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Contract Database Metadata Elements

Title: **Churchville Chili Central School District and Churchville Chili Central School Nurses Association (2003)**

Employer Name: **Churchville Chili Central School District**

Union: **Churchville Chili Central School Nurses Association**

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RN
8656

AGREEMENT

between

SUPERINTENDENT OF SCHOOLS

Churchville Chili Central School District
Churchville, New York

and

CHURCHVILLE CHILI CENTRAL SCHOOL

REGISTERED PROFESSIONAL NURSE'S ASSOCIATION

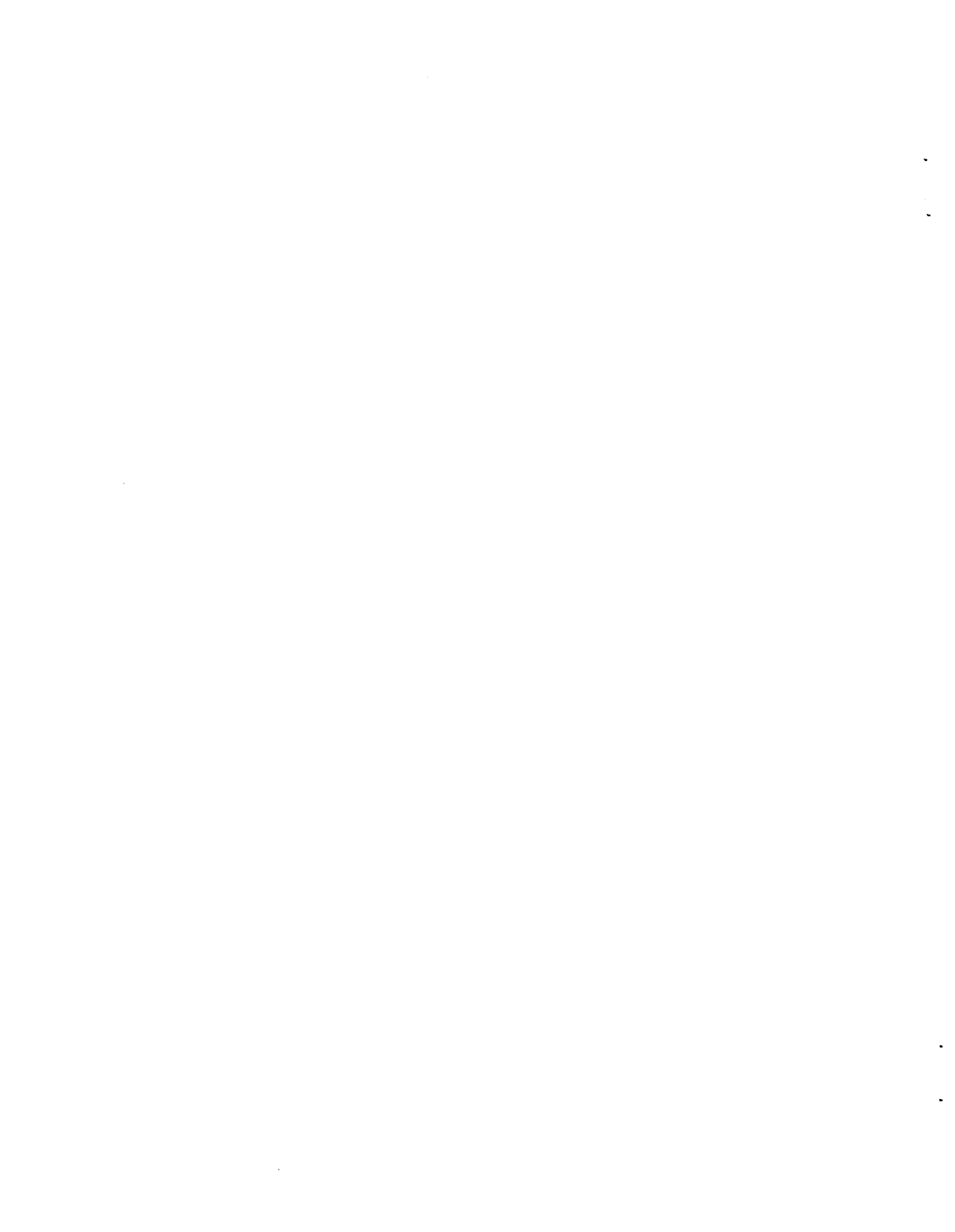
July 1, 2003 - June 30, 2006

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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Agreement

