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RN
9167

**AGREEMENT BETWEEN THE
STARPOINT CENTRAL SCHOOL DISTRICT
AND THE
STARPOINT REGISTERED NURSES' ASSOCIATION**

JULY 1, 2004 THROUGH JUNE 30, 2007

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

JAN 18 2005

ADMINISTRATION

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ARTICLE 1

PREAMBLE

The parties to this Agreement, the Starpoint Central School District ("District") and the Starpoint Registered Nurses' Association ("SRNA"), hereby agree as follows.

ARTICLE 2

RECOGNITION

The Starpoint Board of Education, having determined that the Starpoint Registered Nurses' Association is supported by a majority of the full-time nurses in a unit composed of professional personnel, hereby recognizes the Starpoint Registered Nurses' Association as the exclusive negotiating agent for all full-time regularly employed individuals in the job classification of school nurse. All other individuals shall be excluded from the bargaining unit.

It is agreed that the SRNA shall be entitled to unchallenged representation status for the period specified in Civil Service Law Section 208(2).

ARTICLE 3

DEFINITIONS

As used in this contract, the definitions shall be as follows:

- 3.1 **Board** - Starpoint Central School District Board of Education.
- 3.2 **SRNA** - Starpoint Registered Nurses' Association
- 3.3 **School Nurse** - NYS Licensed Professional Registered Nurse (RN).
- 3.4 **Immediate Supervisor** - Elementary, Intermediate, Middle School and High School Principal or other immediate supervisor designated by the Superintendent of Schools.
- 3.5 **Workday** - When nurses are required to be in attendance.

ARTICLE 4

NEGOTIATION PROCEDURE

On or after February 1st in the year which this Agreement is set to expire, either party may, in writing, notify the other of its intent to enter into negotiations for the purpose of arriving at a successor agreement. A mutually acceptable meeting date shall be scheduled as soon as practical.

ARTICLE 5

UNION DUES

The following will apply in the event the Unit requests dues deduction.

- 5.1** Association membership dues and insurance premiums shall, consistent with the terms and provisions of this Article 5, be deducted from the wages of each employee who has voluntarily signed a form authorizing such deduction provided that the form has been delivered to the office of the Director of Administrative Services not later than the first day of the payroll period prior to the first payroll period in which the deduction for the employee is to be made. Deductions for an individual employee shall continue to be made until and including the payroll period during which the Director of Administrative Services has received from the employee a written statement signed by him revoking his deduction authorization.
- 5.2** The Association shall deliver to the office of the Director of Administrative Services a written notice, signed by the Association, of the amount of dues and the amount for each SRNA insurance premium to be deducted per payroll period for any or all of the following types of insurance: term life, accident and sickness, and supplemental life. The Director of Administrative Services shall transmit in one check total amount of dues deducted and in one further check the total amount of SRNA insurance premiums deducted and a list of the employees for whom the deductions were made, to the Association within thirty (30) calendar days after each payday on which deductions are made. The Association shall provide the District in writing with the name of one designated insurance entity to which insurance premium deductions shall be remitted, and an address for remittance. There will be only one such designated entity in effect at any time. The Association must provide such written designation at least 30 days prior to the commencement of a fiscal year, and such designation shall remain in effect (and the designated entity may not be changed) for the duration of the succeeding fiscal year.
- 5.3** The District agrees to provide two (2) spaces on the payroll stub for the deduction of dues and SRNA insurance premiums. One (1) space shall be used to denote the total amount of dues deducted and the other space shall be used to denote the total amount of SRNA insurance premiums deducted.
- 5.4** The Association shall hold the District harmless against any and all suits, claims, demands and liabilities arising out of an action of the District in connection with this Sections 5.1 through 5.4.

ARTICLE 6

SRNA RIGHTS AND BOARD PREROGATIVES

6.1 Professional Rights - SRNA members shall not suffer any professional disadvantage by reason of membership or non-membership in any local, county, state or national nurses' association or participation or failure to participate in such organizations' lawful activities.

