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#### **Contract Database Metadata Elements**

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RN/6260

**AGREEMENT**

**between**

**SUPERINTENDENT OF SCHOOLS**

**Spencerport Central School District  
Spencerport, New York**

**and**

**SPENCERPORT CENTRAL SCHOOL**

**REGISTERED PROFESSIONAL NURSES ASSOC.**

**July 1, 2003 – June 30, 2007**

**RECEIVED**

**MAR 07 2006**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

6



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**Agreement**

**SUPERINTENDENT OF SCHOOLS  
Spencerport Central School District**

**and**

**Registered Professional Nurses (School)**

**Article 1 - Agreement**

This agreement is made and entered into by the Superintendent of Schools and the Spencerport School Registered Professional Nurses.

**Article 2 – Conformity to Law**

If in the event that any provision of this agreement is, or shall be at any time, contrary to all applicable laws, or Rules and Regulations of the Board of Regents or Commissioner of Education, that provision shall not be applicable, but all other items shall remain in effect.

**Article 3 – Joint Advisory Committee**

The membership of the Joint Advisory Committee will include the Superintendent of Schools, or his/her designee, the Assistant Superintendent of Schools, another administrator, and no more than three unit members from the Association. The parties will meet on an “as needed” basis to discuss matters of mutual concern. Arrangements for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by the parties. When possible, items for discussion will be submitted at least five days in advance in order to facilitate information gathering and efficient meetings.

**Article 4 - Grievance Procedures**

**Section I. Declaration of Purpose**

The establishment and maintenance of a harmonious and cooperative relationship is essential to the operation of the schools. It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees, and by which the district and its employees are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

## **Section II. Definition**

- 2.1 A Grievance is a complaint by a unit member that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.
- 2.2 The term Immediate Supervisor shall mean the individual to whom the employee reports directly.
- 2.3 Superintendent of Schools is the chief officer of the district.
- 2.4 Association shall mean Registered Professional Nurses.
- 2.5 Aggrieved Party shall mean any person or group of persons of the negotiating unit filing a grievance.
- 2.6 Party in Interest shall mean any party named in a grievance who is not the aggrieved party.
- 2.7 Grievance Committee is the committee created and constituted by the Registered Professional Nurses.
- 2.8 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

## **Section III. Procedures**

- 3.1 All grievances shall include the name and position of the aggrieved party, the section of the agreement involved in the said grievance, the time when, and the place where, the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.2 Except for the Informal Stage, all decisions shall be rendered in writing setting forth findings of fact, conclusions and supporting reasons therefor. Each decision after the Informal Stage shall be promptly transmitted to the employee.
- 3.3 If a grievance affects a group of employees, it may be submitted by the association directly at Stage 1 described below.
- 3.4 The Superintendent of Schools and the association agree to facilitate any investigation which may be required and to make available any and all relevant material and documents, communications and records concerning the alleged grievance, except where it violates a confidence of an individual.
- 3.5 Forms for filing grievances shall be printed and distributed by the Assistant Superintendent of Schools so as to facilitate operation of the grievance procedure.
- 3.6 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants except the final finding and determination.
- 3.7 Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the association, provided the adjustment is not

inconsistent with the terms of this agreement and the association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final. Said adjustments shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

- 3.8 If any provision of this grievance procedure or any application thereof to any employee or group of employees in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 3.9 The Superintendent of Schools or his designated representative shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes or testimony, as the case may be, written arguments and briefs considered at all levels other than the Informal Stage.

The Official Grievance Record shall be available for inspection and/or copying by the aggrieved party, the grievance committee and the board but shall not be deemed a public record.

#### **Section IV. Time Limits**

- 4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 4.2 No written grievance will be entertained as described below, and such grievance will be deemed waived unless the written grievance is forwarded at the first available stage within five (5) work days after the employee knew or should have known of the act or condition on which the grievance is based.
- 4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
- 4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representative and the association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- 4.5 Time limits of any step of this procedure may be extended by mutual consent of both parties.



## **Section V. Stages**

### **5.1 Informal Stage**

An employee having a grievance will discuss it with the employee's immediate supervisor with the objective of resolving the matter informally.

If the grievance is not resolved informally, the aggrieved party shall reduce their complaint to writing and present to their immediate supervisor within five (5) days of the aforementioned discussion. The immediate supervisor will have seven (7) working days to render a decision in writing and present to the aggrieved party.