SUPERINTENDENT OF SCHOOLS
Churchville Chili Central School District

and

Registered Professional Nurses

Article 1. Agreement

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

Article 2. Appointment

Title: Registered Professional Nurse

A Registered Professional Nurse is a registered professional nurse licensed to provide nursing care within a scope of practice which includes diagnosing and treating human responses to actual or potential health problems. Registered Professional Nurses conduct nursing assessment, determine nursing diagnoses, establish nursing care goals, develop health care plans and evaluate student outcomes. Every employee in this association must work to the Nurse Practice Act according to Title VIII Education Law, Article 139. The Registered Professional Nurse's responsibilities/duties shall be limited to health care for students/staff within their assigned building except during emergency situations.

Nurses shall be employed by the district in accordance with the provisions of NYS Education Law, Section 902:1.

Each unit member shall be covered, at the district's expense, by malpractice insurance and shall be provided a copy of this binder. The Nurse Facilitator will collect the registration forms and submit them to the Director of Pupil Services. The Director of Pupil Services will submit all of the forms to the Business Office for payment.

Long-Term Registered Professional Nurse subs -- Any long-term substitute in the Registered Professional Nurse position for greater than 60 days will receive the adjusted beginning Registered Professional Nurse salary.

Article 3. Working Hours

The normal workday for unit members assigned to the high school, intermediate school, and elementary schools shall be 7 hours per day. The junior high school nurse will work 7.5 hours per day. All unit member workdays will be inclusive of a paid lunch break. Nurses will remain within their assigned building throughout the entire scheduled workday and shall be on-call at all times.



Article 4. Work Year

The work year will consist of 186 days.

Additional needed days for sports physicals, bus driver physicals, or other health related business (i.e. preparing new health charts, individualized health care plans and emergency medical plans) shall be paid separately and in addition to the 186 days.

Article 5. Supervisor

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

Each Registered Professional Nurse assigned to a health office shall assign all health related duties to the health aide.

Each nurse is responsible for providing the building administrator with feedback on the health aide's performance that is assigned to the office. A building administrator is responsible for evaluating the health aide.

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

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| Columbus Day | New Year's Eve Day |
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If required to begin school before Labor Day, Labor Day becomes the 12th paid holiday.

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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.

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All employees may request and be granted 35 personal hours per year for personal reasons, which may be taken in hourly increments. Substitute Registered Professional 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.

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Unit members shall be granted up to four (4) school days without loss of pay, sick or personal days in the case of a death in the immediate family. Immediate family is defined as: current spouse, parent or stepparent, 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.

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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:

Not be required to report for duty and saved from loss of pay.

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.

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The Association Negotiator and/or her/his designee shall be granted up to three (3) days absence during the work year for the purpose of conducting Association business. Except in case of emergency, any unit member who takes such time will give the building principal or central office supervisor at least twenty-four (24) hours notice before taking the time. Member may conduct such business without loss of compensation, personal, or sick days.

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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 one year. Member must return to work for one year 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.

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Employees shall be entitled to FMLA leave in accordance with the statute and the District's FMLA policy. Whenever an employee is absent from work for a reason which qualifies for FMLA leave, the employee shall be treated as on FMLA leave until the employee's absence ends or the employee's FMLA leave entitlement is exhausted, whichever occurs first.

Article 14: 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 as held at the commencement of the leave: or if that position is no longer in existence, to a substantially equivalent position.

