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RN/8158

AGREEMENT
BETWEEN
QUEENSBURY UNION FREE SCHOOL DISTRICT

AND

QUEENSBURY NURSES ASSOCIATION

JULY 1, 2006 - JUNE 30, 2009

RECEIVED

DEC 13 2007

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

6

QUEENSBURY SCHOOL NURSES CONTRACT
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RECOGNITION AGREEMENT
BOARD OF EDUCATION
OF
QUEENSBURY UNION FREE SCHOOL DISTRICT
AND
QUEENSBURY NURSES ASSOCIATION

This agreement is made the 2th day of September, 2006, by and between the Queensbury Union Free School District Board of Education (hereinafter referred to as “the School Board”) and the Queensbury Nurses Association (hereinafter referred to as “the Association”). This agreement is negotiated pursuant to Article 14 of the Civil Service Law of the State of New York.

ARTICLE I
RECOGNITION

Section 1

The School Board recognizes the Association as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to terms and conditions of employment for Nurses employed by the School Board, excluding all other employees, supervisors, managerial employees, and confidential employees.

Section 2

Part-time employees who are scheduled to work less than 15 hours per week will not be included in the collective bargaining unit represented by the Association. Part-time employees who are scheduled to work 15 hours or more per week shall be included in the collective bargaining unit represented by the Association.

ARTICLE II

PRINCIPLES

1. Right to join or not to join. It is further recognized that the nurse has the right to join or not to join a nurse organization but membership shall not be a prerequisite for employment or continuation of employment of any nurse.

2. This recognition constitutes an agreement between the School Board and the Association to reach mutual understandings regarding matters related to terms and conditions of employment. The School Board and the Association recognize that Queensbury School System must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes.

3. It is recognized that members of the Nursing staff perform an essential function in facilitating the educational program, and that the success of this program in the district depends upon the maximum utilization of the abilities of Nursing personnel who are satisfied with the conditions under which their services are rendered.

ARTICLE III

AGENCY SHOP, DUES DEDUCTIONS, AND ASSOCIATION RIGHT

Section 1. The School Board agrees to deduct from the wages of each nurse in bargaining unit from whom it has received a currently effective written authorization executed by such individual nurse in amounts certified by the Association and agreed to by such nurse, and will transmit such monies within fourteen (14) days after collection to the Association or its' designee.

Section 2. The Association affirms that it has adopted the necessary procedures for refund of agency fee deductions as required in the New York State Civil Service Law.

Section 3. The affected employee and Association, jointly and severally agree to relieve the School Board of any liability and indemnify and hold the School Board and it's

members harmless from and against any and all claims, demands, suits or other form of liability, including reasonable attorney fees, that may arise out of, or by reason of, the action of withholding the Agency Fee (or the dues deduction) by the District pursuant to the provisions of this Article, and the agency fee provisions of the New York State Civil Service Law.

Section 4. The School Board agrees to also deduct from the wages of each nurse in the bargaining unit from whom it has received a currently effective written authorization executed by such individual nurse for contributions to the TCT Federal Credit Union.

ARTICLE IV

PROCEDURES FOR CONDUCTING NEGOTIATIONS

Upon request of either party for a meeting to open negotiations for a successor contract, a mutually acceptable date shall be set not more than fifteen (15) days following such request. Such request shall be made between December 1 and December 15 of the last year of the existing contract. Following the request, each party will have a maximum of fifteen (15) days to formally open negotiations.

ARTICLE V

GENERAL

The parties recognize that this Agreement has been entered into pursuant to the Public Employees' Fair Employment Act. If any provisions of this Agreement or any application of the Agreement to any nurse or group of nurses shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

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

LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE VI
COMPENSATION

Section 1 - Notification of Salary

Nurses will receive written notice of their salary for the new budget year at least thirty (30) days prior to July 1 each year, providing a contract for the school year beginning in July has been agreed to for at least thirty (30) days. In the event a contract has not been agreed to for at least thirty (30) days prior to July 1, nurses will receive salary notices within thirty (30) days after the contract is signed. To be eligible to move to the next step in July, a nurse must be employed on January 1 or before.

Section 2 - Salary

The attached salary schedule shall apply from July 1, 2006 to June 30, 2009 for those nurses on the schedule. Pursuant to the attached salary schedule, Step 1 will be eliminated in 2006-07, Step 2 will be eliminated in 2007-08, and Step 3 will be eliminated in 2008-09. In addition, those employees who have completed fifteen years of service with the School District shall receive a longevity of \$500 added to their annual salaries; those who have completed nineteen years of service with the School District shall receive a longevity of \$700 added to their annual salaries. Such longevities shall not be cumulative. The School Board of Education may exceed a salary schedule at its discretion. There will be no retroactive pay or benefits for those not employed by the School District as of the date of the execution of this Agreement.