6.2 Nurse's Mailboxes - The SRNA shall have the right to place notices and circulars concerning SRNA business in the nurse mailboxes. Said notices and circulars shall be given to the Building Principal prior to distribution.

6.3 Use of School Buildings - The SRNA will have the right to use school buildings at reasonable times for meetings of its SRNA members and their guests, which meetings will be structured and controlled by the SRNA, subject to the approval of the Superintendent. Application for approval will be in accordance with the established policies of the Board and will require the completion and submission of the forms in advance of the meetings to the Superintendent. SRNA meetings shall not be held during the regular school day.

6.4 Board Agenda - The Board shall provide the SRNA with an agenda of the Board meetings and also copies of any pertinent and public information at least one day prior to the meetings, and also with a copy of official minutes of Board Meetings as soon as possible after such meetings.

6.5 Board Prerogatives - The Board reserves and retains solely and exclusively all of its inherent rights to manage the District as such rights existed prior to the Execution Date of this Agreement, except to the extent that they are modified by express provisions of this Agreement or are contrary to law. The sole and exclusive rights of the Board include but are not limited to: its right to establish, continue, change, or abolish any or all of the Board's policies, practices, rules, regulations and procedures as they relate to the operation of its schools and programs; to determine the number, location, hours and types of its operations; to establish or discontinue programs or operations; except as expressly provided elsewhere in this Section 6.5, to determine to what extent the required work shall be performed by employees covered by this Agreement; to determine the number and duties of employees; to determine the necessity for filling a vacancy; to determine the methods, processes, equipment and materials to be used in the school operation; to judge the efficiency and competency of employees; to establish and maintain a job evaluation program; to establish and change work assignments; to select, hire, direct, transfer and promote employees; to layoff employees because of the lack of work or for budgetary reasons; to establish, change, and enforce rules for the conduct of employees; and to discipline and discharge employees, consistent with Sections 75 and 76 of the Civil Service Law, except as expressly provided elsewhere in this Section 6.5.

The District agrees that it shall not (except in order to engage temporary or substitute services) contract out for, or engage non-bargaining unit personnel to provide, regular

full-time school nurse services that are, as of the time of ratification of this agreement, currently provided during the regular school day in the District's high school building, middle school building, intermediate school building and elementary school building. However, the District is authorized to contract out for, or engage non-bargaining unit personnel to provide, other registered nurse services, including but not limited to part-time school nurse services, nursing services to be provided in connection with field trips, extra-curricular activities, or co-curricular activities, or in school buildings other than the buildings referenced in the preceding sentence. Additionally, this paragraph shall not preclude the District from subcontracting or assigning work to non-bargaining unit personnel, as authorized under law, in the event of emergency or exigent circumstances.

The reference in the first paragraph of this Section 6.5 to the District's authority to change work assignments shall not alleviate the District from its obligation to engage in impact bargaining, upon demand, as required by law.

Discipline and discharge shall be handled consistent with Sections 75 and 76 of the Civil Service Law, except that an appointed hearing officer shall be jointly selected by the parties instead of unilaterally selected by the board of education. The parties shall engage the services of the American Arbitration Association (AAA), only for the purpose of providing list(s) of prospective hearing officers, and administering a hearing officer selection process, in accordance with the rules of AAA. After the hearing officer is selected in accordance with such procedures, the provisions of Civil Service Law Sections 75 and 76 shall control and pertain to the remainder of the proceedings. If AAA ceases operations, then the parties shall engage the services of the Public Employment Relations Board (PERB) for such hearing officer selection services. The costs and fees of AAA (or PERB) and the hearing officer shall be divided equally between the district and the union, respectively. In all other respects, the parties shall be responsible for their own costs and expenses in connection with the disciplinary proceeding.

6.6 School Calendar - The SRNA shall follow the teacher's calendar. For purposes of per diem calculations, the number of days in the work year (10 months) shall be 200.