Article 15: Compensation and Benefits/Health Insurance

A. Medical Insurance

Effective July 1, 2003, the District shall offer unit members the choice of the Rochester Area School Health Plan (RASHP) I (Blue Million Plan), or the RASHP II

plans (Blue Point 2 Value, Blue Point 2 Select or Blue Point 2 Extended Plans). Instead of any of these plans, the District may offer a substantially comparable form of coverage, which it shall choose upon consultation with the Association. For full-time employees, the District will pay the dollar equivalent of 85% of the monthly premium cost of RASHP II--Blue Point 2 Select (or the comparable replacement plan), or 100% of the monthly premium for the employees coverage, whichever is less. Unit members will pay by payroll deduction any monthly premium expense in excess of the District's contribution.

The District will institute payment for retirees as follows:

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

B. Dental Plan

In accordance with the regulations of the carrier, unit member 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 16: Grievance Procedure

A. General Provisions

- 1) A grievance is a claim by an employee that there has been a violation, or a misinterpretation or inequitable application that constitutes a violation of any provision of this Agreement. It is specifically agreed that the grievance and arbitration procedure shall not apply to the evaluation of employee performance.
- 2) Any employee or group of employees aggrieved by an action may file a grievance. With respect to any particular grievance, the grievant is the employee or group of employees who have signed the grievance.
- 3) An employee shall perform all duties as instructed even though she may feel herself aggrieved (unless the duty involves undue risk to the safety and health of the individual or violates the scope of practice of the nursing license).
- 4) A grievant has the right to be represented at his request at any stage of the grievance procedure. At Steps 1 and 2, the grievant may be accompanied only by an employee designated by the Union.

B. Timelines

- 1) The timelines for each step of the grievance procedure are set forth in section 15-C of this article.
- 2) If a grievance is not filed within the timeline stated at the first step, the grievance is deemed waived and need not be processed by the District. If the grievant and/or the Union fail to meet any subsequent timeline, the grievance will be considered resolved on the basis of the previous answer.
- 3) If the District fails to meet any timeline in the grievance procedure, the grievance may be moved to the next step of the grievance procedure as if the grievance had been denied by an answer rendered on the last day set forth in the procedure.
- 4) An extension of any timeline set forth in the grievance procedure is permissible if both the Union and the District specifically agree to the extension.
- 5) "Working Day" means any day except a Saturday, a Sunday, or a holiday.

C. Procedures

- 1) First Step: The employee must orally confer with the Supervisor to seek acceptable resolution of the grievance not later than the tenth (10th) working day after becoming aware of the incident out of which the grievance arose. The grievant must state that he is filing a grievance. The Supervisor then has (10) working days in which to give the grievant an oral answer. If all or substantially all of the employees in the bargaining unit are aggrieved by the same incident, the Union may submit a grievance on their behalf in writing directly to the Superintendent at the third step. Such a grievance must be submitted no later than the tenth (10th) working day after becoming aware of the incident out of which the grievance arose, and the signature of the union representative may be substituted on the grievance for the signature of the actual grievances. Such grievance shall not be subject to the procedures of the first step or second step.
- 2) Second Step: If the grievant is not satisfied with the oral response from the first step, the grievant may submit the grievance in writing by filing it with the Supervisor on the form provided by the District not later than ten (10) working days after receiving the oral response. The Supervisor shall issue a written response to the grievant not later than ten (10) working days after receiving the written grievance.
- 3) Third Step: If the grievant is not satisfied with the response from the second step, the grievant may file an appeal in writing to the Superintendent not later than ten (10) working days after receiving the written response from the second step. The Superintendent shall hold a meeting with the grievant and his Supervisor regarding the grievance not later than ten (10) working days after

receipt of the appeal. The Superintendent shall issue a written response to the grievant not later than ten (10) working days after the conclusion of this meeting

