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8656_06302001

Churchville-Chili Central School
District And Churchville-Chili Cs
Nurses Assn

114
3505

SD
RN

AGREEMENT

BETWEEN

SUPERINTENDENT OF SCHOOLS

**CHURCHVILLE-CHILI CENTRAL SCHOOL
DISTRICT
CHURCHVILLE, NEW YORK**

AND

**CHURCHVILLE-CHILI CENTRAL SCHOOL
SCHOOL NURSES ASSOCIATION**

JULY 1, 1999 - JUNE 30, 2001

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

OCT 04 2000

EXECUTIVE DIRECTOR

6

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Agreement

**SUPERINTENDENT OF SCHOOLS
Churchville Chili Central School District**

and

School Nurses

Article 1. Agreement

This agreement is made and entered into by the Superintendent of Schools and the Churchville Chili Central School District School Nurses.

Article 2. Appointment

Title: School Nurse

Every employee in this association must work to the Nurse Practice Act according to Title VIII Education Law, Article 139.

Each unit member shall be covered, at the district's expense, by malpractice insurance.

Long term RN subs -- Any long term RN substitute in the school nurse position for greater than 60 days will receive the beginning RN salary.

Article 3. Working Hours

The normal work day for all employees of the unit shall be 7.00 hours per day 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.

Article 4. Work Year

The work year will consist of 186 days.

Additional needed days for student physicals, student health concerns, sports physicals or bus driver physicals shall be paid separately and in addition to the 186 days.

CR

Article 5. Supervisor

Nurses employed by CCCSD are to report to their building principal and ultimately to the district superintendent.

Each school nurse assigned to a health office shall be the immediate supervisor of the health aide assigned to that office.

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, Labor Day becomes the 12th paid holiday.

Article 7. Sick Leave

Effective July 1, 1996, NEW hires will be entitled to up to fifteen (15) days of sick leave each year for the first three (3) years of their employment. After three (3) years of service this will be increased to up to twenty (20) days per year.

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 prorated in accordance with the beginning date of hire.

Article 8. Personal Leave

All employees may request and be granted 35 personal hours per year for personal reasons, which may be taken in hourly increments. Substitute school nurses may be hired on an hourly basis to cover for these absences.

Personal hours shall not be accumulated from one year to the next.

Article 9. Bereavement

Up to three (3) days will be granted for each 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 the (1) school is closed; or (2) students 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:

1. Not be required to report for duty and saved from loss of pay.
2. 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. 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 two years. Member must return to work for two years 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 she/he 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 12. 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 the 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 she held at the commencement of the leave; or if that position is no longer in existence, to a substantially equivalent position.

Article 13. Compensation and Benefits/Health Insurance

A. The District shall provide to each full time member of the unit one of the following health insurance program:

- 1. Blue Cross-Blue Shield (traditional Blue Million)**
- 2. Blue Choice - extended**
- 3. Blue Choice – select**
- 4. Via Health**
- 5. Strong Care Select**
- 6. Preferred Care Comprehensive**
- 7. Preferred Care Community (one is lower co-pay)**
- 8. All unit members in health insurance plans will contribute 15% of the cost of the premium.**
- 9. The District will institute payment for retirees as follows:**

**25 years service – 70% paid
20 years service - 60% paid
15 years service - 50% paid**

Part time employees (20 hours per week up to 32 1/2 hours per week) may obtain group health insurance through the District if the employee pays the full premium.

B. Dental Plan

In accordance with the regulations of the carrier, Professional Unit employees 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 14. Grievance Procedure

Declaration of Purpose

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and the School Nurses Association is essential to the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of a member of the unit.

Procedure:

Stage 1 - Immediate Supervisor

- a. A member of the negotiating unit having a grievance will discuss it with his immediate supervisor, either directly or with a representative, with the objective of resolving the matter informally.
- b. If after five (5) working days, the grievance is not resolved informally, it shall be reduced to writing and be presented to the immediate supervisor. Within seven (7) working days after the written grievance is presented to him, the immediate supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the member of the unit, his or her representative and the Association.