### **5.2 Stage I - Assistant Superintendent of Schools**

If the grievance is not resolved informally, it shall be reduced to writing and presented to the Assistant Superintendent of Schools within five (5) work days or less after the immediate supervisor's decision is presented. The Assistant Superintendent of Schools shall render a decision thereon, in writing, and present it to the employee, and the association's representative within five (5) working days.

### **5.3 Stage II - Superintendent of Schools**

- a. If the employee initiating the grievance is not satisfied with the written decision at the conclusion of Stage I and wishes to proceed further under this grievance procedure, the employee shall, within five (5) work days, file a written appeal of the decision at Stage I with the Superintendent of Schools. Copies of the written decision at Stage I shall be submitted with the appeal.
- b. Within ten (10) work days or less after receipt of the appeal, the Superintendent of Schools, or his/her duly authorized representative, shall hold a hearing with the employee and the grievance committee or its representative and all other parties in interest.
- c. The Superintendent of Schools or his/her designee shall render a decision in writing to the employee, the grievance committee and its representative within fifteen (15) work days or less after the conclusion of the hearing.

### **5.4 Stage III - Arbitration**

- a. After such hearing, if the employee and/or association are not satisfied with the decision at Stage II, and the association determines that the grievance is meritorious and appealing it is in the best interest of the school system, it may submit the grievance to arbitration by written notice to the Superintendent of Schools within fifteen (15) work days of the decision at Stage II.
- b. Within ten (10) work days or less after such written notice of submission to arbitration, the Superintendent and the association will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. 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 and render a decision. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusion on the issues.
- d. The arbitrator shall have no power to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- e. The decision of the arbitrator shall be final and binding upon all parties.
- f. The costs for the arbitration, including the arbitrator's fees and all related expenses (e.g., transcripts, stenographer), will be borne equally by the District and the Registered Professional Nurses. Each party will bear expenses of its own legal counsel

#### **Article 5 - Appointment**

Civil Service, Non-Competitive  
Title: Registered Professional Nurse

#### **Article 6 - Probationary Period**

There shall be a probationary period of twelve (12) months for unit members and shall be in accordance with the Rules and Regulations of the Monroe County Civil Service Commission (Rule XVI, 1/90).

#### **Article 7 - Seniority**

In the event there is a reduction in the number of nurses employed by the District, unit member(s) will be laid off in reverse order of seniority.

#### **Article 8 - Immediate Supervisor**

The Building Principal.

The Assistant Superintendent for Instruction, or his/her designee, is responsible for coordinating the district's delivery of Health Services.

#### **Article 9 - Evaluation**

Two evaluations will be made during the school year by the employee's immediate supervisor, the second of which shall be completed at least ten (10) days before the end of the school year. Without the permission of the employee, any evaluation completed after said date shall not be placed in the employee's file. The employee shall receive a copy of the evaluation after an evaluation conference with the employee's immediate supervisor. This conference shall be held as soon as practical after the evaluation but no more than five

(5) days after the receipt of the evaluation by the employee. Unit members shall have the right to attach written comments and have a copy of said comments included in the unit member's file.

### **Article 10 - Meetings**

With the permission of the Assistant Superintendent for Instruction, or his/her designee and with at least 48 hours notice, the Nurses will be allowed to hold district-wide meetings during the regularly scheduled work day, but outside the student instructional day. Such meetings shall be limited to six (6) per year. The meetings will be held in each of the school buildings on a rotating basis.

### **Article 11 - In-Service Courses**

In order to encourage greater perfection of skills, the district will award credit for in-service courses on the following basis:

1. Course must have prior approval as to content and hours by the Superintendent of Schools or his/her designee.
2. The nurse must present verification from the instructor or college that the course was satisfactorily completed.
3. A lump sum payment will be made as follows:
  - a. The district will pay one-hundred (100) percent of fees for courses offered under the Spencerport Continuing Education program
  - b. The district will pay up to fifty (50) percent of the SUNY undergraduate tuition fee for an approved undergraduate level course at an approved college.
  - c. The district will pay up to fifty (50) percent of the SUNY graduate tuition fee for an approved graduate level course at an approved college for unit members possessing a bachelors degree.
  - d. The district will pay one hundred (100) percent of the fee for mandatory training courses as determined by the district.
4. An annual allocation of \$200 per school nurse will be established for conference attendance, seminars and/or the purchase of professional journals and books.
5. It is understood that conferences must receive prior approval by the Superintendent of Schools or his/her designee.