- 4) Fourth Step: If the grievant is not satisfied with the response from the third step, the grievant may request the Union to file an appeal in writing with the Labor/Management Committee. The written appeal must be delivered to the Labor/Management Committee not later than ten (10) working days after the grievant received the response from the third step. If the Union so submits the grievance, the Labor/Management Committee shall hold a meeting with the grievant and his Supervisor regarding the grievance not later than ten (10) working days after receipt of the appeal. The Labor/Management Committee will submit a written advisory recommendation to the Superintendent not later than ten (10) working days after the conclusion of the meeting.
- 5) Fifth Step: The Superintendent shall issue a written response to the grievant and the Union Business Representative not later than ten (10) working days after receipt of the written recommendation from the fourth step.
- 6) Sixth Step:
 - a. The Union may appeal the grievance to arbitration by delivering a letter to that effect to the Superintendent not later than ten (10) working days after receipt of the decision at the fifth step. In the ten (10) working days following delivery of that letter, the parties may attempt to agree on an arbitrator to hear and determine the case. If no arbitrator has been selected by the end of those ten (10) working days, the Union must, within three (3) working days of the end of that period, mail a demand for arbitration to the American Arbitration Association (AAA) and a copy of said demand to the Superintendent. The Union shall send with the demand a letter to the AAA requesting that it send to each party a list of twenty (20) names of the arbitrators. Within ten (10) working days of receipt of such list, each party shall return its copy of the list to the AAA with the names of unacceptable to it crossed off and all others, if any, numbered in order of the party's preference. The AAA shall then name as arbitrator the person most preferred by the parties as indicated on the list, but if there is no mutual choice, then the AAA shall send each party a second list of twenty (20) names and the foregoing procedure shall be repeated. If there is no mutual choice on the second list, the AAA shall name another person to serve as arbitrator, but he shall not be a person who is on either of the lists.
 - b. The arbitration proceeding shall be governed by the Voluntary Labor Arbitration Rules of the AAA to the extent that such rules do not conflict with this Agreement.
 - c. The fees and expenses of the arbitrator shall be shared equally by the parties, but all other expenses of the arbitration shall be borne solely by the party that incurs them.

- d. The arbitrator shall have the power to determine whether the grievance is properly before him, and if so, to decide whether or not the Agreement has been violated as alleged in the grievance. In making his determination, the arbitrator shall interpret and apply the provisions of this Agreement, but he shall have no power to add to, subtract from or modify the terms of this Agreement, or to review any matter which is reserved to the judgment or discretion of the District, the Board of Education, the Superintendent or any other District administrator. The arbitrator may recommend an appropriate remedy where he finds a violation of this Agreement. The decision of the arbitrator shall be final and binding on the parties and the employees.

Other Provisions:

- 1) No employee shall be subject to reprisal, intimidation, harassment, or coercion by any other employee, by the District or by the Union, or by any organization with which the Union is affiliated, because of having exercised their rights under this grievance procedure.
- 2) The grievance procedure set forth in this Article is the exclusive method for the resolution of claimed violations of the terms of this Agreement.
- 3) Before submitting a grievance, an employee shall consider whether his complaint about the action of the District could also be addressed by commencement of a proceeding before a judicial, administrative or legislative body or person. If it could be so resolved, the employee must decide between submitting a grievance or commencing such a proceeding because it is hereby agreed that: (a) submitting a grievance bars the employee and the Union from then or later commencing any judicial, administrative, or legislative proceeding involving the same action(s) of the District as is the subject of the grievance; and (b) commencing a judicial, administrative, or legislative proceeding bars the employee and the Union from then or later submitting a grievance involving the same action(s) of the District as is the subject of the grievance.
- 4) Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate representative of the District and having a grievance informally adjusted without intervention of the Union. In the event that any such grievance is so adjusted, while it shall be binding upon the aggrieved employee and shall in all respect be final, it shall not create a precedent or ruling binding upon either party unless consented to by the Union. The Union shall be notified of all such adjustments or grievances.

