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SD/ RN

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Royalton-Hartland Csd And New York
State Nurses Assn

agreement between
The New York State Nurses Association &

**Royalton-Hartland
Central School District**

July 1, 2002 – June 30, 2005

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD
100 STATE STREET
ALBANY, NY 12243

AUG 12 2002

CONCILIATION

NYSNA

NEW YORK STATE NURSES ASSOCIATION

The New York State Nurses Association (NYSNA), the professional organization for registered nurses in New York State, is a constituent of the American Nurses' Association. It is a multi-purpose organization with four program areas - Nursing Education, Nursing Practice and Services, Legislation, and Economic and General Welfare. NYSNA offers RNs a unique opportunity to join together in activities of mutual interest.

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THIS AGREEMENT, made this 1st day of July, 2002 by and between the ROYALTON-HARTLAND CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION (hereinafter referred to as the "Board"), and the NEW YORK STATE NURSES ASSOCIATION, representing all full-time nurses employed by the District (hereinafter referred to as the "Association").

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

NOW, THEREFORE, it is mutually agreed as follows:

1. AGREEMENT SCOPE

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

2. ASSOCIATION STATUS

2.01 Recognition.

The District recognizes the rights of the New York State Nurses Association as the sole and exclusive representative of employees included in the bargaining unit for the purpose of collective negotiations and the administration of this contract as well as all other rights, which are inherent to such representative.

2.02 No-Strike.

The Association agrees that it does not have the right to strike or engage in any work stoppage against the District, and, therefore, shall not cause, instigate, encourage or condone such action on the part of any or all of its members.

2.03 Deduction of Association Dues.

- A. The District, when requested, shall deduct biweekly from the wages of the school nurses and remit monthly to the New York State Nurses Association regular membership dues for those employees authorizing such deductions.
- B. The Association hereby agrees to hold the District harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in this Article.

2.04 Association Business: Local Representative.

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

2.05 Association Business: General Representative.

A duly authorized general representative of the Association may visit the Employer's premises before or after the school day as outlined in this Agreement to discharge the Association's duties as the employees' collective bargaining representative so long as the representative does not interfere with the work of the employees. Representative shall report to and receive permission from the Building Principal prior to any visitation with any employee.

2.06 Agency Shop Fee.

The District shall deduct bi-weekly from the wages of the school nurse and remit monthly to the Association the amount equivalent to membership dues for each employee who is not a member of the Association.

3. DEFINITIONS.

3.01 Definitions.

- A. "District" means the Royalton-Hartland Central School District and is intended to refer to it as the employing entity. It applies to all persons (e.g., the Superintendent/Chief Executive Officer, Administrators, Supervisors) and bodies (e.g., the Board of Education itself) properly authorized to act on behalf of the District.
- B. "Board" means the Board of Education of the Royalton-Hartland Central School District itself and applies only when it is intended that the Board itself shall act or refrain from action.
- C. "Superintendent" means the person appointed by the Board to serve on a regular or acting basis as Superintendent/Chief Executive Officer.
- D. "Association" means the New York State Nurses Association.
- E. "Employee" means a person incumbent in a position included in the unit described in the Preamble to this Agreement, but does not mean such a person who is a temporary employee or who is regularly scheduled to work less than ten (10) hours per week for the District.
- F. "Agreement" means this Agreement and each appendix, schedule, amendment or supplement thereto.
- G. "Amendment" means a written change in a term and condition of employment contained in this Agreement, which is made during the term of this Agreement by mutual consent of the parties. An amendment to such a term and condition of employment shall only become effective upon the ratification of the amendment by the membership of the Association and the membership of the Board and its execution by the proper officials of the Association and the District.
- H. "Fiscal Year" means the period, which begins at 12:01 a.m. on July 1st of each year and ends at midnight on the next following June 30th.
- I. "Unit" and "bargaining unit" each mean the employer-employee negotiating unit as set forth in the Preamble to this Agreement.
- J. "Supervisor" means the employee's Building Principal.
- K. For the purpose of calculating any period of working days specified in this Agreement, "working day" means any day except a Saturday, a Sunday, a day in which the school is closed for emergency reasons, or a legal holiday specified in this Agreement.
- L. "Employer" means the Royalton-Hartland Central School District Board of Education.