### **Article 12 - Liability Coverage for Professional Health Care Services**

The District shall provide the unit president with documentation of liability coverage for professional health care services upon request. The District shall provide the unit president with notice in the event of cancellation or change in liability coverage.

### **Article 13 - Working Hours**

The normal work day for all nurses will be 7.75 hours (seven hours and forty-five minutes). Unit members will be entitled to a thirty (30) minute lunch to be taken at their discretion. Unit members will be paid for their thirty (30) minute lunch break to compensate for evening and after school activities that require the attendance of the nurse through the school year.

### **Article 14 - Work Year**

The work year between September and June for full-time unit members will be 187 days.

Unit members may be scheduled by the District to work up to the equivalent of nine workdays in the summer (July and August). Nurses will complete time cards for summer work and will be compensated at an hourly rate equal to 1/1435th of their current fiscal year base salary for their approved working hours (excluding lunch).

The Assistant Superintendent for Instruction, or his/her designee must approve total requests for summer work that exceeds the equivalent of nine work days for any one nurse on a case-by-case basis.

### **Article 15 - Paid Holidays**

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

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

### **Article 16 - Early Release Days**

On one Friday in September, October, January, February, March (or April)\*, May and June, to be determined by the teachers in the unit member's building of assignment, and the last work day preceding Thanksgiving, Christmas and Spring\* recess periods, unit members may leave one hour early. In no event shall unit members in a building with students leave prior to the regular bus departure of the students.

\* If Spring recess is in March, the April release day designated by the building's teachers will be observed.

### **Article 17 - Emergency Closing**

When emergency situations make it necessary to close school(s) for students, unit members will generally not be required to report for their normal work day unless otherwise informed.

If the district needs to make-up a student day due to an emergency situation and employees previously received compensation for not reporting to work, then employees will be required to work without additional compensation.

### **Article 18 - Sick Leave**

The unit member will receive .72 sick days at the start of each payroll period during the ten-month school year to a maximum of 15 days per ten-month school year, cumulative to 200 days.

The District and Association will meet to discuss the distribution of sick leave should there be less than twenty-one (21) payroll periods in a ten-month contract year (September to June).

Should a unit member exhaust their accumulated sick leave, the district will advance the unit member additional sick leave, up to but not to exceed their annual maximum allotment, as pro-rated from date of hire. Should an employee leave the employ of the district and has been advanced additional sick leave, the district will deduct the salary equivalent for the advanced sick leave from the unit member's last payroll. In the event that the unit member does not provide adequate notice of leaving the employ of the district, the district can utilize any form of collection to recover the salary equivalent for the advanced sick leave.

An employee who has exhausted his/her sick time allowance and the additional sick leave referenced above, may apply to the Superintendent of Schools for additional leave and upon his/her recommendation the request may be forwarded to the Board of Education. The granting of additional sick leave will be at the sole discretion of the Board of Education.

The Superintendent of Schools reserves the right to request and receive supporting documentation for any illness.

### **Article 19 - Personal Leave**

1. After one year of continuous service and yearly thereafter at the start of the new contract year, unit members shall be entitled to two (2) personal days per year, non-cumulative.

New unit members beginning their district service before February 1 will receive one (1) personal day, non-cumulative, after five months of continuous employment and two (2) days at the start of the next contract year. New unit members beginning their district service after January 31 will receive two (2) days, non-cumulative, after five months of continuous employment (not counting July and August) and two (2) days at the start of

the next contract year after their initial five months of continuous employment (not counting July and August).

2. The "Absence Request/Authorization" form must be submitted in writing to the Assistant Superintendent of Schools, or his/her designee, via the immediate supervisor five (5) days prior to the date requested. The employee must state the specific reason for requesting a personal day. Requests will be considered that arise as a result of an emergency. All decisions rendered by the Assistant Superintendent of Schools, or his/her designee, regarding personal days shall be final.

3. Personal days are to be used only for personal business that cannot be conducted outside the normal workday. It is expressly understood, however, that personal leave shall not be used for social or recreational activity or to extend a vacation.

Normally, requests for personal days will not be approved for the day before or the day after a holiday or school recess. A unit member may submit a special request for personal leave on the day before or day after a holiday or school recess. Special requests will be submitted to the Assistant Superintendent of Schools via the immediate supervisor and will be determined on a case-by-case basis with a view to the particular circumstances involved. The granting or denial of a personal day under this section shall not be considered precedent for the granting of other requests. All decisions rendered by the Assistant Superintendent of Schools regarding personal days shall be final.