ARTICLE 7

GRIEVANCE PROCEDURE

7.1 Grievance Defined - A grievance is a claim by a nurse of the SRNA that there has been a violation or misinterpretation of a particular provision of this agreement. Grievance procedures shall not in any respect apply to any matters pertaining to discipline or discharge. A contractual grievance may not be submitted with respect to any decision of the District pertaining to discipline or discharge.

7.2 Right to Representation - Both parties shall have the right to be represented at any stage of the procedure by a person or persons of his/her own choice. A stenographic record or tape recording may be made upon request of either party to the grievance. The party that makes a stenographic record or tape recording of a grievance

proceeding shall, at its own expense, furnish a copy of such recording or record to the other party. The aggrieved party shall be present at all stages of the grievance procedure.

7.3 Grievances Registration and Decision-Rendering Procedure

(A) Stage One: Immediate Supervisor: Informal

The aggrieved employee may request an informal discussion to resolve potential grievances. A SRNA representative shall not necessarily be present. Resolutions at the informal stage shall not be precedent unless agreed upon by the parties.

(B) Stage Two: Immediate Supervisor: Formal

A written presentation of grievance(s) by the aggrieved employee of the SRNA and signed by a SRNA representative to his/her immediate supervisor for discussion and formal resolution.

Time Limit: A grievance must be filed within twenty (20) work days after the day of the occurrence giving rise to the allegation of a contract violation that is the subject of the grievance. Compliance with the foregoing limitations period shall be a condition precedent to submission of a grievance to arbitration.

Resolution Time Limit: Within five (5) workdays from date of registration. If a grievance is initially filed at step 2, the immediate supervisor shall have ten (10) workdays in which to respond to the grievance.

(C) Stage Three: Superintendent

Failure of satisfactory resolution in Stage Two permits the aggrieved employee or the SRNA to submit to the Superintendent within five (5) workdays of the answer at Stage 2. The Superintendent, or his or her designee, shall schedule a meeting with SRNA within ten (10) work days of the filing at Stage 3 and shall issue an answer within ten (10) work days of such meeting.

(D) Stage 4: Arbitration

The SRNA has a time limit of fifteen (15) work days after the day on which it received, or should have received, the Stage Three answer to appeal and submit the matter to arbitration and send a copy of such written appeal and submission to the Superintendent of Schools. The written appeal and submission to arbitration must be to the American Arbitration Association (AAA). Arbitration shall proceed in accordance with and be governed by the voluntary labor arbitration rules of the American Arbitration Association (AAA), to the extent that such rules do

not conflict with the terms and provisions of this contract. Each grievance must be appealed and submitted to arbitration in a separate proceeding, unless the parties mutually agree otherwise. The arbitrator shall decide only the issue submitted, and may grant relief to the grievant only upon finding a contract violation. The arbitrator shall strictly limit his or her decision to an interpretation of the relevant terms and provisions of this contract. The arbitrator shall be without authority to add to, subtract from or modify the terms of this contract. The arbitrator shall be without power to make any decision that is contrary to the terms and provisions of this contract or applicable law.

The fees and expenses of the arbitrator and AAA shall be shared equally by the parties. If either party desires to have a verbatim transcript made of the proceedings, then that party shall cause such a transcript to be made, at its own expense, and shall furnish a copy of the transcript to the arbitrator and the other party. If both parties desire such a transcript, then each party shall pay for its own copy and equally share the cost of the arbitrator's copy. All other costs and expenses occasioned by the arbitration proceedings shall be borne by the party that incurs such costs or expenses.

7.4 The provisions of this Article Seven (7) shall constitute the sole and exclusive means and procedure for seeking redress of an alleged violation of this agreement.

ARTICLE 8

SCHOOL NURSE EMPLOYMENT

8.1 Employment - The SRNA recognizes the Board's exclusive authority to select and employ new professional personnel. In keeping with the high standards of the community, the parties agree to make good faith effort to attract nurses who possess high qualifications and to retain such nurses in the Starpoint Central School District.