M. "School Year" shall be the calendar established by the Board of Education prior to June 1st each year.

N. "Work Day" shall be seven (7) hours in length plus one-half (1/2) hour for lunch. Work times for each building will be established by the Superintendent.

4. EMPLOYEE WORKTIME/STATUS

4.01 Employee Transfers.

Employees who desire a change in assignment may request consideration for transfer by submitting a written request directly to the Superintendent. Employees may, within a reasonable time, withdraw a request for a change of assignment.

Written notice of transfer, reflecting a change in building assignment, will be given to the employee five (5) days prior to effective date of transfer or fifteen (15) days prior to commencement of school year.

4.02 Personnel Files.

The personnel file maintained in the District Office on each employee shall be the only official personnel file maintained by the District. Employees of the unit may review their official personnel files with the permission of the Superintendent. Such review must be made during regular working hours and the request for review must be made one (1) day in advance of the day of review. Confidential recommendations will not be available for review. An employee shall be furnished a copy of any reviewable item at a cost to her which is the standard rate normally charged by the District.

4.03 Evaluations.

The employee's immediate supervisor (Principal) shall provide a written evaluation on an annual basis. A copy of such evaluation shall be presented to the employee for the employee's review. The employee will sign the evaluation noting that she has reviewed the evaluation. The signed evaluation form will be placed in the employee's personnel file in the District Office. The employee shall have the right to submit a rebuttal to the evaluation. Such rebuttal shall be placed in the employee's personnel file in the District Office.

Evaluations are only subject to the grievance procedure for questions of procedure. Under no circumstances will content be grievable.

4.04 Layoffs and Recalls.

The person terminated per this provision shall be placed on a preferred eligibility list for the maximum time period permitted by law.

In the event of the 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.

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

The Employer shall notify the employee of her recall by registered or certified mail with return receipt requested at the employee's most recent address as shown on the Employer records. Such recall notification must be acknowledged by the employee within two (2) working days of receipt. Upon being recalled to a position, the employee shall receive the rate of pay she was receiving when the layoff occurred, or if a general increase has been provided, such employee shall receive the increase in pay in addition to the aforementioned rate of pay.

4.05 Conferences.

Employees must submit a request to attend conferences, meetings, or workshops at least fifteen (15) days prior to the conference, meeting or workshop. Information regarding the cost of attending such conference, meeting or workshop will be submitted on the appropriate form with the conference request. The Superintendent shall determine whether or not the leave is to be granted; and if the leave is granted, the portion of cost to be borne by the Board of Education.

Each full-time employee may be granted a minimum of one (1) paid day per school year to attend a continuing education activity, at the discretion of the superintendent.

Employees may attend CPR, CPR recertification, or first aid, in order to maintain certification, on their own time. Upon advance request to the superintendent, registration fees shall be reimbursed. Requests will be made twenty-one (21) days in advance.

4.06 Committee on Nursing Practice.

There shall be a Committee on Nursing Practice consisting of the professional nurses covered by this agreement.

The Nursing Practice Committee will meet upon request and be chaired by the appropriate School District designee. The meeting agenda will be mutually agreed to by both parties.

Among the Committee's functions will be to develop standards of nursing practice.

4.07 Committee on Special Education.

Nurses shall be provided the agenda of each Committee meeting in advance. Nurses may request to attend any meeting of the Committee.

4.08 Discipline.

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

5. MONETARY BENEFITS: COMPENSATION FOR TIME WORKED

5.01 Pay Period.

Payroll periods shall be every two (2) weeks. Employees' salaries shall be calculated for twenty-one (21) periods.