4. Special requests for additional personal days will be submitted to the Assistant Superintendent of Schools via the immediate supervisor and will be determined on a case-by-case basis with a view to the particular circumstances involved. The granting or denial of a personal day under this section shall not be considered precedent for the granting of other requests. All decisions rendered by the Assistant Superintendent of Schools regarding additional personal days shall be final.

#### **Article 20 - Bereavement Leave**

- A. Bereavement leave of three (3) days per incident for immediate family – does not affect the accumulated sick leave.
- B. Bereavement leave of one (1) day for near relative or close associate – does not affect the accumulated leave.
- C. In the event of an extenuating circumstance, an extension may be granted upon request to the Superintendent of Schools, or his/her designee.

Immediate family is defined as grandparents, wife, husband, brother, sister, daughter, son, parents, and parents of the unit member's wife or husband.

For part time nurses, bereavement leave of each day is equivalent to their assigned working day.

## **Article 21 - Emergency Leave**

Three (3) days of emergency leave, which does not affect the accumulated sick leave, shall cover necessary absence from duty because of illness of a member of the immediate family.

Immediate family is defined as grandparents, wife, husband, brother, sister, daughter, son, parents, and parents of the unit member's wife or husband.

For part time nurses, emergency leave of each day is equivalent to their assigned working day.

## **Article 22 - Unpaid Leave of Absence**

### **Child Care Leave**

1. An employee may apply for a child care leave for a period not to exceed one year.
2. The employee must apply for a child care leave in writing on a form provided by the district at least thirty (30) days before the anticipated leave is to start. In the event an employee wishes to return to service prior to the expiration of a requested leave, the employee shall provide the district with at least thirty (30) days notice of intent to return.
3. The time spent on child care leave shall not count toward seniority or advancement on the salary schedule.

### **Family Medical Leave Act**

The District will apply the Family and Medical Leave Act of 1993 to those employees entitled to coverage or the current contract, whichever is applicable. In the event the contract contains provisions covered by the FMLA that exceed the requirements of FMLA, the contract will apply. In the event the contract contains provisions covered by FMLA that are less than the contract, FMLA will apply. A copy of the FMLA policy will be available in the main administrative offices of the District. Leaves granted under the provisions of the FMLA are unpaid leaves of absence.

## **Article 23 – Workers Compensation**

Any employee who is injured on the job shall notify his/her immediate supervisor. It is expected that the employee will fill out the appropriate accident form as quickly as possible and preferably within 72 hours from the time of injury and submit the form to the Human Resources office.

In situations where the unit member requires immediate medical attention and is unable to complete the appropriate accident form, the principal will notify the Assistant Superintendent of Schools, or his/her designee, to submit the form on the employee's behalf.

The employee requiring medical care should inform his/her doctor of this work-related injury and request any medical bills are sent to the district's worker's compensation provider

Only the doctor can make the determination, in writing, if an employee cannot work or when he/she can return to work. No one else, including the employee, can make that determination.

When an employee is not able to work due to work related injury, the first five (5) work days or seven (7) calendar days is defined as a waiting period and is not reimbursable by Worker's Compensation. However, if the employee is out of work for more than 14 calendar days, the reimbursement begins at day one with no waiting period.

1. Once the employee has exceeded the waiting period (the first five (5) workdays or seven (7) calendar days), it is the employee's decision, in writing, to:
  - a. instruct the District to direct workers' compensation to provide payment, or
  - b. use eligible leave accruals to provide a continuation of normal wages. Eligible leave accruals include sick leave and personal leave (the unit member will instruct the District on which type of leave(s) they will use).
2. When the employee returns to work, the employee should request from the Workers' Compensation Board a settlement for the use of leave time while out on a work-related injury. When the Workers' Compensation Board reaches a decision, the district's workers' compensation provider will issue a check to the Spencerport Central School District. If the employee has received prior payment through payroll using available leave time, the district, after receiving payment from the workers' compensation provider, shall restore to the employee sick leave equal in value to the payment amount received. The district will prepare, if prior calendar year reimbursement, the appropriate adjustments to the employee's W-2 and provide a corrected W-2 within 30 days.

## **Article 24 - Health Insurance**

### **1. Active unit members**

All full-time unit members will be eligible to enroll in any of the health, dental and vision plans offered by the district. Additionally, all full-time unit members will be eligible to opt-out of insurance coverage. The cost sharing for health, dental and vision insurance and requirements for opting out of insurance coverage are detailed below.