8.2 Standards - The employment of nursing personnel will be limited to individuals who satisfy the standards of Niagara County Civil Service.

8.3 Posting of Vacancies - Vacancies in positions to be included in the bargaining unit shall be posted. Nurses desiring to apply for such positions shall submit their request in writing to the Superintendent or the designated Supervisor within the proper time limit.

8.4 New Employees - A presently employed nurse shall be included in the interview process. All new school nurses will have a paid two-week orientation at the onset of their position with a currently or formerly employed nurse who will be compensated for such extra work as provided in Article 15.5.

ARTICLE 9

NURSING HOURS AND NURSING LOAD

9.1 School Nurse Workday

- (A) Hours for Professional Nurse - 7.5 hours/day which includes a paid thirty (30) minute lunch period scheduled Monday to Friday. Hours to be set by building principal provided the start time is between 7:30 am and 8:30 am.
- (B) Duty Free Lunch - All nurses shall be entitled to a duty-free lunch period of thirty (30) minutes. Offices will be covered by a Registered Nurse.

9.2 School Nurse Work Year - All nurses shall render services related to the educational program as directed by the school administration up to a maximum of one hundred eighty-seven (187) days between September 1st and June 30 per the school calendar. These days shall include three staff development days. If the Superintendent's Conference Day falls in August, attendance will be a mandatory and shall not be considered one of the 187 days. The nurses shall participate, if requested by the District, in the planning and development of the nursing portion of these conferences. Additional hours worked over any recess period are to be compensated for on an hourly basis.

9.3 Articulation - The Board recognizes that nurse articulation time is educationally useful and agrees that the District will meet and work with the SRNA, each school year, to schedule articulation time under the auspices of the Director of Special Education. There will be a minimum of 4 (four) meetings per school year, two each semester, and they will be scheduled as necessary, with no additional compensation made for this time. Meetings can be held during conference days or at the end of the normal work day, at the discretion of the Director of Special Education, after consultation with the SRNA.

9.4 Emergency Days

- (A) In the event of a natural emergency (i.e., snow, flood etc.) which causes the Starpoint Central School District to close, nurses will suffer no loss of pay or benefits.
- (B) Nurses shall not be required to work during any scheduled holiday or when school is closed for emergencies or inclement weather.
- (C) In the event that due to emergency closing days the number of student aidable days falls below the state minimum and said days are not forgiven by the State Commissioner of Education, then the nurses shall be required to meet the state minimum.

ARTICLE 10

EXCUSED LEAVES OF ABSENCE

10.1 Sick Leave - Each unit member shall be credited with twelve (12) days of personal illness leave per fiscal year. Such leave of absence is to be cumulative up to a maximum of two hundred (200) days. While nurses shall be entitled to the yearly allocation of twelve (12) days, unused days as of June 30th of any school year cannot accumulate where the total accumulation would exceed 200 days.

10.2 Personal Leave - Each nurse shall be allowed three (3) personal days each year for personal business which cannot be conducted outside the regular workday. These personal days shall be non-cumulative. However, unused personal days at the end of each year will be added to the sick leave accumulation not to exceed the two hundred (200) day limit for sick leave. Except in emergencies, the nurse shall notify his/her Immediate Supervisor twenty-four (24) hours in advance so that proper provision can be made to secure a qualified nurse.

10.3 Bereavement - A leave not to exceed five (5) work days per occurrence with pay shall be granted in case of death in the immediate family of an employee. Immediate family shall be defined as employee's spouse and the following relatives of the employee and his/her spouse: children, grandchildren, father, mother, brother, sister, grandmother, and grandfather. Such leave may be extended at the discretion of the Superintendent.

10.4 Family Illness - No more than five (5) days with pay per school year may be used for leave with pay for sickness in the immediate family. Days taken will be deducted from sick leave.

