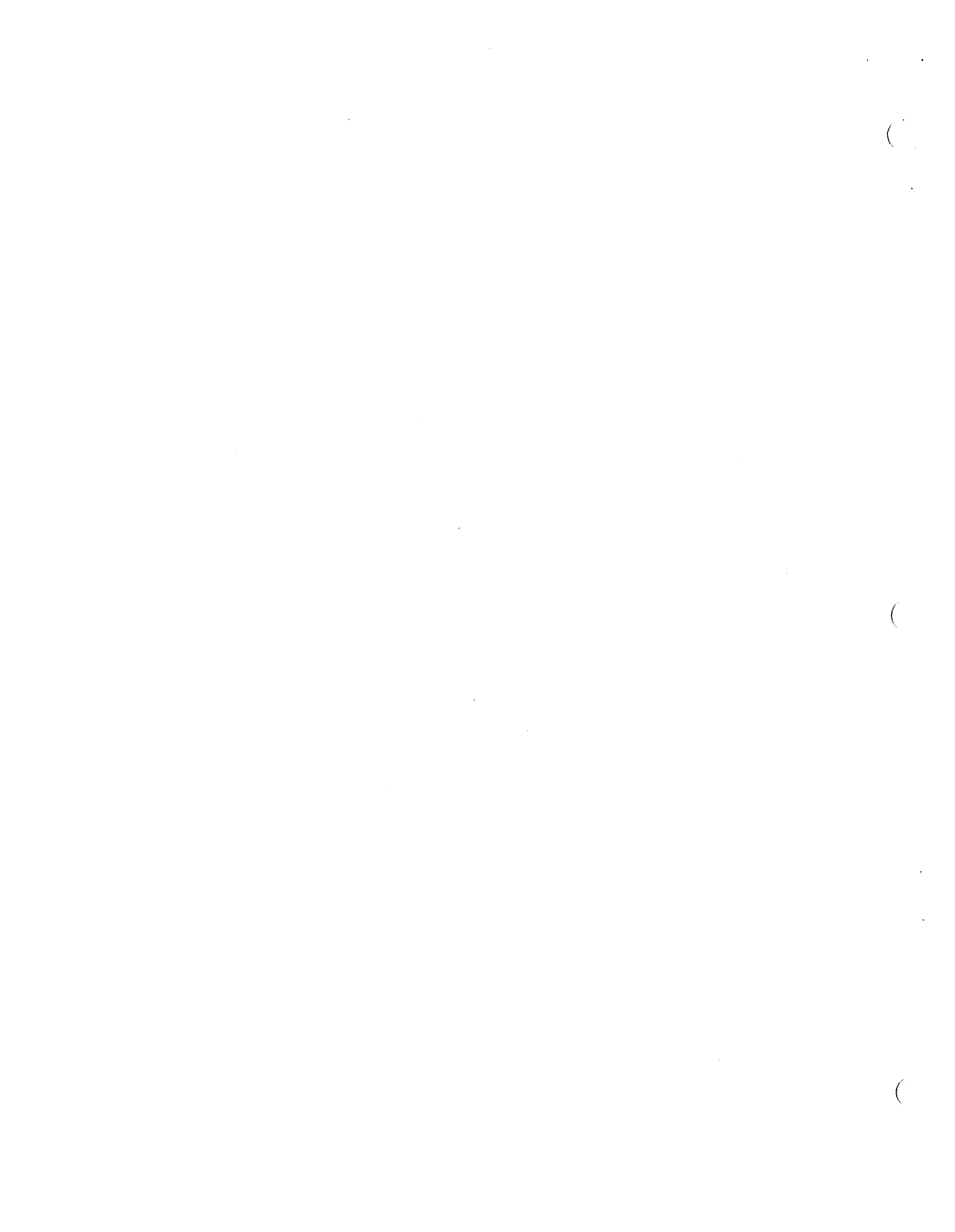
of the
**YORKTOWN CENTRAL
SCHOOL DISTRICT**

and
**CSEA, Local 1000 AFSCME,
AFL-CIO**



Yorktown CSD Professional Registered Nurse Unit
Westchester County Local 860

September 1, 2003 - August 31, 2006



MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE YORKTOWN CENTRAL SCHOOL DISTRICT, hereinafter referred to as "The District" and THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSME, AFL-CIO, YORKTOWN PROFESSIONAL REGISTERED NURSES UNIT, hereinafter referred to as "The Association";

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THE DISTRICT *Vint Zucolich*
 BY: *[Signature]*

THE ASSOCIATION
 BY: *Cecilia Hoyle, CSEA*
[Signature]
Elaine Goodwin

YORKTOWN PROFESSIONAL REGISTERED NURSES
PROPOSED SALARY SCHEDULE
SEPTEMBER 1, 2006-AUGUST 31, 2010

	2006-2007	2007-2008	2008-2009	2009-2010
1.	40,432	41,948	43,521	45,153
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Professional Registered Nurses will advance annually to their new step.