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Article 17: Conference Days

Nurses are eligible to take professional courses and attend conferences that are directly related to the work performed by the nurse in the District. The district shall pay expenses related to such. The course/conference must be approved by Administration in advance.

No deductions shall be made from sick leave, personal days or salary for those nurses who attend authorized conferences. And, if the course/conference is conducted beyond the regularly scheduled workweek, the nurse shall be eligible for the same rate of pay as work performed beyond those days specified by the school calendar.

Article 18: 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 19: 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 20: 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 21: 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, and benefit records.

Article 22: Evaluation of Members of the Registered Professional Nurses Association

When a formal evaluation of an employee is prepared in writing, the employee shall be given the opportunity for a meeting with the evaluator prior to the evaluation being placed in his/her personnel file. The employee shall be given a copy of the written evaluation at least three (3) working days prior to meeting with the evaluator. Within three (3) working days of the meeting, the employee shall return a signed copy of the evaluation to the evaluator. Within ten (10) working days of the meeting, the employee may submit a written response to the evaluation, and that response will be attached to the evaluation. Probationary unit members will be evaluated two (2) times per year and an administrator will evaluate permanent unit members at least once every two years.

Article 23: Discipline and Dismissal

Unit members holding the position of professional registered nurse who since their last date of hire have completed five (5) years of continuous service to the District are entitled to Section 75 and 76 of the New York State Civil Service Law (and any successors thereto).

Article 23-A: Discipline and Dismissal – Unit members with more than 3 years but less than 5 years of experience.

1. The procedures set forth in this Article 23-A are applicable only to employees holding the position of professional registered nurse who since their last date of hire have completed three (3) years of continuous service to the District.
2. When a professional registered nurse is demoted, suspended without pay, fined or discharged (which terms collectively are referred to as “discipline”) by the District, written notice of such action and the District’s reasons therefore shall be given to the employee at the time of that action or as soon thereafter as practicable, but in any case not later than the fifth (5th) working day after the District imposes the discipline. The discipline shall take effect immediately, or at a later date if so specified by the District. A copy of the written notice shall be given to the Association President as soon thereafter as is practicable.
3. If the employee disagrees with the discipline set forth in the written notice, the employee has the right to file with the Superintendent, not later than the tenth (10th) working day after the day on which the employee received the written notice, a written statement explaining the employee’s disagreement with the discipline. Failure to submit a written statement of disagreement by that time shall constitute acceptance of the discipline imposed. Not later than the tenth (10th) working day after the day on which the Superintendent receives the

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written statement, the Superintendent or his designee shall meet with the employee and an Association representative to discuss the employee's statement disagreeing with the discipline. Not later than the tenth (10th) working day following that meeting, the Superintendent shall transmit to the employee and the Union representative a written determination on the imposition of the discipline.

4. The written determination of the Superintendent shall be final, and shall not be subject to the grievance procedure of this Agreement or to any other form of review or appeal.

Article 24: Salaries, Wages, and Other Reimbursement

1. Salaries of unit members will be determined as follows for the duration of this contract:

2003-04	--	4%
2004-05	--	4%
2005-06	--	4%

2. Unit members with bachelor degrees will be paid an additional \$0.25/hour.
3. The Registered Professional Nurse Facilitator will be given a stipend of \$1,000.
4. 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.
5. Newly hired nurses shall have a beginning rate not less than \$14.99 to \$15.99/hour.
6. Substitute Registered Professional Nurses, who are retained by the district, shall be offered \$14.99/hour.

The Registered Professional Nurse Facilitator is a registered nurse with a minimum of 5 years experience in the school nurse setting. The Nurse Facilitator will provide organization and coordination in the delivery of Health Care Services within the District in collaboration with district and building administrators, the School Physician, teachers, parents and other staff.

The Nurse Facilitator will work with the Director of Pupil Services to insure development, implementation, consistency and compliance with local, state, federal and other health care mandates as well as policies, procedures, and regulations of the school district.