5.02 Overtime.

Any school function outside the school year or on weekends shall be compensated at straight time pay until forty (40) hours have been worked in the week (Monday through Sunday). After forty (40) hours compensation shall be at time and one-half (1-1/2) the employee's hourly rate.

5.03 Snow/Emergency Days.

School Nurses will report on snow/emergency days only when teachers are required to report.

5.04 Payroll Errors.

In the event of payroll error, the following procedure will be used to rectify the error:

- A. Employees who have been erroneously underpaid will be reimbursed through payroll in the same number of payrolls for which the employee was underpaid;
- B. Employees who have been erroneously overpaid will reimburse the District through payroll deduction in the same number of payrolls for which the employee was overpaid;
- C. In no instance shall payroll error take more than one (1) year to be corrected.
- D. For employees leaving the employ of the District for any reason, remedy must be completed prior to the issuance of the last paycheck.
- E. No interest shall accrue to either the District or the employee during the above-prescribed payback period.

6. MONETARY BENEFITS: COMPENSATION FOR TIME NOT WORKED

6.01 Personal Days.

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

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

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

6.02 Sick Leave.

Nurses will be credited thirteen (13) days of sick leave each school year (one and three-tenths (1.3) days per month worked). Sick leave may accumulate to a maximum of one hundred ninety (190) days. Sick leave may not be taken for periods of less than one-half (1/2) day. A unit member may use sick leave days for the following reason each year: absence resulting from illness of the employee's husband, wife, father, mother, son and/or daughter and shall be deducted from accrued sick leave.

Payment for time claimed as sick leave for purposes of the employee's illness or the illness of a member of her family as defined in this paragraph 6.02 shall be supported by a physician's statement whenever requested by the employee's Supervisor for an illness of three (3) or more consecutive days or if there is reasonable suspicion that the employee is abusing sick leave. In addition, the Superintendent may require the employee to undergo a physical examination by a physician selected by the District and at District expense before the employee is paid for sick leave claimed for her illness.

The Superintendent shall determine the sick leave credit to be accrued by part-time salaries or hourly employees at the time any such position is established.

Sick leave will be accounted for in half (1/2) day units.

An employee will be paid for sick leave at the employee's regular compensation rate. To be eligible for sick leave benefits, an employee who is absent due to illness or injury must notify her supervisor at least one (1) hour before the start of her regularly scheduled work day, unless proper excuse is presented for the employee's inability to give notice.

6.03 Bereavement Leave.

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

If additional time is needed, the school nurse may, upon approval of the Superintendent, take up to five (5) additional days to be deducted from her accumulated sick leave.

- B. A regular full-time school nurse shall be granted up to three (3) consecutive workdays at regular pay for death of mother-in-law, father-in-law, grandparent, brother-in-law or sister-in-law.
- C. A regular full-time school nurse shall be granted one (1) day at full pay for the death of uncle, aunt, niece, or nephew.
- D. A nurse employee must be scheduled to work in order to be paid for such days.

6.04 Jury Duty.

A regular full-time employee who is required to serve on a jury during the hours when she would normally be scheduled to work will be paid for such service at her regular rate of pay provided that she:

1. Reports promptly for regularly scheduled hours of work during which she is not required to be on jury duty;
2. Surrenders to the District her jury duty pay (not including meal or mileage allowances). Alternatively, an employee may, at her choice, forego pay by the District and retain her jury duty pay;
3. Furnishes to the District satisfactory evidence from the court of the jury duty performed;

4. Cooperates with the District in obtaining an excuse from jury duty when the District so requests.

6.05 Witness Leave.

A regular full-time employee who is subpoenaed to serve as a witness in a proceeding to which neither she nor the Association or affiliates of the Association is a party during the hours when she would normally be scheduled to work, will be paid for such hours at her regular rate of pay provided that she:

1. Reports promptly for regularly scheduled hours of work during which she is not required to be a witness;
2. Surrenders to the District her witness fees and pay (not including meal or mileage allowances). Alternatively, an employee may, at her option, forego pay by the District and retain her witness pay;
3. Show the District the subpoena.