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ARTICLE 1
RECOGNITION

1.1 The Board of Education of the Yorktown Central School District hereby recognizes the Civil Service Employees' Association, Inc., Local 1000, American Federation of State, County and Municipal Employees' Union, AFL-CIO, as the exclusive employee organization representing the Yorktown Professional Registered Nurse Unit, Westchester County Local 860, for the purpose of negotiating collectively the determination of, and administration of grievances arising under, terms and conditions of employment and for the purpose of entering into written agreements in determining such terms and conditions of employment.

1.2 This recognition is to continue unchallenged until seven months prior to the expiration of this Agreement.

1.3 This recognition is conditioned upon the aforementioned employee organization having affirmed, and hereby reaffirming, through its officers, that it does not assert the right to strike against any Government, or to impose an obligation to conduct, assist, or participate in such a strike.

1.4 The terms "employee organization," "terms and conditions of employment," "Government," and "strike" are for the purpose of this contract to have the same definition as that which is given to them by Section 201 of the New York State Public Employees Fair Employment Act.

ARTICLE 2
RIGHTS OF THE CSEA

2.1 Pursuant to the terms and conditions of the Public Employees Fair Employment Act, the Board shall deduct from the wages of all professional Registered Nurses who have so authorized and directed the Board to do so in writing and remit to the CSEA dues for the following professional organization: Yorktown Registered Nurses Unit of the Civil Service Employees Association, Inc. These deductions shall commence at an agreed upon pay period after September 1. Dues deducted after each payroll period will be remitted to the CSEA.

2.2 Pursuant to Section 208.3(b) of the Civil Service Law, the Board agrees to deduct from the wages of all members of the bargaining unit represented by the Yorktown Registered Nurses Unit of the CSEA who have not filed dues deduction authorizations with the Board and amount equivalent to the amount of the sums so deducted to the Yorktown Registered Nurses Unit of the CSEA. The pay

periods for which such deductions shall be made shall be as determined in accordance with the above.

2.3 Delegates of the Professional Registered Nurses Unit shall be granted a total of five days to attend CSEA workshops, conventions, and conferences.

2.4 Professional Registered Nurses may be allowed leave time with pay to attend conferences at the discretion of the building principal.

2.5 This Agreement shall be printed and distributed by the CSEA. A reasonable number of copies shall be provided to the administration.

ARTICLE 3 **WORKDAY, WORKWEEK, AND WORK YEAR**

3.1 Professional Registered Nurse work day and work week shall be seven hours per day, thirty-five hours per week, inclusive of a half hour lunch period.

3.2 The regular work year of Professional Registered Nurses shall coincide with the school calendar, but in no event shall it exceed 185 days plus staff orientation day.

3.3 Nurses will report to their assigned schools two (2) days before the students return for the start of the new school year. The early reporting is for new school year preparation time. Nurses may request to report to work 1 additional day earlier with the approval of the Assistant Superintendent of Pupil Services. Nurses will be paid for the days when they report to school for preparation for the school year.

ARTICLE 4 **COMPENSATION**

4.1 Salary Schedules effective September 1, 2003, September 1, 2004, and September 1, 2005 shall be as reflected in Exhibit I.

4.2 Professional Registered Nurses will advance annually to their new step, as indicated in the Salary Schedule in Exhibit I. Professional Registered Nurses new to the district hired prior to February 1 will receive a step advancement effective September 1 of the next school year.

4.3 An Educational Improvement Program with the purpose of providing Professional Registered Nurse training shall be established. The Board shall

contribute \$2,600 for this program in each of the years of this Agreement. It is expected that the funds provided will be expended each year and shall be expended if there are adequate proposals for the program recommended by the Educational Improvement Committee and approved by the Superintendent or his designee. If, however, the funds provided for any one (1) year are not expended, they will not be carried over to the following year.

4.4 Payment for State mandated courses related to licensure will not be made by funds from the Educational Improvement Program. Rather, the Board will pay for such courses.

4.5 A joint committee consisting of two Professional Registered Nurses appointed by the CSEA and two administrators appointed by the Superintendent shall be established to explore ways in which the Educational Improvement Program can be effectively used. Such use may include stipends for Professional Registered Nurses participating in educational improvement. The committee shall report to the Board and the CSEA by the end of August, 1994.