The Nurse Facilitator will serve as the Association President.

Agreement

SUPERINTENDENT OF SCHOOLS
Churchville Chili Central School District

and

Registered Professional Nurses

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- 15 years service – 50%

B. Dental Plan

In accordance with the regulations of the carrier, unit member 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 16: Grievance Procedure

A. General Provisions

- 1) A grievance is a claim by an employee that there has been a violation, or a misinterpretation or inequitable application that constitutes a violation of any provision of this Agreement. It is specifically agreed that the grievance and arbitration procedure shall not apply to the evaluation of employee performance.
- 2) Any employee or group of employees aggrieved by an action may file a grievance. With respect to any particular grievance, the grievant is the employee or group of employees who have signed the grievance.
- 3) An employee shall perform all duties as instructed even though she may feel herself aggrieved (unless the duty involves undue risk to the safety and health of the individual or violates the scope of practice of the nursing license).
- 4) A grievant has the right to be represented at his request at any stage of the grievance procedure. At Steps 1 and 2, the grievant may be accompanied only by an employee designated by the Union.

B. Timelines

- 1) The timelines for each step of the grievance procedure are set forth in section 15-C of this article.
- 2) If a grievance is not filed within the timeline stated at the first step, the grievance is deemed waived and need not be processed by the District. If the grievant and/or the Union fail to meet any subsequent timeline, the grievance will be considered resolved on the basis of the previous answer.
- 3) If the District fails to meet any timeline in the grievance procedure, the grievance may be moved to the next step of the grievance procedure as if the grievance had been denied by an answer rendered on the last day set forth in the procedure.
- 4) An extension of any timeline set forth in the grievance procedure is permissible if both the Union and the District specifically agree to the extension.
- 5) "Working Day" means any day except a Saturday, a Sunday, or a holiday.

C. Procedures

- 1) First Step: The employee must orally confer with the Supervisor to seek acceptable resolution of the grievance not later than the tenth (10th) working day after becoming aware of the incident out of which the grievance arose. The grievant must state that he is filing a grievance. The Supervisor then has (10) working days in which to give the grievant an oral answer. If all or substantially all of the employees in the bargaining unit are aggrieved by the same incident, the Union may submit a grievance on their behalf in writing directly to the Superintendent at the third step. Such a grievance must be submitted no later than the tenth (10th) working day after becoming aware of the incident out of which the grievance arose, and the signature of the union representative may be substituted on the grievance for the signature of the actual grievants. Such grievance shall not be subject to the procedures of the first step or second step.
- 2) Second Step: If the grievant is not satisfied with the oral response from the first step, the grievant may submit the grievance in writing by filing it with the Supervisor on the form provided by the District not later than ten (10) working days after receiving the oral response. The Supervisor shall issue a written response to the grievant not later than ten (10) working days after receiving the written grievance.
- 3) Third Step: If the grievant is not satisfied with the response from the second step, the grievant may file an appeal in writing to the Superintendent not later than ten (10) working days after receiving the written response from the second step. The Superintendent shall hold a meeting with the grievant and his Supervisor regarding the grievance not later than ten (10) working days after

receipt of the appeal. The Superintendent shall issue a written response to the grievant not later than ten (10) working days after the conclusion of this meeting