6.06 Workers' Compensation Leave.

If a regular full-time employee is absent from work because of an illness or injury which is compensable under the Workers' Compensation Law, she shall be allowed paid sick leave during such absence to the extent that she has accumulated sick leave available. When she receives a Workers' Compensation award for such illness or injury, the portion of the award granted covering the time of her absence from work while she was on paid sick leave shall be surrendered to the District. Upon receipt of that portion of the award, the employee's sick leave accumulation shall be recredited with sick leave days in proportion to the ratio between her pay and the amount of the award for the time in question.

6.07 Graduation Leave.

An employee may be granted one (1) day paid leave to attend her own graduation or the graduation of her child from a college or professional school.

6.08 Terminal Leave Benefit.

A terminal leave payment based on the number of accumulated sick leave days up to a maximum of one hundred and ninety (190) days, accumulated at a rate not to exceed thirteen (13) sick days and three (3) personal days per year, if not used. Cash payment will be paid at the rate of 1/400th of the final year's written salary agreement for each day for which payment is entitled.

7. UNPAID LEAVE

7.01 Maternity and Child-Rearing Leave.

A nurse who is pregnant will notify her Building Principal as soon as practicable after she becomes aware of her pregnancy. No later than the beginning of the fourth (4th) month of pregnancy, the nurse will also submit a statement from a physician confirming the pregnancy and the expected date of delivery. The District may require a verification of the nurse's ability to perform her duties from her physician at any time during the pregnancy.

- A. Maternity Leave. The period of time of the nurse's pregnancy-related disability. Such leave will begin on the date the nurse is no longer physically able to work, as determined by her physician, and verified in writing to the Superintendent, and will end on the date the nurse's physician determines that said nurse is physically able to return to work.
1. The period of time the nurse is absent on this leave will be treated the same as the period of time a nurse is absent for any other physical disability.
 2. A leave shall begin when the nurse has become physically incapable of performing her duties as determined by her physician.
 3. If a nurse returns to work from her leave as soon as her condition permits her to perform her full duties, she shall be entitled to return to her former position, or a similar one.
 4. In the event of the death of the child, the nurse will be reinstated within thirty (30) days of written request.
- B. Child-Rearing Leave. An unpaid leave of absence granted to a nurse following delivery and any pregnancy-related disability. Such leave will begin at the time the nurse's physician determines that said nurse is physically able to return to work.
1. A nurse desiring this leave must request permission from the Board in writing. When granted, the leave will commence at the time the nurse's physician determines that said nurse is physically able to return to work following delivery and other pregnancy related disabilities.
 2. The nurse may return from this leave at any time during a semester at the discretion of the Superintendent.
 3. A nurse taking this leave shall be entitled to return to the nurse's former position or a similar position.
 4. Child-rearing leave shall be available to male nurses.
 5. No salary benefits or fringe benefits may accrue or be utilized by a nurse on this leave.
 6. In the event of the death of the child, the nurse will be reinstated within thirty (30) days of written request.
- C. Reinstatement.
1. It is understood that said nurse will be reinstated in her former position or a similar one, at not less than her former salary at the time the leave was granted. Her salary shall be her former salary plus one (1) step on the proper salary schedule if her return is in another fiscal year.
 2. Nurses may return to work at the discretion of the Superintendent for other reasons besides death or miscarriage within thirty (30) days' written request.