ARTICLE 5 **COORDINATOR OF NURSES**

5.1 Effective September 1, 2003, the stipend for the Coordinator of Nurses shall be increase to \$2750.

Effective September 1, 2004, the stipend for the Coordinator of Nurses shall be increase to \$2900.

Effective September 1, 2005, the stipend for the Coordinator of Nurses shall be increase to \$3050.

ARTICLE 6 **LONGEVITY**

6.1 After nine (9) years of continuous service in the District and commencing with the tenth (10th) year, an honorarium of one thousand five hundred dollars (\$1,500) is granted per year. After fourteen (14) years of continuous service in the District and commencing with the fifteenth (15th) year, an additional honorarium of one thousand five hundred dollars (\$1500) is granted per year.

After nineteen (19) years of continuous service in the District and commencing with the twentieth (20th) year, an additional honorarium of one thousand five hundred dollars (\$1500) is granted per year.

After twenty four (24) years of continuous service in the District and commencing with the twenty-fifth (25th) year, an additional honorarium of one thousand five hundred (\$1500) is granted per year.

ARTICLE 7
OVERTIME

7.1 Hours worked at the request of the administration within a work week in excess of 35 hours through 40 hours shall be paid at straight time.

7.2 Hours worked at the request of the administration in excess of 40 hours in a week shall be paid at the rate of time and one half.

7.3 Call Back Pay – Any member of the bargaining unit called back to work either before or after the normal work day shall be guaranteed a minimum three (3) hours pay at time and one-half (1½).

ARTICLE 8
MILEAGE ALLOWANCE

8.1 Professional Registered Nurses will be reimbursed at the prevailing district rate when their private vehicle is used with the authorization of the administration on school district business.

ARTICLE 9
PER DIEM LEAVE

9.1 Professional Registered Nurses shall receive seventeen days of per diem leave each year.

9.2 Per diem leave days for persons hired for less than one year will be prorated on a monthly basis.

9.3 Per diem leave not taken in any school year will be accumulated up to 180 days to be used solely for sick leave.

9.4 Per diem leave is defined as absence from duty because of illness, disability due to pregnancy, childbirth, injury, quarantine, or religious observance. "Religious observance" refers to days on which the religion requires absence from work, and for which appropriate documentation can be provided.

9.5 Any medical examination or immunization required by the Board of Education shall be by doctors designated by the Board and at the Board's expense.

9.6 There shall be a sick bank for the use of Professional Registered Nurses who have been employed by the Board for more than three years, who have exhausted their personal sick leave accumulation and who are suffering a long-term medical catastrophe. Sick days may be granted to Professional Registered Nurses out of the bank up to 25 days a year for the entire unit, subject to a per person maximum of 15 days a year, except that if less than 25 such days have been granted by June 30, the Superintendent may grant additional days in a special case up to the 25 day bargaining unit limit. All requests must be made in writing to the Assistant Superintendent of Schools and must be supported by appropriate medical evidence.

ARTICLE 10 **PARENTAL LEAVE**

10.1 Parental leave of up to 24 months will be granted upon request supported by suitable medical evidence without pay or increment. Adoption of a child two years of age or younger shall constitute grounds for requesting leave under this section. Parental leave must be taken either before the birth or adoption of the child or within 30 days thereafter. A Professional Registered Nurse returning from parental leave must do so at the beginning of a school year, except at the discretion of the Board or except if an appropriate vacancy exists during a school year, unless law requires otherwise. A Professional Registered Nurse on such leave must make known to the Assistant Superintendent by April 1 of the preceding school year her intention to return.

ARTICLE 11 **JURY DUTY**

11.1 Leave for jury duty with pay shall be granted to the employee provided that she remits to the district an amount equal to the amount she receives for such jury duty, excluding mileage, provided that in no case may the employee be required to remit an amount in excess of the amount of her salary for the period of such leave.

ARTICLE 12
WORKERS' COMPENSATION

12.1 Sick leave days for employees who, as a result of injuries sustained while working for the district as determined by the insurance carrier and/or the Workers' Compensation Board, shall be restored to the employee as follows:

After the district has received from the insurance carrier an amount representing partial reimbursement for wages advanced during the absence of the employee, the following formula shall be used to compute sick leave days to be restored to such employee:

Amount of partial reimbursement for wages advanced during the absence of the employee divided by the employee's daily wage at the time wages were advanced equals the number of days of sick leave to be restored. Fractions of days resulting from the application of the above formula shall not be restored.

