Contract Database Metadata Elements

Title: **Saugerties Central School District and Saugerties Central Schools Nurses Association (1996)**

Employer Name: **Saugerties Central School District**

Union: **Saugerties Central Schools Nurses Association**

Local:

Effective Date: **07/01/96**

Expiration Date: **06/30/01**

PERB ID Number: **6126**

Unit Size:

Number of Pages: **12**

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AGREEMENT BY AND BETWEEN

THE BOARD OF EDUCATION OF THE

SAUGERTIES CENTRAL SCHOOL DISTRICT

SAUGERTIES, NEW YORK

AND

THE SAUGERTIES CENTRAL SCHOOLS NURSES ASSOCIATION

JULY 1ST, 1996 - JUNE 30TH, 2001
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ARTICLE 1

Recognition

The District recognizes this Association as the sole and exclusive collective bargaining agent with respect to wages, hours and other terms and conditions of employment for all employees covered by this Agreement. The term "employee" as used in this Agreement applies to all individuals occupying jobs in the bargaining unit which is comprised of School Nurses.

ARTICLE 2

Grievance Procedure

A grievance exists when an employee or a group of employees or the Association "Grievant" claims that there has been a violation, misapplication, or misinterpretation of an expressed provision of this Agreement.

The employee shall have the right to be represented at all stages by only the Association and a group of employees with a common grievance may file a single grievance through the Association.

If a grievance affects a group of employees or appears to be associated with system wide policies, or arises from action of the Board, it may be submitted by the Association directly to Step Two.

Procedure

A. Step One

A grievant who feels him/herself aggrieved shall reduce the nature of the grievance to writing on the form attached hereto as Appendix "A", and shall present such grievance through the employee's immediate supervisor. The written statement shall contain the general nature of the
grievance, the contract provision allegedly violated and the redress sought by the aggrieved party. Within five school days after the written grievance is submitted to the supervisor, a decision shall be rendered thereon.

A grievance shall be deemed waived unless it is submitted within 30 calendar days after the aggrieved party knew or should have known of the events or conditions upon which it is based.

B. Step Two

If the grievant feels that a satisfactory solution has not been reached, he or she may appeal to the Superintendent within five school days of the disposition of the grievance at Step One. This appeal shall contain the original written statement as to the general nature of the grievance, the contract provision allegedly violated, the redress sought by the aggrieved party and the decision rendered by the immediate supervisor. Within five school days after receipt of the appeal, the Superintendent or his or her designee at the Central Office level, will meet with the grievant and/or his or her representative, in an effort to resolve the grievance. Within five school days after such meeting, the Superintendent shall render a decision on the grievance in writing.

C. Step Three

If the grievant still feels that a satisfactory solution has not been reached, the grievant may appeal to the Board by submitting to the Superintendent a written request within ten school days of the disposition of the grievance at Step Two. The request for appeal shall contain the original written statement of grievance submitted at Step One, as well as copies of the decision rendered at Step One and Step Two. A hearing by the Board shall take place no later than the next regularly scheduled meeting which is not less than five school days after receipt of the appeal or at the Special Meeting of the Board called earlier for such purposes. Within ten school days after such hearing, the Board will render its decision in writing to the Superintendent, the immediate supervisor and the grievant.
D. Step Four

If the Association is not satisfied with the decision rendered at Step Three of the Grievance Procedure, it may submit the grievance to arbitration by providing written notice to the Superintendent within ten school days after the decision at Step Three. Within five school days after such written notice of submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator, or to obtain such a commitment, within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association. The parties shall be bound by the rules and procedures of the American Arbitration Association.

The arbitrator shall limit his/her decision strictly to the interpretation or application of the express provisions of this Agreement relating to the issues submitted to him or her. The arbitrator shall be without power or authority to make any decision:

(a) Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or applicable law or rules and regulations having the force and effect of law;

(b) Involving Board discretion or Board policy or limiting or interfering in any way with the powers, duties and responsibilities of the Board or Superintendent of Schools under this Agreement, applicable law or rules and regulations having the force and effect of law.