Section 3 - Workdays

The workday and worktimes will be the same as for classroom teachers working ten (10) months. Nurses will be expected to assist with physicals in the summer and will be paid on a prorata basis. Any Nurse called in after regular hours will be guaranteed at least two (2) hours pay. This does not include time immediately before or immediately after a regular workday or prescheduled work. All overtime must be authorized and have the prior approval of the nurse's supervisor, except in the case of an emergency.

Section 4 - Calculation of Hourly Rate

The Nurse's hourly rate, for the purpose of additions to or deductions from the Nurse's

pay, will be calculated in the following manner. The individual nurse's annual wage divided by 180 days divided by six and one-half (6 ½) hours.

Section 5 - CPR Requirement

As a condition of employment with the School District, each Nurse must obtain and maintain certification for Cardio-Pulmonary Resuscitation (CPR).

ARTICLE VII

INSURANCE BENEFITS

Section 1 - New York State Disability Insurance

All Nurses appointed to work on a permanent basis at least fifteen (15) hours per week, ten (10) months a year, will be entitled to disability insurance.

Section 2 - Health Insurance

Part-time employees who are scheduled to work less than 25 hours per week are not eligible to receive Health, Dental or Prescription Drug Insurance. Eligible Nurses of the school district will be granted the same health insurance plan, benefits and contribution levels as the Faculty Association for the duration of this agreement.

Section 3 - Dental Insurance

Eligibility for dental insurance is the same as for health insurance. Eligible Nurses of the School District will receive the benefits and contribution levels specified in the Faculty Association contract.

Section 4 - Prescription Drug Insurance

Eligibility for prescription drug insurance is the same for health insurance. Eligible Nurses of the School District will receive the benefits and contribution levels specified in the Faculty Association contract.

ARTICLE VIII

SICK LEAVE

Section 1

Nursing personnel must be employed by the district at least three (3) months before being eligible for sick leave. Nurses shall be entitled to fifteen (15) days of sick leave for each school

year for: personal illness, quarantine, illness in the immediate family. Unused days of sick leave will accumulate to a maximum of two hundred and fifty (250) days. Effective June 30, 2003, the maximum accumulated sick leave days will be increased from 250 days to 265 days.

Section 2

If a nurse is absent and applying for benefits under the workers' compensation insurance carried by the school, no sick time will be paid for periods when Workers' Compensation pay is received.

Section 3

Unit members who were hired on or before June 30, 2006 and retire pursuant to the New York State Employees' Retirement System (NYS ERS) with at least ten (10) years of service in the Queensbury Union Free School District and unit members who were hired on or after July 1, 2006 and retire pursuant to the NYS ERS with at least twelve (12) years of service in the Queensbury Union Free School District and who are members of the District's health and dental insurance program at the time of retirement will have options of converting four (4) accumulated sick days for one (1) month of health insurance; two (2) accumulated sick leave days for one (1) month of dental insurance; or six (6) accumulated sick leave days for one (1) month of health and dental insurance.

ARTICLE IX

PERSONAL LEAVE

Section 1

All requests for personal leave must be applied for on a form designated for that purpose and submitted to the nurses' immediate supervisor.

Section 2

Only absences for such emergency personal business as cannot be scheduled on other than a workday may be approved. Personal leave may not be scheduled immediately preceding or following holidays, breaks, or vacations. Bargaining unit employees will no longer be required to provide reasons for personal leave.

Section 3

No more than two (2) days personal leave per year may be granted.

Section 4

Leaves of absence without pay or benefits may be granted to a nurse for up to one (1) year at the discretion of the district.

Section 5

In the event that the request for absence for personal leave is of such a nature that the nurse would prefer not to discuss the matter with her immediate supervisor, the request can be made directly to the Assistant Superintendent for Business. In cases involving intimate personal concerns or where privacy is a matter of urgency, the Assistant Superintendent for Business may grant the personal day based solely on the request for the leave.

Section 6

Employees will be allowed to convert 2 unused personal days to one sick leave day at the end of the year.

ARTICLE X

BEREAVEMENT LEAVE

In the event of death in the immediate family (mother, father, grandparents, wife, husband, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law), bereavement leave of up to five (5) consecutive school days will be granted with pay for each occurrence. Required and approved attendance at any other funeral will be considered a personal day.

ARTICLE XI

JURY DUTY

Time will be allowed for all nurses who are required to report for Jury Duty. Any money received for Jury Duty, which was earned during a time when normally working, will be deducted from the pay of the nurse.