ARTICLE 13
DEATH IN THE IMMEDIATE FAMILY

13.1 Up to five working days of absence will be allowed for each death in the immediate family. An additional five days, deductible from sick leave, may be used in each such case. Immediate family shall include employee's spouse, children, mother, father, sisters, brothers, grandparents, mother-in-law, father-in-law, or anyone living in the employee's household.

ARTICLE 14
PERSONAL LEAVE

14.1 Three working days per year, non-cumulative, are allowed for personal but unstated reasons such as closing on houses and other pressing family needs and not merely for personal convenience. Such leave shall not be used to extend vacation. Professional Registered Nurses requiring a personal day immediately before or after vacation, due to extenuating circumstances, will make application for same by contacting the Assistant Superintendent for Administrative Services of the district. Notice of such leave must be made at least 24 hours in advance, except in emergencies. Personal leave days for Professional Registered Nurses hired for less than a school year will be prorated.

ARTICLE 15
PERSONAL INSURANCES

15.1 The Board will pay 100% of the premium for individual and family health insurance in the Putnam/Northern Westchester Health Insurance Plan ("The Plan") which became effective July 1, 1992, or in an H.M.O. If the cost of the H.M.O. is higher than the cost of the Plan, the Professional Registered Nurse must pay the difference. The Board shall have the option to change health insurance carriers provided the level of benefits is not diminished. Any proposed change shall be submitted to the CSEA at least sixty (60) days prior to the effective date of any change.

This benefit will apply to all members of the unit employed prior to May 1, 1998. An employee hired on or after May 1, 1998 will be eligible for health insurance coverage as above only if the employee works 20 hours or more per week.

15.2 If any member of the Professional Registered Nurses Unit chooses not to have the health insurance coverage provided in Section 15.1 above, the Board will compensate the Professional Registered Nurse at the rate of thirty per cent (30%) of the amount of savings accrued to the Board. Such compensation will be made each year that the Professional Registered Nurse continues to forego health insurance coverage. If the Professional Registered Nurse decides to resume coverage under Section 15.1 because of loss of alternate coverage due to unforeseen events, the Board will restore coverage as soon as permitted under the insurance plan in effect.

15.3 The Board will contribute \$875 per Professional Registered Nurse to the Welfare Fund during 2003-04 school year; \$925 per Professional Registered Nurse during the 2004-05 school year, and \$975 per Professional Registered Nurse for the 2005-06 school year.

ARTICLE 16
RETIREMENT

16.1 The Board of Education shall provide New York State Employees' Retirement System Plan 75i in each year of this Agreement.

16.2 Professional Registered Nurses who are full-time and will be eligible to retire under New York State Employees' Retirement System provisions, who have twenty (20) years of service in the profession and who submit to the Board an irrevocable, written resignation six (6) months advance, will be entitled to

receive a retirement incentive of ten thousand dollars (\$10,000). However, at the time a nurse informs the Board of his/her resignation, said nurse may specify that he/she waives the payment of ten thousand dollars (\$10,000). In such case, the Board will make a payment of ten thousand dollars (\$10,000) to the YCT Welfare Insurance Fund to be used to provide appropriate future benefits to said nurse. The retirement incentive will be paid the day after the effective date of the nurse's retirement.

For purpose of this clause, notice of intent to retire must be filed with the Board by Jan 1st, effective June 30th of that year.

For purposes of this current bargaining agreement only, a side-letter of agreement will extend the retirement incentive to Part-time Professional Registered Nurses who qualify under provision 16.2 and their incentive shall be pro-rated commensurate with their part-time status.

ARTICLE 17 **HEARING UPON DISMISSAL FOR CAUSE**

17.1 Professional Registered Nurses shall be entitled to a hearing before the Superintendent of Schools or his designee upon dismissal for cause. Such request for hearing must be submitted in writing to the Superintendent of Schools no later than ten days after notification by the district of dismissal. Upon request, the hearing must be held prior to the termination of employee. The employee will have the right to be represented at such hearing by a designated CSEA field representative.

17.2 Professional Registered Nurses who have completed a five year probationary period will be entitled to the coverage provided under Sections 75, 76 and 77 of the Civil Service Law.

ARTICLE 18 **JOB RETENTION**

18.1 In the event of layoff, Professional Registered Nurses shall be laid off in the inverse order of seniority. For purposes of seniority, Professional Registered Nurses previously employed as School Nurse-Teachers in the district, and who have had continuous service with the district, will be granted seniority credit for previous experience.