- D. A total unpaid leave of absence period shall not exceed a twenty-five (25) month period or five (5) semesters.
- E. Adoption Leave. Nurses will be granted up to two (2) years of adoption leave without in any way jeopardizing their status. In the case of a nurse who receives such an adoption leave, her place upon the salary schedule upon returning after such leave shall be the step immediately above the one, which she was on during her last year of employment. She will be returned to her original position or equivalent with the District with all benefits returned that were accrued prior to her leave. The nurse will notify the Board as soon as possible as to the date when leave commences and may terminate such leave and return to her original position upon sixty (60) days' notice to the Board of Education. The Board of Education shall take proper legislative action.

7.02 Religious Holidays.

Upon providing the District with written notice at least seven (7) working days in advance, the employee shall be granted an unpaid leave of absence for the purpose of observing a bona fide mandated religious holiday. In the alternative, an employee may utilize available paid personal leave for the purpose of observing such bona fide mandated religious holiday.

8. MONETARY BENEFITS: HEALTH AND PENSION INSURANCE

8.01 Health Insurance.

During the term of this Agreement, for all regularly employed, full-time school nurses, the District will provide health insurance coverage substantially equivalent to those in effect on June 30, 1992. The District may, in its discretion, provide such substantially equivalent coverage through a carrier of its own selection, upon sixty (60) days' notice to the union, and upon consultation with the union.

1. If the District changes its health insurance carrier, the dental coverage for individual and family group members will be provided substantially equivalent to the existing Genesee-Wyoming coverage (except for sub-paragraph 3-h).
2. Memorandum on Health Insurance.
 - a. Effective, July 1, 2000, each unit member hired on or before July 1, 1995, shall contribute \$100 (single-person coverage) or \$200 (two-person or family coverage) per fiscal year towards the premium cost for health coverage. The District shall contribute 80% of the cost of the premium for employees hired after July 1, 1995. Employees shall be responsible for the payment of a health insurance deductible not to exceed \$100 per year per employee, if and when such deductible plan becomes available through the District's health insurance program.
 - b. Employees who choose not to be covered by the District's health insurance will receive an annual payment of six hundred dollars (\$600) if eligible for family coverage and three hundred dollars (\$300) if eligible for only individual coverage.

c. Retirees.

Current employees who retire can participate in the above plan at their own expense as provided by the Agreement under Terminal Leave.

d. Confidentiality.

No information concerning an individual's health may be obtained or used against any employee by anyone.

e. Coverage Revisions.

1. Employees shall be responsible for the payment of prescription drug co-pays not to exceed five dollars (\$5.00), if and when such co-pay plans become available through the District's health insurance program.
2. Dental shall be added for single and family coverage as is provided in the Genesee-Wyoming Health Plan.
3. Selection of Health Insurance Plans. An employee whose spouse is employed by a public sector or private sector employer shall agree to seek health insurance coverage under the District plan OR the plan offered by the spouse's employer, but shall not seek or continue coverage under both plans. Employees may re-enter the health insurance plan at the next enrollment period should spouse health insurance arrangements change or terminate, such as upon death of spouse, loss of employment of spouse, change in marital status. "In lieu of" payments shall be prorated for employees who enter/leave the plan during the year.
4. Effective July 1, 2000, members of the unit shall be eligible for Optical coverage.

8.02 Pension.

The District will continue to provide and, to the extent required by law, pay for whichever of the following plans an employee is eligible pursuant to law: (1) the Non-Contributory Career Plan provided under section 75-c of the New York State Retirement and Social Security Law, or (2) the Coordinated-Escalator Retirement Plan provided under Article 14 of that Law.

9. GRIEVANCE PROCEDURE

9.01 Grievance Procedure.

A "grievance" can be submitted with respect to any act of the District, which violates, misinterprets or misapplies a provision of this Agreement.

A grievant is: a) an employee; b) a group of employees who have the same immediate Supervisor; or c) the Association, who submits a grievance. An employee or such a group of employees must submit a grievance at Step 1. The Association may submit a grievance when (i) the employees who are aggrieved by the act of the District in question have more than one (1) Supervisor, or (ii) when a right granted by this Agreement to the Association as such (as distinct from a right of an employee or group of employees) has been violated by an act of the District. The Association must submit a grievance at Step 2.