The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and they will abide by it.

The cost for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Association.
In the event a response to a grievance at Steps Two and Three of Section dealing with procedure is due at a time during a Summer recess, the response shall be due within 15 calendar days after receipt of the grievance.

ARTICLE 3

Leaves, Extended, Sick, Individual, Bereavement and Illness in Family

A. Extended Leave

Any employee whose personal illness extends beyond the period of accumulated sick leave will be granted an unpaid Leave of Absence for such time as is necessary for complete recovery for such illness up to a maximum of two years. Requests will be upon written application to the Superintendent of Schools and approval by the Board of Education. The notice request shall include a tentative termination of leave. A nurse shall return to the same position or similar position within 60 days notice to the District of intent to return.

B. Sick Leave

All members of this unit shall accumulate sick time leave at the rate of ten (10) days per year.

C. Individual Leave

Each employee is granted annually five days of leave with pay for emergency or personal reasons which may not be accomplished except during school hours. One day of such individual leave will be available to an employee, without giving a specific reason therefor, on the following conditions:

1. It may not be used immediately prior to or immediately after a school vacation or recess
2. It may not be used for recreational or entertainment purposes.
3. It will not be used for monetary compensation.
The remaining four days of personal leave are subject to the approval of the Superintendent or his/her designee.

**D. Bereavement Leave**

An employee, upon notification of the death of an employee’s spouse, child, son-in-law, daughter-in-law, parent, guardian, father-in-law, mother-in-law, brother, sister, grandfather, grandmother, grandchild or member of the immediate household, shall be granted his or her next three (3) scheduled working days off with pay, four (4) off with pay if the employee is required to travel beyond the radius of 500 miles. Days for death other than specified above may be deducted from the employee’s accumulated sick leave or can be requested under individual leave.

**E. Accumulative Provisions**

Individual employees may accumulate, on an annual basis, a maximum of ten (10) days of Sick Leave and five (5) days of Individual Leave for a total maximum annually of fifteen (15) days. Sick leave days may accumulate to a maximum of 220.

**F. Serious Illness in Family**

An employee who is absent from work due to a serious illness within the family may be paid from accumulated Sick Leave provided approval is granted by the Board of Education.

**ARTICLE 4**

**Jury Duty**

Employees shall have full pay while they are assigned jury duty, but shall be required to return all monies received for jury duty to the District. Employees who are on call shall be required to report to work and employees who are released prior to noon shall be required to report to work.
ARTICLE 5

Retirement Benefits

A. Upon retirement, the individual shall receive 100% paid up Health Insurance coverage on account of its retired employees and their dependents. The employee must be eligible for retirement under the New York State Employees Retirement System as well as the rules and regulations of the health insurance plan in effect.

B. Individual employees eligible to retire under the Rules and Regulations of the New York State Employees Retirement System shall receive the greater one of the following options:

1. A cash amount equal to $10 for each of the unused accumulated sick days.

2. If employed 15 school years or more, the $10/sick day allowance will be multiplied by a factor determined by subtracting 95.3% from the employee’s annual average percent of attendance. The result will then be multiplied by .6 to determine the final dollar value for each unused sick day.

3. If employed 20 school years or more, the $10/sick day allowance will be multiplied by a factor determined by subtracting 95.3% from the employee’s annual average percent of attendance. This will determine the final dollar values for each unused sick day.

With respect to Sections 2 and 3, an employee may exclude one year in determining the average annual percent of attendance.

C. The District agrees to maintain employees’ coverage under the New York State Employees Retirement System.
ARTICLE 6

Insurance Coverage

A. Health Insurance

The Employer agrees to provide full-time employees who are members of this unit health insurance using the program in effect. The District will assume the cost of full coverage thereunder except that those employees enrolled in individual coverage shall contribute $15.00 per month, effective July 1, 1997 and $17.50 per month, effective July 1, 1998, and those employees enrolled in family coverage shall contribute $30.00 per month, effective July 1, 1997 and $35.00 per month, effective July 1, 1998. For those unit members who elect to participate in a District-sponsored HMO individual or family health insurance plan, the District shall pay no more than the dollar amount that they would be required to pay for an employee enrolled in its main health insurance plan, less the employee contribution stated above. Additionally, the District shall implement a Section 125 Internal Revenue Code Premium Only Plan as soon as employee contributions commence.