ARTICLE 19
GRIEVANCE

19.1 Definition of Grievance – A grievance is defined as any dispute or claim by either party to this Agreement or by any person covered by this Agreement arising out of or in connection with this Agreement. A grievance includes any claimed violation, misinterpretation, or misapplication of this Agreement. A grievance, however, excludes any matter which involves (a) non-approval for reappointment, (b) Board discretion or Board policy, (c) any matter as to which method of review is prescribed by law or applicable by law, rule, or regulation having the force and effect of law.

19.2 Procedure – Any Professional Registered Nurses who feels aggrieved according to the definition may present his/her grievance informally to his/her immediate supervisor and every effort should be made to resolve the grievance at this level. In the event that the grievance is of such a nature as cannot be informally resolved, the aggrieved may present his/her grievance in writing to the immediate supervisor. The immediate supervisor shall inform the aggrieved party of his/her decision in writing within five work days after the grievance was submitted in writing. In the event that the aggrieved party is not satisfied with the disposition of his/her grievance at this level, or if no decision has been rendered within five work days after the written presentation of his/her grievance, then the aggrieved party may submit his/her grievance in writing within five days to the Superintendent of Schools. The Superintendent of Schools or his designee shall call a hearing at which the aggrieved party shall evidence in support of the grievance. The Superintendent or his designee shall render a decision within five work days of the date of the hearing. In the event that the aggrieved party is not satisfied with the decision of the Superintendent or his designee, or if no decision has been rendered within five work days of the date of the hearing, then the aggrieved party may submit his/her grievance in writing within five days to the Clerk of the Board of Education. Within fifteen school days after such filing, the aggrieved party and the Professional Registered Nurse representative shall meet with the Board to present the grievance. The Board shall inform the aggrieved party and the president of the Professional Registered Nurses of its decision within ten school days following the meeting. The decision of the Board shall be final and binding.

ARTICLE 20
LEGISLATIVE ACTION

20.1 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

ARTICLE 21
PERSONNEL FILES

21.1 An employee shall have the opportunity to review his/her personal folder in the presence of an appropriate official of the Personnel Department upon fifteen days' notice, and to place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse. The personal history folder shall contain all memoranda or documents relating to such employee's performance on his/her job which contain criticism, commendation, appraisal or rating of such employee's performance on his/her job. Copies of such memoranda or documents shall be sent to such employee simultaneously with their being placed in his/her personal history folder.

ARTICLE 22
SEPARABILITY

22.1 In the event that any provisions of the Agreement shall at any time be declared invalid by a court of competent jurisdiction or through government regulations or decrees, such decision shall not affect any of the other provisions of this Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in force and effect.

ARTICLE 23
DURATION OF AGREEMENT

23.1 This is a closed three-year contract, without reopeners except as set forth in Article 4.1 herein, which constitutes the complete and full agreement of the Board of Education, Yorktown Central School District, and the Yorktown Professional Registered Nurses Unit of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, and shall be effective as of September 1, 2003, and shall continue in effect through August 31, 2006.

Dated: Yorktown Heights, N.Y.

10/1/04

YORKTOWN REGISTERED NURSES UNIT
CIVIL SERVICE EMPLOYEES ASSOCIATION

By: *Victoria Sullivan*
President

BOARD OF EDUCATION
YORKTOWN CENTRAL SCHOOL DISTRICT

By: *Patricia G. Hill*
President

By: *Amy Adams*
Labor Relations Specialist

"The Yorktown Central School District, 2723 Crompond Road, Yorktown Heights, New York 10598, does not discriminate on the basis of sex in the educational programs or activities which it operates and it is required by Title IX of the Education Amendments of 1972 not to discriminate in such a manner. The requirement not to discriminate in educational programs and activities extends to employment and admission of students".

**YORKTOWN PRDOFESSIONAL REGISTERED NURSES
SALARY SCHEDULE – EXHIBIT I
SEPTEMBER 1, 2003 – AUGUST 31, 2006**

Step	2003-2004	2004-2005	2005-2006
1	36,204	37,562	38,970
2	37,952	39,375	40,852
3	39,700	41,189	42,733
4	41,449	43,003	44,616
5	43,197	44,817	46,498
6	44,947	46,633	48,381
7	46,695	48,446	50,263
8	48,443	50,260	52,144
9	50,192	52,074	54,027
10	51,940	53,888	55,909
11		55,702	57,791

Professional Registered Nurses will advance annually to the next step. All other Professional Registered Nurses should be placed on the appropriate step according to their years of service.