- 4) Fourth Step: If the grievant is not satisfied with the response from the third step, the grievant may request the Union to file an appeal in writing with the Labor/Management Committee. The written appeal must be delivered to the Labor/Management Committee not later than ten (10) working days after the grievant received the response from the third step. If the Union so submits the grievance, the Labor/Management Committee shall hold a meeting with the grievant and his Supervisor regarding the grievance not later than ten (10) working days after receipt of the appeal. The Labor/Management Committee will submit a written advisory recommendation to the Superintendent not later than ten (10) working days after the conclusion of the meeting.
- 5) Fifth Step: The Superintendent shall issue a written response to the grievant and the Union Business Representative not later than ten (10) working days after receipt of the written recommendation from the fourth step.
- 6) Sixth Step:
 - a. The Union may appeal the grievance to arbitration by delivering a letter to that effect to the Superintendent not later than ten (10) working days after receipt of the decision at the fifth step. In the ten (10) working days following delivery of that letter, the parties may attempt to agree on an arbitrator to hear and determine the case. If no arbitrator has been selected by the end of those ten (10) working days, the Union must, within three (3) working days of the end of that period, mail a demand for arbitration to the American Arbitration Association (AAA) and a copy of said demand to the Superintendent. The Union shall send with the demand a letter to the AAA requesting that it send to each party a list of twenty (20) names of the arbitrators. Within ten (10) working days of receipt of such list, each party shall return its copy of the list to the AAA with the names of unacceptable to it crossed off and all others, if any, numbered in order of the party's preference. The AAA shall then name as arbitrator the person most preferred by the parties as indicated on the list, but if there is no mutual choice, then the AAA shall send each party a second list of twenty (20) names and the foregoing procedure shall be repeated. If there is no mutual choice on the second list, the AAA shall name another person to serve as arbitrator, but he shall not be a person who is on either of the lists.
 - b. The arbitration proceeding shall be governed by the Voluntary Labor Arbitration Rules of the AAA to the extent that such rules do not conflict with this Agreement.
 - c. The fees and expenses of the arbitrator shall be shared equally by the parties, but all other expenses of the arbitration shall be borne solely by the party that incurs them.

- d. The arbitrator shall have the power to determine whether the grievance is properly before him, and if so, to decide whether or not the Agreement has been violated as alleged in the grievance. In making his determination, the arbitrator shall interpret and apply the provisions of this Agreement, but he shall have no power to add to, subtract from or modify the terms of this Agreement, or to review any matter which is reserved to the judgment or discretion of the District, the Board of Education, the Superintendent or any other District administrator. The arbitrator may recommend an appropriate remedy where he finds a violation of this Agreement. The decision of the arbitrator shall be final and binding on the parties and the employees.

Other Provisions:

- 1) No employee shall be subject to reprisal, intimidation, harassment, or coercion by any other employee, by the District or by the Union, or by any organization with which the Union is affiliated, because of having exercised their rights under this grievance procedure.
- 2) The grievance procedure set forth in this Article is the exclusive method for the resolution of claimed violations of the terms of this Agreement.
- 3) Before submitting a grievance, an employee shall consider whether his complaint about the action of the District could also be addressed by commencement of a proceeding before a judicial, administrative or legislative body or person. If it could be so resolved, the employee must decide between submitting a grievance or commencing such a proceeding because it is hereby agreed that: (a) submitting a grievance bars the employee and the Union from then or later commencing any judicial, administrative, or legislative proceeding involving the same action(s) of the District as is the subject of the grievance; and (b) commencing a judicial, administrative, or legislative proceeding bars the employee and the Union from then or later submitting a grievance involving the same action(s) of the District as is the subject of the grievance.
- 4) Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate representative of the District and having a grievance informally adjusted without intervention of the Union. In the event that any such grievance is so adjusted, while it shall be binding upon the aggrieved employee and shall in all respect be final, it shall not create a precedent or ruling binding upon either party unless consented to by the Union. The Union shall be notified of all such adjustments or grievances.

BB

Article 17: Conference Days

Nurses are eligible to take professional courses and attend conferences that are directly related to the work performed by the nurse in the District. The district shall pay expenses related to such. The course/conference must be approved by Administration in advance.

No deductions shall be made from sick leave, personal days or salary for those nurses who attend authorized conferences. And, if the course/conference is conducted beyond the regularly scheduled workweek, the nurse shall be eligible for the same rate of pay as work performed beyond those days specified by the school calendar.

Article 18: 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 19: 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 20: 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 21: 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, and benefit records.