An employee shall continue to perform her duties even though she may feel herself aggrieved, except when it is determined jointly by representatives of the Association and the District that the continuance of those duties would affect the employee's health or safety adversely.

It is essential that the time limits set forth in this Article be followed by the parties and the employees. However, the parties may by mutual consent extend any such time limit provided that such extension must be evidenced by a written memorandum dated and signed by an authorized representative of each party. Consent to an extension shall not be withheld unreasonably by either party. If the grievant exceeds a time limit without having obtained an extension, the grievance is deemed barred and need not be further considered by the District. If the District does not give an answer on or before the last day of a time limit, the grievant may appeal as though the answer had been given on such last day.

The purpose of the grievance procedure set forth in this Article is to provide an exclusive method for resolving a difference, which arises out of the misapplication or violation of a provision of this Agreement. Therefore, an employee shall have the choice of either submitting a grievance in accordance with the procedure provided herein or commencing a proceeding before a judicial administrative or legislative body or person for resolution of the difference. Notwithstanding the foregoing, an employee shall not be precluded from appealing a decision of an arbitrator or administrator, judicial or legislative body or person to a higher authority for review and determination to the extent permitted by law. If the District contests the right of a grievant to arbitrate a grievance for any reason other than the grievance is untimely, the employee may revert to another proceeding for resolution of the subject of the grievance.

It is the intent of this Grievance Procedure to provide for the orderly settlement of a grievance. The resolution of a grievance at the earliest possible step is encouraged.

Step 1: A grievance must be submitted on the form shown in Addendum 1 of this Agreement by the grievant to her supervisor and the Association representative not later than the tenth (10th) working day after the day on which occurred the act of the District which is the subject of the grievance. If that act of the District is considered to be "continuing act," any remedy granted pursuant to this grievance procedure shall not apply to any period of time prior to the twentieth (20th) consecutive working day preceding the submission of the grievance. Notwithstanding the foregoing, the ten (10) working day time limit referred in the first sentence of this paragraph shall be extended by the number of working days during which the grievant is then on a paid or unpaid leave of absence, but such extension shall not be for more than thirty (30) working days. The supervisor has five (5) working days after the day on which the grievance was submitted to answer the grievance in writing. During that five (5) working day period, the supervisor, the grievant and the Association representative shall meet to discuss the grievance if either so requests. Others who have knowledge of the matter shall meet with supervisor if she so requests. If the grievant is not satisfied with the answer, she has five (5) working days after the day on which her supervisor gave her the answer to appeal the grievance, in writing, to the District Superintendent.

If the grievant does not appeal the grievance in writing before the appeal time expires, the grievance is deemed satisfied by the supervisor's answer.

Step 2: Not later than the fifth (5th) working day after the day on which a grievance appeal is received by the Superintendent, the parties must agree on a date for a Step 2 meeting among the grievant, a representative of the Association, the Superintendent and others who have the knowledge of the matter. The Superintendent must answer the grievance in writing and give a copy thereof to the grievant and the Association representative, not later than the tenth (10th) working day after the day on which Step 2 meeting was held. If the grievant is not satisfied with the answer, she has five (5) working days after the day on which the Superintendent gave her the answer to appeal the grievance in writing to the Board of Education by delivering it to the Superintendent's Office. If the grievant does not appeal the grievance in writing before the appeal time expires, the grievance is deemed satisfied by the answer of the Superintendent. A grievance filed by the Association must be submitted within ten (10) days after the incident occurred or the Association had knowledge of the occurrence.

Step 3: Not later than the fifth (5th) working day following the first regularly scheduled meeting of the Board of Education after the day on which a grievance appeal is received by the Board of Education, the parties must agree on a date for a Step 3 meeting among the grievant, a representative of the Association, the Board of Education and others who have knowledge of the matter. The Board of Education must answer to the grievant and to the Association representative not later than the tenth (10th) working day after the day on which the Step 3 meeting was held. The decision of the Board of Education will be final.