10.5 Jury Duty

(A) An employee who is summoned and is actually required to attend and serve as a juror will be paid for the day(s) absent. It is understood and agreed that the District is under no obligation to pay for any other cost associated with jury duty service including, but not limited to, mileage and/or parking fees.

(B) The employee shall be required to:

- (1) Notify his/her immediate supervisor as soon as possible, at least two (2) weeks before the day the employee is first required to report for jury service, and if not possible, as soon as possible after receiving the notice to report. Thereafter, employees shall keep the District apprised of their reporting obligations.
- (2) Return to his/her immediate supervisor a completed form certified by the court clerk.

(C) It is understood that employees will report back for work at any time when

they are free from the responsibilities of jury duty.

10.6 Court Action - If a nurse is subpoenaed to appear in court related to his/her duties with the District, he/she shall receive full pay plus mileage. This section shall not apply if the employee or the SRNA is an opposing party of the District.

10.7 Military Summons - Military leave shall be granted pursuant to applicable state and federal military laws.

10.8 Workers' Compensation - If a Member of the bargaining unit is injured in the course of his/her employment, he/she must fill out, as soon as possible, a report form at the Personnel Office. If the Member is injured and entitled to receive Workers' Compensation, the district will allow the employee to use his/her sick days. Any compensation insurance money due will be forwarded to the district. Upon receipt of monies, the district will credit sick time back to the employee based on a daily rate reimbursement formula as follows: $\text{Total \$ from Workers' Comp} \div \text{Employee Daily Rate} = \text{Sick Day Credit (rounded to nearest half day)}$.

10.9 Family Medical Leave Act - The provisions of the Family and Medical Leave Act (FMLA) shall apply to a member of this bargaining unit who meets the eligibility requirements of the statute. However, an alleged violation of the FMLA shall not, without the consent of the District, be subject to the grievance procedures contained in Article Seven (7) of this agreement.

ARTICLE 11

CHILD REARING AND ADOPTION LEAVES

11.1 Purpose - Subject to the conditions set forth in this Article, child rearing leave will be granted to any employee for the purpose of caring for the employee's newborn child during the period of the leave provided that the employee desires to resume active employment following the expiration of such leave period. This leave shall also apply for caring for a newborn child or a newly adopted child.

11.2 Advance Written Notice - Where the need for leave can reasonably be anticipated in advance, as in the case of pregnancy, pending adoption, and the like, the employee shall give the Superintendent written notice of the impending need for the leave and as close an approximation as possible of the date when the employee requests the leave to begin.

11.3 Application

(A) Child Rearing - Actual notification for the leave shall be submitted to the Superintendent at least thirty (30) calendar days in advance of the first day of leave whenever possible, and in no case later than the fifth (5th) actual day of absence, if immediate leave had to be taken without notice because of circumstances beyond the employee's control.

(B) **Adoption** - The employee will make every reasonable effort to provide at least thirty (30) days notice of intent. Leave shall commence with adoption.

11.4 **Term of Leave** - A leave of absence for child rearing may be granted without pay for up to two (2) years to an employee in this bargaining unit.

11.5 **Without Pay** - The unpaid leave is without pay or benefits of any kind. Nor shall any period of leave count for benefit or service accrual purposes.

11.6 **Notice of Intent to Extend Leave or Return to Duty**

(A) **Notice to Return** - Employees on leave shall confirm to the Superintendent, in writing, his/her intent to return on the required day. Such written confirmation shall be provided to the Superintendent between 60 and 90 calendar days prior to the expiration of the approved leave.

(B) **Notice to Extend** - The notice procedure outlined in 11.3 above shall apply to those employees who desire to extend their leave to the maximum period allowed in Section 11.4 above. Employees who have extended their leaves pursuant to this section shall be required to file a notice to return at the appropriate time. The District shall have discretion to grant or deny any requested extension.