Article 22: Evaluation of Members of the Registered Professional Nurses Association

When a formal evaluation of an employee is prepared in writing, the employee shall be given the opportunity for a meeting with the evaluator prior to the evaluation being placed in his/her personnel file. The employee shall be given a copy of the written evaluation at least three (3) working days prior to meeting with the evaluator. Within three (3) working days of the meeting, the employee shall return a signed copy of the evaluation to the evaluator. Within ten (10) working days of the meeting, the employee may submit a written response to the evaluation, and that response will be attached to the evaluation. Probationary unit members will be evaluated two (2) times per year and an administrator will evaluate permanent unit members at least once every two years.

Article 23: Discipline and Dismissal

Unit members holding the position of professional registered nurse who since their last date of hire have completed five (5) years of continuous service to the District are entitled to Section 75 and 76 of the New York State Civil Service Law (and any successors thereto).

Article 23-A: Discipline and Dismissal – Unit members with more than 3 years but less than 5 years of experience.

1. The procedures set forth in this Article 23-A are applicable only to employees holding the position of professional registered nurse who since their last date of hire have completed three (3) years of continuous service to the District.
2. When a professional registered nurse is demoted, suspended without pay, fined or discharged (which terms collectively are referred to as “discipline”) by the District, written notice of such action and the District’s reasons therefore shall be given to the employee at the time of that action or as soon thereafter as practicable, but in any case not later than the fifth (5th) working day after the District imposes the discipline. The discipline shall take effect immediately, or at a later date if so specified by the District. A copy of the written notice shall be given to the Association President as soon thereafter as is practicable.
3. If the employee disagrees with the discipline set forth in the written notice, the employee has the right to file with the Superintendent, not later than the tenth (10th) working day after the day on which the employee received the written notice, a written statement explaining the employee’s disagreement with the discipline. Failure to submit a written statement of disagreement by that time shall constitute acceptance of the discipline imposed. Not later than the tenth (10th) working day after the day on which the Superintendent receives the

written statement, the Superintendent or his designee shall meet with the employee and an Association representative to discuss the employee's statement disagreeing with the discipline. Not later than the tenth (10th) working day following that meeting, the Superintendent shall transmit to the employee and the Union representative a written determination on the imposition of the discipline.

4. The written determination of the Superintendent shall be final, and shall not be subject to the grievance procedure of this Agreement or to any other form of review or appeal.

Article 24: Salaries, Wages, and Other Reimbursement

1. Salaries of unit members will be determined as follows for the duration of this contract:

2003-04	--	4%
2004-05	--	4%
2005-06	--	4%

2. Unit members with bachelor degrees will be paid an additional \$0.25/hour.
3. The Registered Professional Nurse Facilitator will be given a stipend of \$1,000.
4. 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.
5. Newly hired nurses shall have a beginning rate not less than \$14.99 to \$15.99/hour.
6. Substitute Registered Professional Nurses, who are retained by the district, shall be offered \$14.99/hour.

The Registered Professional Nurse Facilitator is a registered nurse with a minimum of 5 years experience in the school nurse setting. The Nurse Facilitator will provide organization and coordination in the delivery of Health Care Services within the District in collaboration with district and building administrators, the School Physician, teachers, parents and other staff.

The Nurse Facilitator will work with the Director of Pupil Services to insure development, implementation, consistency and compliance with local, state, federal and other health care mandates as well as policies, procedures, and regulations of the school district.

The Nurse Facilitator will serve as the Association President.

Article 25: 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 26: Duration of Agreement

This agreement shall be effective from July 1, 2003, and continue in force and effect until June 30, 2006 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.

APPROVED: Dated this 13th day of February, 2004.

CHURCHVILLE-CHILI CENTRAL
SCHOOL DISTRICT

BY: _____

SUPERINTENDENT

CHURCHVILLE-CHILI NURSE'S
ASSOCIATION

BY: _____

ASSOCIATION PRESIDENT