9.02 Non-Contractual Grievance Procedure.

Unit members will be allowed to utilize the above grievance procedure for non-contractual grievances. In the non-contractual grievance procedure only the first two (2) steps of the contractual grievance procedure will be available. In the non-contractual grievance procedure the decision of the Superintendent will be final.

10. HEALTH AND SAFETY

- A. The Employer will provide a management program for occupational exposure that occurs during performance of job duties they may place the nurse at risk of HIV or Hepatitis B. The program shall consist of an educational component; an effective reporting mechanism to include prompt evaluation, counseling and follow-up including a clinical and serological evaluation as necessary; and post-exposure management. If prescribed by the employee's physician, the Employer will immediately provide AZT or other recognized drugs or treatment up to four (4) months.
- B. The Employer shall provide the 3-part Hepatitis B vaccine series at no cost to the employee for each nurse who desires the vaccine. The Employer shall also provide at no cost to the employee a hepatitis titer.

C. If an employee becomes exposed to a communicable disease during their employment and is deemed by the Employer to be unable to work during the incubation period, that employee will be compensated for a period not to exceed twenty-one (21) calendar days. This compensation will be to the same extent as would be the case under Workers' Compensation and is contingent upon the employee filing a timely workers' compensation claim and such claim being denied. Such employee may use sick leave time or other benefit time, to complement the Workers' Compensation payment. It is not the intention of this provision that an employee shall receive more total monies (Workers' Compensation, Employer compensation and/or benefit time) than the employee would otherwise receive had the employee been working straight time hours.

11. MANAGEMENT RIGHTS

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

12. INTERPRETATION AND LEGAL EFFECT

Except when this Agreement says otherwise, the following rules apply in interpreting this Agreement:

- A. All references to employees are meant to be gender neutral.
- B. A word used in the singular number applies also to the plural.
- C. Language in this Agreement is to be construed as strictly against one party as against the other.
- D. Each Addendum referred to in this Agreement is a part of this Agreement and is incorporated in this Agreement by reference.

13. SUCCESSOR AGREEMENT

At the first and each subsequent negotiations meeting, the parties shall set the date for the next collective negotiations meeting, if any, but such date may be changed thereafter by mutual consent of the principal spokesman for the parties.

14. EFFECTIVE DATE AND DURATION

This agreement except as otherwise stated will be effective from 12:00 a.m. on July 1, 1998 and will remain effective until 11:59 p.m. on June 30, 2005.


15. TERMINATION

This Agreement will terminate 11:59 p.m. on June 30, 2005. Either party may deliver to the other party not later than April 1, 2002 a letter of intent to modify this Agreement and to submit proposals on its behalf. The parties shall meet no later than April 30, 2005 to commence negotiations for a new Agreement. Ample opportunity shall be given to the other party to submit proposals on its behalf.


EXECUTION

Signed by Employer and Association.

ROYALTON-HARTLAND CENTRAL
SCHOOL DISTRICT

By 
Title Sup of Schools
Date 7/1/02

NEW YORK STATE NURSES ASSOCIATION

By 
Title Economic and General Welfare Program
Date 7/1/02

SCHEDULE A

Base Compensation Rates

Step movement will be annual. A nurse shall work at least one (1) semester in a given academic year to be eligible for step movement.