11.7 **Failure to Return** - If the employee fails to resume active employment by the end of the granted leave period, the employee may be considered as having voluntarily resigned. However, if the employee's failure to file or return when scheduled was due to an emergency or medical reasons, the employee will be excused if the employee:

(A) notifies the District personnel office as soon as possible following the emergency or medical reasons, and

(B) provides any documentation which may be requested by the District. For the purpose of this section, an emergency is any circumstance beyond the control of the employee which prevents the employee from complying with the requirements of this Article.

11.8 **Early Return** - A nurse wishing to terminate a child rearing leave may do so in writing. The District shall have discretion to grant or deny a request to terminate leave prior to the last day for which the leave had been approved.

11.9 **Accumulation of Seniority or Service Credit**

(A) Neither probationary service credit nor seniority credit will be granted for any period of time spent on child rearing leave subject to federal and state laws.

- (B) When employees return from child rearing leave, they shall be re-credited with all time accumulated benefits which they had accumulated as of the day prior to the first day of their leave, subject to federal and state laws.
- (C) A nurse who returns from such leave will be placed on at least the same level or step of the salary schedule he/she was on when the leave commenced, except that a nurse having served at least five months of the school year in which the leave commenced shall be placed on the next higher level or step of the salary schedule.

11.10 Placement Upon Return From Leave – Although the employee will return to a position in the same job classification, there is no guarantee that the employee will return to the same assignment.

ARTICLE 12

PROTECTION OF NURSES

12.1 Reporting an Assault - Nurses shall immediately report all cases of assault suffered by them in connection with their employment to their immediate supervisor. A written report shall be submitted within twenty-four (24) hours, if possible, but in any event said report shall be filed as soon as possible.

12.2 The Report - This report shall be forwarded to the Chief Executive Officer and then to the Board; and it shall act in appropriate ways as liaison between the nurse, the police, and the courts.

12.3 Return to Duties - The Board shall have the right to have the nurse examined by a physician designated by the Board for the purpose of establishing the length of time during which the nurse may be unable to perform his/her duties, and the opinion of said physician as to the said period shall determine the handling of the details in connection with a nurse's absence.

ARTICLE 13

APPOINTMENT NOTICES

13.1 Appointment Notices - Appointment notices to nurses already employed are to be issued by June 30. Notice of appointment is to include statement of salary, and service area.

ARTICLE 14

PERSONNEL FOLDER

14.1 Access - Access to the personnel file shall be granted upon prior arrangement with the Superintendent, during the business hours when the office is normally open, and shall be in the presence of the District Administrator in charge of the file or a person designated by that Administrator for that purpose. The nurse shall not have access to confidential, employment materials or references and shall not remove anything from the file.

14.2 Copying Rights - Each nurse shall have the right to make a copy of the contents of his/her personnel folder under the supervision of the Superintendent or his/her designee. Additional copies can be made at the rate established for making copies of school records by the Board.

ARTICLE 15

PAYROLL INFORMATION

15.1 Payroll Method of Payment - Nurses will have the option of being paid one twenty-first or one twenty-sixth of their annual salary each two weeks during the school year beginning the second Friday of the school year; and at the end of the school year they will receive the balance of the salary due them. Nurses must notify the Business Office which option they choose by September 1st, and must remain with that option throughout the year. The default option of being paid one twenty-first of their annual salary will be implemented in the absence of a written designation. Take home salary payments will be as constant as practicable within the laws established by the federal and state governments.

ARTICLE 16

SALARY AND SALARY RELATED ITEMS

16.1 Base Salary - The salary anniversary date for all employees will be July 1, regardless of start date. Salary for a new employee hired after July 1, 2004 shall be determined by the District in its discretion, but it shall not be less than \$28,000. For those full-time employees hired prior to July 1, 2004, the base salary for 2003-04 was established at \$30,000. Increase in base salary for future years is as follows:

Effective July 1, 2004, the annual salary of each present employee (employed at the time of execution of the Agreement) who was employed by the District as a school nurse on June 30, 2004 shall be increased by 3.95%.

Effective July 1, 2005, the annual salary of each employee covered by this Agreement in effect on June 30, 2005 shall be increased by 3.75%.