ARTICLE XII

NEW YORK STATE EMPLOYEES' RETIREMENT

The School District offers the new improved 1/60th retirement plan with option 41J (permitting nurses to use sick time for retirement) to eligible nurses of the School District. By law, all full-time nurses must join and all nurses joining after July 1, 1976 must contribute three percent (3%) of their salary.

ARTICLE XIII

RIGHT OF REEMPLOYMENT

When a nurse must leave employment due to family crisis, she will be given first choice in the same or an equivalent job when it opens providing she has indicated a desire to return to work.

ARTICLE XIV

NOTICE OF VACANCY

The Association will be given notice of vacancies in all positions represented in this agreement. This notice will be given at least fourteen (14) days prior to the filling of the vacancy. Notices of Nursing job openings will be sent to the president or other designated official of the Association at least one (1) day prior to being sent to the newspaper for advertising. Nurses who desire to apply for such vacancies shall submit their applications in writing to the designated administrator within the time period specified in the notice.

ARTICLE XV

RECOGNITION OF IMPROVEMENT

Nursing supervisors will advise the Assistant Superintendent for Business of nurses who attend a course to improve their job knowledge. Such information will be brought to the attention of the School Board of Education. If the School District advises a nurse, in writing, to take a course, any tuition, lab fees and book expenses paid by the nurse shall be reimbursed to the nurse by the School District.

ARTICLE XVI

SENIORITY

Section 1

If any Nursing position in the School District is abolished or terminated, the services of any nurse covered by this agreement having the least seniority within that position or comparable job position will be terminated. The decision on comparability will be made by the School District.

Section 2

The School District will maintain the seniority list and will update the seniority list at least annually. The School District will provide a copy of the Seniority list to the Association.

ARTICLE XVII

NURSE EVALUATION

Section 1

Any evaluation sheets completed on nurses will be reviewed with the nurse, and the nurse will be given an opportunity to sign the sheet.

Section 2

Every effort will be made to conduct evaluations or observations for the purpose of evaluations at least once each school year for all nurses who have been employed by the School District for at least sixty (60) days.

Section 3

Any evaluation sheets completed on nurses will be reviewed with the nurse. No material will be placed in a nurse's personnel file unless the nurse has had an opportunity to see and sign it beforehand and add comments. The nurse will receive a copy of the evaluation sheets after she has signed it or had the opportunity to sign it. If a nurse refuses to sign, the School District may have a witness sign to acknowledge that the nurse had the opportunity to sign it.

ARTICLE XVIII

NURSE GRIEVANCE PROCEDURE

The parties hereby agree to the following procedures in handling grievances:

1. First Stage: When a grievance is made by a nurse, the nurse should orally and informally confer with his immediate supervisor or superior endeavoring to resolve the problem.
2. Second Stage: If the grievance is not resolved informally at the first stage, the nurse may request in a written statement a review of the determination of the immediate supervisor or superior by the School Superintendent, or his designee. The School Superintendent, or designee, shall render a decision in writing to the aggrieved party and the Association within thirty (30) calendar days of receipt of the employee's written statement.
3. Third Stage: If the aggrieved nurse is not satisfied with the decision of the School Superintendent, or his designee, the nurse may appeal directly to the School Board of Education. Such an appeal shall be made in the form of written statement directed to the School Board of Education with copies to the immediate supervisor or superior involved and to the School Superintendent. Such appeal shall be made within five (5) calendar days after the School Superintendent has rendered his decision at the second stage. The grievance shall then be presented to the School Board of Education by the Aggrieved nurse at the next regularly scheduled Board meeting, provided the appeal is made at least ten (10) calendar days prior to the School Board meeting. Any appeal made less than ten (10) calendar days prior to the next regularly scheduled Board meeting may, in the discretion of the School Board be considered at the next subsequent Board meeting. The School Board of Education will render its final decision within ten (10) calendar days after said meeting.
4. Fourth Stage: If the aggrieved nurse and the Association are not satisfied with the decision of the School Board of Education, the aggrieved nurse and the Association may, within ten (10) calendar days from the date of the receipt of the decision request that the grievance be submitted to Arbitration. The request shall be made to the President of the School Board of Education. The Association shall then notify the American Arbitration Association and the parties will be bound by the rules and procedures of the American Arbitration Association.

The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusion regarding the issues. The arbitrator shall have no power to add to, subtract from, modify or expand the provisions of this Agreement, and shall consider the precise issue presented to him. The arbitrator's decision shall be final and binding on the parties.