B. Dental Insurance

The employer agrees to provide full-time employees who are members of this unit Dental Insurance coverage using the program currently in effect with Rider A and Rider C, which includes periodontic coverage.

ARTICLE 7

Health Examinations and Tine Tests

The Board of Education will bear the expense of required health examinations and tine tests for members of this unit.

1. Health Examinations will be required at the time of hiring and at other times in the interest of health and well being of the educational program. Each employee may have privilege of seeing his/her own private physician, if desired, at his/her own expense.
2. Tine tests will be administered to all new personnel whose report will be submitted within 60 days following notification of appointment. Tine tests will also be required for all negative reactors every two years. All positive reactors shall be referred to their private physician or to clinics for evaluation and management. All known positive reactors who have not taken or do not choose to take chemoprophylaxis for at least one year shall be x-rayed annually for at least five years and every two years thereafter.

ARTICLE 8

Hours of Work and Work Year

A. Hours of Work

Hours of work for employees covered by this unit shall reflect the school day of students in the particular building to which they are assigned. Every employee is expected to be in the building twenty minutes prior to the beginning of the pupil day and leave no earlier than fifteen minutes after the pupil day. It is recognized by both parties to this agreement that certain professional responsibilities occur after the normal pupil day, i.e., faculty meetings, etc. Attendance at and participation in meetings of this nature by School Nurses shall be required.

B. Work Year

Employees of this unit shall have a work year based on the school calendar for teachers.

ARTICLE 9

Salary Compensation

Employees of this bargaining unit shall not receive a salary increase for the 1996-97 school year. Each employee shall receive a salary increase of $1,000.00 for 1997-98; $1,000 for 1998-99, $1,000 for 1999-2000, and $1,000 for 2000-2001.
With respect to newly hired employees, there will be a six month probationary period. The starting salary for newly hired professional nurses will be $24,000 for the duration of this Agreement.

ARTICLE 10
Professional Growth

The Saugerties Central School District encourages the personal and professional development of its employees, particularly when such development has a direct relationship to the employee’s job responsibilities and benefits programs offered by the District. As such, the District will consider partial or whole compensation for the expenses incurred in accordance with the following procedures.

A. The employee will make written application to the Superintendent’s office at least two weeks in advance for prior approval providing information as to the course, the sponsoring institution, associated costs and pertinent dates and times. The Superintendent shall have the sole discretion to approve or disapprove such professional growth.

ARTICLE 11
Civil Service Law Section 204-a

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THE 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 12

Duration of Agreement

This Agreement shall be effective July 1, 1996 and shall continue in effect through June 30, 2001, unless otherwise specified.

In the event either party desires to modify, amend, or change this Agreement, or terminate, the party desiring such modification, amendment or change shall notify the other party in writing no later than (month) (day) (year). The parties shall then commence negotiations within ten days thereafter.

IN WITNESS WHEREOF, the Saugerties Central School District, by its Superintendent, Mrs. Karen Hong, and the Saugerties Central School Nurses Association, have on the date herein written executed this Agreement.

Karen M. Hong
SUPERINTENDENT OF SCHOOLS

The Saugerties Central School District, by its Board President, hereby ratifies the above Agreement and such ratification is verified by the signature appearing below.

[Signature]
BOARD PRESIDENT

[Signature]
THE SAUGERTIES CENTRAL SCHOOLS NURSES ASSOCIATION

[Signature] Eileen Conlon, R.N., President
BY: [Signature]
[Signature] Mary Ann Aubert
[Signature] Diane Lepak, R.N.
[Signature] Emily Aufmuth
[Signature] Marcia Leon

DATED: THIS 2nd day of March, 1998

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