#### **A. Dental Insurance**

Effective July 1, 2003, the district shall be responsible for seventy-five (75) percent of the monthly premium for the district's dental plan, the employee shall be responsible for the remaining twenty-five (25) percent.



## B. Vision Insurance

Effective July 1, 2003, the district shall be responsible for seventy-five (75) percent of the monthly premium for the district's vision plan, the employee shall be responsible for the remaining twenty-five (25) percent.

## C. Health Insurance

1a. Effective July 1, 2003, the District will make the following monthly monetary contributions towards health insurance premiums:

\$204.79 for single coverage

\$470.94 for two-person coverage

\$515.69 for family no spouse coverage

\$542.63 for family coverage.

1b. The unit member can apply the District's monetary contribution towards the premiums of any District offered health insurance plan; not to exceed the percentage paid by the District for Blue Choice Select as applied to the premium for the plan selected by the unit member.

2a. Effective January 1, 2004 for the 2004 calendar year, the District's monthly monetary contribution will be equal to 85% of the monthly premium for Blue Point 2 Select.

2b. The unit member can apply the District's monetary contribution towards the premiums of any District offered health insurance plan; not to exceed the percentage paid by the District for Blue Point 2 Select. The District will contribute an additional 5% towards the monthly premium for Blue Point 2 Value as long as it does not exceed the District's monthly monetary contribution. (Example: if the District is paying 82% of the Blue Point 2 Select premium, the District will pay 87% of the Blue Point 2 Value premium if the dollar amount does not exceed the District's monthly monetary contribution.)

2c. Effective January 1, 2005 and ever year thereafter, the District will increase their previous year's contribution for health insurance as follows:

i. If the consumer price index (CPI) provided by the State Education Department (SED) in December is less than the percentage increase for the monthly premium of Blue Point 2 Select in January:

The District will increase their monthly monetary contribution for health insurance by the consumer price index provided by the State Education Department. In addition, the difference between the percentage increase for the monthly premium of Blue Point 2 Select and the SED CPI will be shared equally by the District and the unit member. (Example: the monthly premium for Blue Point 2 Select increases by 7% and the SED consumer price index is 3% - the District will increase their previous year's monetary contribution by 3% and half of the remaining 4%, for a total increase on the previous year's monetary contribution of 5%.)

- ii. If the percentage increase for the monthly premium of Blue Point 2 Select in January is less than the consumer price index (CPI) provided by the State Education Department (SED) in December:

The District will increase their monthly monetary contribution for health insurance by the percentage increase for Blue Point 2 Select. (Example: the monthly premium for Blue Point 2 Select increases by 3% and the SED consumer price index is 7%. The District will increase their previous year's monetary contribution by 3%.)

**D. Opt-Out of Insurance Coverage**

Active unit members may elect not to be covered by the various Spencerport Central School District health insurance programs to which the district contributes a premium under the following conditions and circumstances:

- 1. The opt-out provision is voluntary and will be provided to unit members eligible for benefit coverage. Unit members must elect the opt-out option during the annual open enrollment period. New hires will be provided the opportunity at time of employment to participate in this benefit.
- 2. Unit members who are eligible to opt out of the district health plans for which they are eligible for coverage, shall receive the payment described below in two checks, one half in June and one half in December of each calendar year (prorated for less than a full year).

<u>Coverage</u>	<u>Family Plan Payment</u>	<u>Single Plan Payment</u>
MPP, Major Medical Dental & Vision coverage only	\$561	\$187
MPP coverage only	\$440	\$149
Major Medical coverage only	\$55	\$22
HMO, Dental & Vision coverage only	\$561	\$187
HMO coverage only	\$495	\$165
Dental coverage only	\$55	\$22
Vision coverage only	\$11	\$6

- 3. This benefit also applies to unit members who have previously elected to not participate in the health insurance plans
- 4. Unit members who elect to opt out must demonstrate that they have health insurance coverage.

5. An employee who loses his/her other health coverage during the year and who has opted out of the District plan and wishes to re-enter must make immediate written request to the district human resources office and will be readmitted to the plan in accordance with the rules and regulations of the carrier. A unit member who returns to the District plan during the course of any school year will only be entitled to a prorated amount of the option payment for the time the employee was not in the plan.