5. General Provisions: The following shall apply to this entire grievance procedure:
- (a) The parties agree to use the grievance form attached hereto.
 - (b) A grievance is defined as a claimed violation of this agreement with respect to its application or interpretation.
 - (c) Throughout all stages of the grievance procedure, the aggrieved nurse may have a representative who may either be an attorney or any other person selected by the nurse.
 - (d) All hearings shall be confidential.
 - (e) The written grievance referred to in the Second and Third Stages of the grievance procedure shall be presented in document form stating the name and position of the aggrieved nurse, the identity of the provisions of this agreement involved in said grievance, the time when and the place where the alleged events or conditions constituting the alleged breach of this agreement existed, the identity of the party responsible for causing said events or conditions, a statement of the specific nature of the grievance, including the historical background of the grievance, evidence supporting the grievance, action taken thus far to resolve the grievance, and reasons for dissatisfaction with action taken thus far to resolve the grievance, and the remedy sought by the aggrieved nurse. However, a grievance that occurs during the last two weeks of the school year may be forwarded to the School Superintendent, in writing, within the first two weeks of the succeeding school year.
 - (f) No written grievance shall be entertained, and such grievance shall be deemed waived, unless the written grievance was forwarded to the School Superintendent at Stage Two within fifteen (15) calendar days after the aggrieved nurse knew, or

should have known, of the act or condition upon which the grievance is based. A certified letter will be accepted as a grievance over a recess period.

- (g) Failure to comply with the time limits set forth in this grievance procedure is intended to be, and shall be, considered a bar to the continued processing of any grievance or legal action, and shall be deemed abandoned, unless mutually agreed upon in writing by both parties.
- (h) Any decision of the School Board of Education may be appealed to the Commission of Education under the Education Law, if such remedy is available thereunder.
- (i) The preparation and processing of grievances and the administration of this grievance procedure, shall not be conducted during hours of employment, with the exception of the First Stage herein.
- (j) The cost of the arbitrator's fees will be shared equally between the parties.

ARTICLE XIX-

SCHOOL CLOSING

When school is closed, Nurses will follow the same policy as the faculty with the exception of days they are required to attend and assist in physicals.

ARTICLE XX

JOB DESCRIPTIONS

The School District will provide the Association with a copy of all job descriptions within the bargaining unit within six (6) months of the date of the signing of this agreement. Thereafter, where job descriptions are modified or new classifications are established, the Association will be provided copies of the new job descriptions within sixty (60) calendar days of its modification or establishment.

ARTICLE XXI

BREAK TIME

Section 1

Nurses who work seven (7) hours or more per day shall be provided thirty (30) minutes

of break time per day. Where practicable, such break time shall be divided into one (1) fifteen (15) minute break in the morning and one (1) fifteen (15) minute break in the afternoon.

Nurses who work seven (7) hours or more per day shall be provided with an unpaid thirty (30) minute lunch break each day. During such lunch break, the nurse may leave the School District property. If there is an emergency and the nurse is required to provide emergency nursing services during the scheduled lunch break, the nurse will be paid for such time worked.

ARTICLE XXII

UNEMPLOYMENT INSURANCE

Nurses who do not work for the School District during vacation periods or holiday recesses will be returned to their employment immediately following such vacation period or holiday recess unless notified to the contrary by the School District. This provision is only intended to satisfy the requirements of Section 590.11 of the New York State Labor Law.

This Agreement can be revised, reopened or modified only by joint agreement of the parties.

The terms of the Settlement Agreement will become effective upon the execution of the Collective Bargaining Agreement on July 1, 2006.

IN WITNESS WHEREOF, the parties hereto have signed this agreement on the day of 12th day of September, 2006.

QUEENSBURY UNION FREE SCHOOL DISTRICT

BY: Baron Frawley

QUEENSBURY NURSES ASSOCIATION

BY: Jackie Mulcahy RN
Jackie Mulcahy, President

**Queensbury Nurses Association
Salary Schedule**

STEP	2006-07	2007-08	2008-09
1			
2	23,961		
3	24,376	24,800	
4	24,872	25,229	25,668
5	25,304	25,743	26,112
6	25,743	26,190	26,644
7	26,103	26,644	27,107
8	26,463	27,017	27,577
9	26,754	27,389	27,963
10	27,441	27,690	28,348
11	28,146	28,401	28,659
12	28,871	29,131	29,395
13	29,681	29,881	30,151
14	30,388	30,720	30,927
15	31,115	31,452	31,795
16	31,864	32,204	32,553

QUEENSBURY SCHOOL DISTRICT

APPENDIX A

GRIEVANCE FORM

Grievant's Name: _____

Building: _____ Job Title: _____

Date Written Grievance Presented: _____

Contract Provision(s) Alleged To Be Violated: _____

Names of Persons Involved: _____

Time and Place Alleged Violation: _____

Statement of Grievance Issue: _____

Settlement Desired: _____

Dated _____ Signed _____

Grievant

Administrator's Reply: _____

Dated _____ Signed _____