Stage 2 - Superintendent

- a. If the party initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the party shall within five (5) working days, present the grievance to the Association's Grievance Committee for its consideration.
- b. If the Grievance Committee determines that the aggrieved party has a meritorious grievance, then it will file a written appeal of the decision on Stage 1 with the Superintendent within fifteen (15) working days after the aggrieved party has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- c. Within ten (10) working days after receipt of the appeal, the Superintendent or his duly authorized representative, shall hold a hearing with the aggrieved party and the Grievance Committee or its representative and all other parties in interest.
- d. The Superintendent shall render a decision in writing to the aggrieved party, the Grievance Committee, or its representative within fifteen (15) working days after the conclusion of the hearing.

Stage 3 - Arbitration/Objective 3rd Party

- a. If the aggrieved party and the Association are not satisfied with the decision at Stage 2, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration/or 3rd party mutual agreed upon - by notice to the Superintendent within thirty (30) working days of the decision at Stage 2.

b. Within ten (10) working days after such written notice of submission to arbitration, the Superintendent and the Association will notify the American Arbitration Association to arrange for a mutually agreeable date for a hearing. Said parties will agree upon a mutually acceptable arbitrator to serve. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

c. The selected arbitrator will hear the matter promptly and will issue a decision in accordance with AAA rules if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.

d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement.

e. The decision of the arbitrator/third party shall be advisory.

f. The costs for the services of the arbitrator, including expenses, if any, will be borne by the Board of Education and the Association equally. Each party will bear expenses of its own legal counsel.

For the duration of this Agreement, members of the unit will not engage in, conduct, encourage, or assist in any strike or concerted interruption in employee commitments. Nor will the employer lock out any of the members of the unit or cause to be responsible for the same.

Article 15. Conference Days

Nurses may attend conferences/workshops that are relevant to their position and are approved by the district. Applications for conference days shall be submitted to the Administration for approval.

No deductions shall be made from sick leave, personal days or salary for those nurses who attend authorized conferences.

Article 16. 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 17. 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 18. Salary Notice

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

1. Beginning Date
2. Ending Date
3. Hourly Rate - Total Salary
4. Hours
5. Beginning date of hire

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

Article 19. 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, benefit records.

Article 20. Evaluation of Members of the School Nurses Association

A committee shall be formed that is equally representative of the District and the School Nurses Association to establish a new evaluation procedure.

Each nurse is responsible for evaluating the health aide assigned to her office along with the building principal.

Article 21. Salaries, Wages, and Other Reimbursement

1. Salaries of unit members will be determined as follows for the term of this agreement:

Name	98/99	Adj	\$Inc	99/00	2%Inc	\$Inc	00/01	\$ Inc	% Inc
Moon	\$ 11.53	\$ 0.90	\$ 0.65	\$ 13.08	\$ 0.26	\$ 0.38	\$ 13.72	\$ 2.19	19.0%
Reber	\$ 19.57	\$ 1.40	\$ 0.85	\$ 21.82	\$ 0.44	\$ 0.38	\$ 22.64	\$ 3.07	15.7%
E Smith	\$ 11.92	\$ 0.90	\$ 0.65	\$ 13.47	\$ 0.27	\$ 0.38	\$ 14.12	\$ 2.20	18.5%
N Smith	\$ 12.41	\$ 1.10	\$ 0.65	\$ 14.16	\$ 0.28	\$ 0.38	\$ 14.82	\$ 2.41	19.4%

Effective July 1, 2000, a 2% plus \$.38/hour salary increase shall be granted to each nurse on the payroll at the time.

2. The rate of pay for district approved work performed beyond those days specified by the school calendar shall be \$150.00/day for a 6.5 hour day for the duration of this agreement.

3. Nurses will be compensated at the same rate for chaperoning and extra-class activities as per teacher contract rate.

Nurses shall be eligible, with teachers, for supervising extracurricular activities.

Article 22. 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 School 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 23. Duration of Agreement

This agreement shall be effective from July 1, 1999, and continue in force and effect until June 30, 2001, or until a successor agreement is reached.

The provisions of this agreement supersede all conflicting policies and directives of the board and may be changed only through mutual agreements of the board and the association. All terms and conditions of employment not covered by this agreement shall continue to be subject to the board's direction and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor agreement.

APPROVED: Dated this 25th day of April, 2000.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

Maryalice Price
Superintendent of Schools

Rhianne S. Leber

DR:css
rev. 3/30/2000
NRSCON