## **2. Retired Unit Members**

- A. Effective July 1, 1997, the district shall pay its share of the premium for the district's health plan, major medical, dental and Vision Care insurance at the co-payment rate it was contributing prior to retirement for retiring employees who have completed 20 consecutive full-time years of service in the district and are retiring from the district, are at least 55 years of age at the date of retirement, and have applied for retirement benefits from the New York State Employees Retirement System at the time of retirement.
- B. At age 65, Medicare Part B will be the retiree's primary carrier for health insurance. The District's contribution for health insurance will be equal to the same percentage paid for Active employees in Blue Point 2 Select as applied to the premium for Medicare Blue Choice. (Example, if the District is paying 85% of Blue Point 2 Select for active unit members, the District will pay 85% of the Medicare Blue Choice premium for eligible retired unit members starting at age 65).

The retired unit member can apply the equivalent dollar amount towards any of the available plans that coordinate with Medicare Part B, not to exceed the percentage paid by the District for Medicare Blue Choice as applied to the premium for the plan selected by the employee.

The employee will be billed on a semi-annual basis by the District for their share of the premium. Coverage will be terminated should the retired unit member fail to provide payment within 30 days of billing.

### **C. Major Medical**

For unit members who retire from Spencerport on or after June 30, 1991, the major medical coverage shall be \$40,000 for lifetime coverage. Pursuant to the current major medical contract language, the annual reinstatement procedures shall remain in effect.

## **3. HMO and Major Medical**

Unit members who enroll in an HMO may not also be enrolled in the district's major medical plan.

## **4. Loss of Coverage**

If the unit member is covered by, or has available to him/her, health insurance coverage comparable to the district's minimum premium plan, major medical or HMOs, he/she shall not be covered under the district's plans. In the event the employee loses such alternate coverage, he/she may re-enter the district's plan upon submission of proof of loss of alternate coverage.

## **5. Survivors of unit members**

The aforementioned benefits shall not be paid for the survivors of any active unit members or the survivors of any retiree.

### **Article 25 - Flexible Spending Account**

Unit members shall be eligible to enroll in the district's Flexible Spending Account program. This plan will comply with the IRS rules and regulations governing such programs. The district will solicit input from the Association before selecting a new third-party agency to administer this program.

### **Article 26 – Employees Assistance Program**

If the district continues to provide an Employee Assistance Program (EAP) for unit members, the EAP should be available for difficulties including, but not limited to, emotional or mental stress, chemical dependency, family and marital issues and financial problems. Employees and their dependents should be encouraged to seek help voluntarily through the EAP. The Superintendent or his/her designee may suggest to an employee that the EAP service is available, but it is up to the individual employee to seek assistance. Employees are assured that involvement with an EAP will be strictly confidential, and no record of the involvement or the suggestion that the employee seek assistance may become a part of an employee's personnel record.

### **Article 27. – Salary**

1. All nurses employed in the previous school year will receive an increase in their base salary as follows:
  - 2003-04 school year: \$1,200 plus 5.07% of their previous years base salary
  - 2004-05 school year: \$645 plus 2.47% of their previous years base salary
  - 2005-06 school year: \$677 plus 2.47% of their previous years base salary
  - 2006-07 school year: \$710 plus 2.47% of their previous years base salary

2. The following induction salary schedule will be used solely for the purpose of establishing starting salaries for new unit members:

	2003-04	2004-05	2005-06	2006-07
1	\$ 21,596	\$ 22,195	\$ 22,829	\$ 23,496
2	\$ 22,160	\$ 22,774	\$ 23,421	\$ 24,103
3	\$ 22,725	\$ 23,352	\$ 24,014	\$ 24,710
4	\$ 23,289	\$ 23,931	\$ 24,606	\$ 25,317
5	\$ 23,805	\$ 24,509	\$ 25,199	\$ 25,924
6	\$ 24,322	\$ 25,038	\$ 25,791	\$ 26,531
7	\$ 24,839	\$ 25,568	\$ 26,334	\$ 27,138
8	\$ 25,578	\$ 26,098	\$ 26,877	\$ 27,694
9	\$ 26,318	\$ 26,855	\$ 27,420	\$ 28,250
10	\$ 27,058	\$ 27,613	\$ 28,196	\$ 28,807
11	\$ 27,798	\$ 28,371	\$ 28,972	\$ 29,364
12	\$ 28,538	\$ 29,129	\$ 29,748	\$ 29,921

3. Educational degrees (applicable to all unit members)

Effective October 24, 2003 a stipend will be given to any unit member who has attained either a Bachelors Degree or Masters Degree in nursing from an accredited college and/or university. Documentation may be provided prior to September 1 or February 1 of any school year. When documentation is provided by September 1, payment will commence on or before November 1; when documentation is provided by February 1, a pro-rated payment (50%) will commence on or before March 1 of that school year.