Elementary

SCHOOL YEAR 02-03	SCHOOL YEAR 03-04	SCHOOL YEAR 04-05
\$20,846	\$22,097	\$23,423
\$21,858	\$23,170	\$24,560
\$22,872	\$24,244	\$25,699

High School

SCHOOL YEAR 02-03	SCHOOL YEAR 03-04	SCHOOL YEAR 04-05
\$22,930	\$24,306	\$25,764
\$24,044	\$25,487	\$27,016
\$25,157	\$26,666	\$28,266

RP/maw
6/17/02

NEW YORK STATE NURSES ASSOCIATION

GRIEVANCE FORM

(Employment Facility)

Name of Employee _____ Social Security No _____
 Department _____ Date of Hire _____
 Job Title _____ Date Submitted _____

Complete Details of Grievance (Include Section of Agreement Violated) _____

Remedy Requested _____
Use Additional Sheet if Necessary

Employee _____
(Signature)

Disposition — Step 1 _____

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

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

Management Rep _____ <small>(Signature)</small>	Date Communicated _____	Date Accepted NYSNA Rep _____	Date Appealed _____
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Employee Copy - White
Membership File Copy - Green (Must Photocopy)

Council of Nursing Practitioners Copy - Yellow
NYSNA Staff Representative Copy - Pink

EA/DA Central File - Gold

Time Limits
↓
Working Days
Working Days
Working Days

SAMPLE

ADDENDUM 2

MEMORANDUM OF AGREEMENT
BETWEEN
NEW YORK STATE NURSES ASSOCIATION
AND
ROYALTON-HARTLAND CENTRAL SCHOOL DISTRICT

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated July 1, 1998 to June 30, 2002. Except as modified herein, the collective bargaining agreement remains in full force and effect.

The parties agree that during the term of this Agreement, the employees will continue to share the cost of health insurance premiums with the District at the current level and then increase to the same level, and beginning at the same time, as the Royalton-Hartland Teachers Association.

Employees will co-pay prescriptions at the current level and then increase to the same level, and beginning at the same time, as the Royalton-Hartland Teachers Association.

The District will notify the Association sixty (60) days prior to the health insurance/co-pay changes, and offer an opportunity to renegotiate wages at that time. This Memorandum of Agreement will expire on June 29, 2002.

Signed by Employer and Association.

ROYALTON-HARTLAND CENTRAL
SCHOOL DISTRICT

By 

Title Superintendent of Schools

Date 7/11/02

NEW YORK STATE NURSES ASSOCIATION

By 

Director

Title Economic and General Welfare Program

Date 7/11/02

Martha L. Orr, MN, RN, CAE
Executive Director

NYSNA

NEW YORK STATE NURSES ASSOCIATION

Constituent of the
American Nurses Association

11 Cornell Road, Latham, New York 12110-1499

Phone: 518-782-9400 Fax: 518-782-9530 E-mail: info@nysna.org http://www.nysna.org

August 9, 2002

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

AUG 12 2002

CONCILIATION

State of New York
Public Employment Relations Board
Attn: Conciliation Office
80 Wolf Road, 5th Floor
Albany, NY 12205

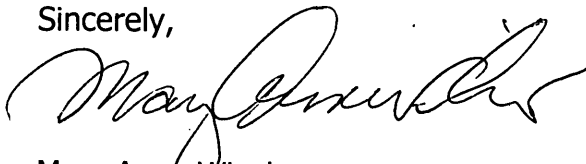
RE: New York State Nurses Association - Collective Bargaining Agreements

To Whom It May Concern:

Enclosed please find copies of executed agreements between this Association and the following employer:

- Royaiton-Hartland Central School District, July 1, 2002-June 30, 2005

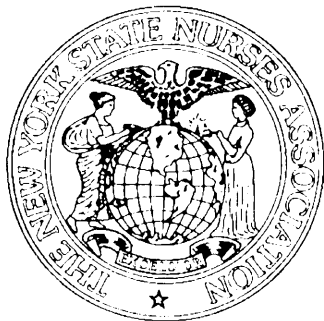
Sincerely,



Mary Anne Winslow
Program Associate
Economic and General Welfare Program

Enclosures





The New York State Nurses Association
11 Cornell Road
Latham, New York 12110-1403
1-800-724-NYRN