Effective July 1, 2006, the annual salary of each employee covered by this Agreement in effect on June 30, 2006 shall be increased by 3.50%.

16.2 Overtime - A timecard is to be submitted for any hours worked beyond the normal work day, with the approval of the building principal. If a Nurse works over 40 hours per week, they shall be compensated at the rate of one and one-half times their scheduled hourly rate.

16.3 Working During Recesses - Additional hours worked during recesses shall be compensated for on an hourly basis with the prior approval of the building principal, which shall not be unreasonably withheld.

16.4 Recognition of College Degree - Nurses will be recognized for achievement for a college degree as an annual entitlement. The annual entitlement is not cumulative for each level achieved nor is it subject to percentage increases given to the base salary:

Bachelor's \$1000 OR Master's \$1200

16.5 Orientation of New School Nurse - The District will pay a \$150 mentoring stipend to current employees for the purpose of training a new school nurse for a period of 10 work days. The nurse selected to mentor the new employee is to be determined by mutual agreement between the District and the SRNA.

16.6 Annual Dues for WNYSNA - Nurses shall be reimbursed for the annual fee charged by the Western New York School Nurses' Association at the rate set by the WNYSNA, but such reimbursement shall be capped at fifty dollars (\$50) per employee per year.

16.7 Longevity - A salary adjustment will be made the year following the anniversary date for employees that have continuous employment in the district without a break in service (except for an approved leave of absence) as follows:

| | |
|----------|--------|
| 5 years | \$ 500 |
| 10 years | \$1000 |
| 15 years | \$1500 |
| 20 years | \$3000 |
| 25 years | \$4000 |

The annual entitlement is not cumulative for each level achieved nor is it subject to percentage increases given to the base salary.

16.8 Retirement Benefit Program

(A) New York State Employees Retirement System – The District will make available to each employee membership in the New York State Employees' Retirement System under provisions of the appropriate plan(s).

(B) Health Insurance Into Retirement

The District will establish a health insurance fund for employees who retire from the Starpoint Central School District and the NYS Employees Retirement System. The sum of money placed into the account shall be determined by the following:

- a. **Accumulative Leave** - Accumulative leave at the employee's daily rate to a maximum of 200 days will be converted to the health insurance fund.

Should the retiree die, the remaining dollars in the fund shall fund health benefits for the spouse/dependent, until depletion of the fund or death of the spouse/dependent.

ARTICLE 17

EDUCATIONAL DEVELOPMENT

17.1 Conferences, Workshops & Professional Meetings - Maintaining competence in the rapidly changing environment of medicine and nursing requires attendance of pertinent conferences, workshops and meetings annually. Upon prior approval by the Superintendent, or his or her designee, a nurse may be granted leave without the loss of pay to attend professional meetings, conferences and/or workshops and shall be reimbursed for all reasonable expenses in connection therewith in accordance with current district policy. The Health Offices are to be covered by RNs. Should any approved conference be held during non-regular work hours, i.e. evenings or weekends, etc., the nurse shall be compensated at their hourly rate. The District agrees to budget a minimum of \$1000 per year to fund this section. Approval or denial of any conference or in-service request shall be discretionary.

17.2 CEU's - Effective July 1, 2004, a monetary compensation of \$100 per Continuing Education Unit (credit or non-credit) shall be paid to any nurse that can prove completion of any medically/nursing related program or conference. Compensation for this stipend is limited to 5 CEU's per school year, per employee, and is not to be used in conjunction with Article 17.1, and is not to be added to the base salary. Proof must be submitted to the Superintendent's Office for approval of payment.

17.3 CPR/AED Recertification - This recertification is required for all nurses and shall be provided for by the District. CPR reimbursement will be made to the employee by the District if obtained off-campus. A copy of recertification must be submitted to the Superintendent's Office.