The amount will continue to be paid each year that the employee remains employed by the school district. The differentials shall not be cumulative.

Bachelors degree	\$300
Masters degree	\$400

### **Article 28 - Longevity**

#### **A. Ten (10) Years**

A unit member who has completed ten (10) years of service with the district will receive a longevity payment of \$150. This amount will continue to be paid by the district in succeeding years.

#### **B. Fifteen (15) Years**

A unit member who has completed fifteen (15) years of service with the district will receive a longevity payment of \$600. This amount will continue to be paid by the district in succeeding years. The employee does not also receive the amount stipulated in "A."

#### **C. Eighteen (18) Years**

A unit member who has completed eighteen (18) years of service with the district will receive a longevity payment of \$1,150. This amount will continue to be paid by the

district in succeeding years. The employee does not also receive the amount stipulated in "A" and "B."

D. Twenty (20) Years

A unit member who has completed twenty (20) years of service with the district will receive a longevity payment of \$1,800. This amount will continue to be paid by the district in succeeding years. The employee does not also receive the amount stipulated in "A," "B" and "C."

For each employee due a longevity payment, the employee will receive the longevity payment in one lump sum in September.

Longevity payments are not part of the base salary.

**Article 29 - Vacation**

Unit members employed before July 1, 1999 will be granted the salary equivalent of five (5) paid vacation days after five (5) years of completed service as a contracted full time Registered Professional Nurse.

**Article 30 - Committee Participation**

Unit members will be compensated at their hourly rate (1/1435<sup>th</sup> of base salary) for service on any committee for which a unit member's participation is requested and for which compensation is approved by the district.

**Article 31 - Chaperones and Proctoring**

The chaperoning and proctoring of after-school student events unencumbered by teachers may be provided to unit members.

Remuneration shall be:

<u>Effective</u>	<u>Dollar Amount</u>
7/1/03	\$17.33 per hour
7/1/04	\$17.66 per hour

The administrator in charge of the event will validate the time chart.

For time under/over the hour, the District agrees to pay on a fifteen (15) minute basis. For example:

- A. Proctor works 2 hours, 53 minutes = 3 hours pay.
- B. Proctor works 2 hours, 52 minutes = 2 hours, 45 minutes pay.

**Article 32 – Jury Duty**

Unit members summoned to report for jury duty will be paid their normal wages while serving in this capacity. Unit members, upon request, will provide documentation, as provided by the court, for their required days and hours of attendance.

**Article 33 - Retirement Provisions**

**A. New York State Retirement**

All full-time employees are required by State Law to join the NYS Employees' Retirement System.

The system is set up by tiers (levels) which set forth the contribution rate, retirement age and State benefits. The membership tiers are:

Tier 1: Those persons who became members before June 30, 1973. Members are not required to contribute. The retirement system plan is 75-i.

Tier 2: Those persons who became members on or after July 1, 1973. Members are not required to contribute. The retirement system plan is 75-i.

Tier 3: Those persons who became members on or after July 27, 1976. Members must contribute 3% of their gross salary, if required by the New York State Employees' Retirement System.

Tier 4: Those persons who last became members on or after September 1, 1983. Members must contribute 3% of their gross salary, if required by the New York State Employees' Retirement System.

B. When an employee retires from the district, has completed at least five (5) years of full time service and has applied for, and is eligible for retirement benefits from the New York State Employees Retirement System, the district shall pay a stipend for each day of unused accumulated sick leave as follows:

<u>Days Accumulated</u>	<u>Dollar Amount per Accumulated Day</u>
Less than 120 days	\$17
120 -139 days	\$19
140 - 179 days	\$22
180 days and up	\$26

In order to be eligible for the Service Increment the employee shall submit a written notice of their intent to retire. For unit members who wish to retire at the end of the school year, notice must be given to the District on or before January 31 of that school year. For those unit members who wish to retire during a school year but before June 30, one hundred twenty (120) days notice must be given to the Superintendent no later than December 15 of that school year. The District will hold the notice of retirement until February 14 for retirements at the end of the school year, and two-weeks for notices submitted prior to December 15, after which the notice of intent to retire is irrevocable and will be acted upon by the Board of Education.

Except as noted below, the employee may change their date of retirement after filing the written notice of retirement with the Superintendent in the event the district offers a local retirement incentive or the district adopts an Early Retirement Incentive offered by the New York State Employee's Retirement System (NYSERS). The employee would be allowed to amend the retirement date to fall within the window of eligibility for the local or state retirement incentive.

With the recommendation of the superintendent and approval of the Board of Education, an employee may rescind their notice of retirement in the event the employee experiences an unforeseen circumstance or emergency (such as the death of a spouse), without losing their eligibility to receive the Service Increment in the future. The Board of Education will consider the unit member's unforeseen circumstance or emergency and the recommendation of the superintendent. The decision of the Board of Education will be final.

In addition, the notification requirement as outlined in paragraph A will be waived upon acceptance of evidence of Tier reinstatement after January 31 of the school year by the Superintendent of Schools or the District offers a NYSERS retirement incentive.

The number of unused sick days as of the last day of employment as a unit member in the district will be used for the determination of the service increment.

The Service Increment will be paid to retiring unit members within 30 days after their retirement date.

Retiring unit members must submit on, or before, their retirement date their intention to change their Tax Sheltered Annuity salary reduction or their withholding allowances, indicating in writing their intent, and submission of all appropriate forms, including a revised salary reduction agreement, maximum exclusion allowance worksheet (complete with all authorized signatures), Federal W-4 and New York State IT-2104 forms, and any other required forms. Any information received after the last date of employment as a unit member will not be processed for the payment of the service increment.

#### **Article 34 - Smoke Free Environment**

As per Board of Education Policy 5640, smoking is not permitted on the grounds or in the buildings or vehicles owned by the Spencerport Central School District.

#### **Article 35 - Payroll Deductions**

The school district shall make payroll deductions authorized by the employees for the following purposes in accordance with other provisions of this agreement. The Registered Professional Nurses agree to hold the district harmless from any and all liabilities which may arise from making payroll deductions.

The payroll deductions include and are not limited to:

1. Association dues and/or agency fees
2. Spencerport Federal Credit Union
3. United Way
4. Health insurance plans
5. Tax sheltered annuities. Neither the district nor the association will be held liable for the selection of the tax shelter annuities (e.g., 403(b) and 457) companies nor for errors in any calculations made by respective TSA companies.



**Article 36 - Direct Deposit**

Unit members are to deposit one hundred percent (100%) of their payroll into any bank(s) and/or credit union(s) reached through the Automated Clearing House (ACH) in New York.

**Article 37 – Payroll Distribution**

The District may unilaterally change to semi-monthly payroll distribution at the start of a contract year in the future. The District will provide no less than sixty (60) days notice of the change to the association president. The District will invite the association president to participate in a discussion of the semi-monthly payroll schedule no less than forty-five (45) days before the change.

The semi-monthly payroll distribution will provide payroll on the 15<sup>th</sup> and the last business day of the month. If the 15<sup>th</sup> is a Saturday, payment will be made on Friday (the 14<sup>th</sup>). If the 15<sup>th</sup> is a Sunday, payment will be made on Monday (the 16<sup>th</sup>).

**Article 38 – Duration of Agreement**

This agreement shall be effective from July 1, 2003, and continue in force and effect until June 30, 2007, or until a successor agreement is reached.

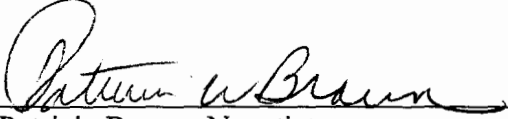
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

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 \_\_\_\_\_ day of \_\_\_\_\_.

All provisions of this agreement, unless otherwise noted, are retroactive to July 1, 2003.

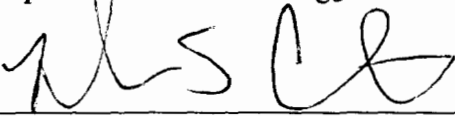
SIGNATURES OF NEGOTIATORS

  
\_\_\_\_\_  
Patricia Brown, Negotiator  
Spencerport Central School Registered Professional Nurse Association

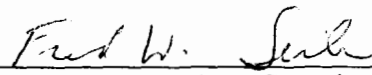
1-5-04  
date

  
\_\_\_\_\_  
Mary Kinsky, Negotiator  
Spencerport Central School Registered Professional Nurse Association

1-7-04  
date

  
\_\_\_\_\_  
Michael S. Crumb, Asst. Superintendent of Schools  
Spencerport Central School District

1-9-2004  
date

  
\_\_\_\_\_  
Fred W. Seiler, Asst. Superintendent for Business  
Spencerport Central School District

1-12-2004  
date