ARTICLE 18

HEALTH INSURANCE

18.1 Health Insurance - The District will provide to nurses a choice between two (2) plans, 1) NOVA PPO or 2) NOVA Traditional. Open enrollment periods shall be determined and implemented by the District, but offered no less than once per fiscal year.

- A) Funding - The foregoing plan(s) shall be funded by the District. Effective July 1, 2005, each unit member shall contribute annually toward the cost of their medical insurance at the rate of \$304 for a single plan or \$608 for a family plan.
- B) Flexible Spending Account - The District shall offer nurses a flexible benefits plan. The maximum amount of salary that an employee may set aside in a medical reimbursement flexible spending account shall be capped at two thousand dollars (\$2,000) per plan year. The aforementioned health insurance contribution can be paid for through the flexible spending account.

18.2 Ban on Duplicate Enrollments

(a) This Agreement prohibits any enrollments at the District's expense if an employee or the employee's spouse or dependents are covered by comparable coverage by any group health insurance plan which is partially or fully paid by another employer. If a husband and wife are both employed by this District, only one health plan for the family will be paid for by the District.

(b) "Comparable coverage" refers to (1) any HMO voluntarily chosen by the employee or dependents; (2) the plan referred to in Section 1, Article 18; (3) any group health insurance plan which is partially or fully paid by another employer which provides equal or better benefits as compared to the District's plan.

18.3 Waiver Amounts

Employees eligible for a health insurance plan which is fully funded by the District and not receiving health insurance for one full fiscal year, shall receive an annual gross amount of:

1. \$1,500 for waiver of the family plan.

-OR-

2. \$500 for waiver of the single plan.

In addition to the foregoing, the waiver form shall be amended to include the right to 1/12 of the applicable waiver sum for each full calendar month health insurance is waived. The waiver will be paid as follows: 1/2 in January and 1/2 in June.

18.4 Re-entry Opportunity - Every employee who is barred from enrollment in the District's group insurance plan is assured of the opportunity to enter or re-enter this plan if the disqualifying circumstances are removed and the employee gives the District written notice of same. The exact date of coverage will follow the date of said notice and will be determined by the administrator of the District's group plan.

ARTICLE 19

DENTAL AND VISION INSURANCE

19.1 Dental Insurance - Nurses will be provided dental insurance through the CSEA Employee Benefit Fund, Horizon Dental Plan, at no expense to the employee.

19.2 Vision Insurance - Nurses will be provided vision insurance through the Vision Service Plan, at no expense to the employee.

ARTICLE 20

GENERAL PROVISIONS

20.1 Modification of Agreement - This agreement may be altered, changed, added to deleted from, or modified during the term of this agreement only through the mutual consent of the parties in a written and signed amendment to this agreement.

20.2 Supremacy of Agreement - This agreement shall supersede any rules, regulation, or practices or policies of the District which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated and be considered part of the established policies of the District.

20.3 Duplication of Agreement - Six (6) copies of this agreement shall be duplicated by the District. It shall be distributed to all nurses presently employed as soon as possible after ratification by both parties and the additional copies provided to the SRNA.

20.4 Validity of Agreement - If any provision of this Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. If such a clause is found contrary to law, the parties will immediately commence negotiations for a substitute clause.

20.5 No-Strike Pledge – Pursuant to the requirements of Section 207 (3) (b) of the Public Employees Fair Employment Act, the SRNA affirms that it does not assert the right to strike against the district, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

20.6 Legislative Action - It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by an amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.


ARTICLE 21

AGREEMENT


21.1 Duration – This Agreement was entered into on the 7th day of January 2005 ~~2004~~ by and between the Board of Education of the Starpoint Central School District and the SRNA; whereby the District and the SRNA mutually agree to the provisions herein, effective July 1, 2004 through June 30, 2007.

Starpoint Central School District

Starpoint Registered Nurses Association



Dr. C. Douglas Whelan
Superintendent of Schools



Nancy Mangold, RN
President, SRNA

Date Signed: 1-7-05

Date Signed: 1-7-05

