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

Title: **Farmingdale Union Free School District and Association of Registered Professional Nurses (2000) (MOA)**

Employer Name: **Farmingdale Union Free School District**

Union: **Association of Registered Professional Nurses**

Local:

Effective Date: **07/01/00**

Expiration Date: **06/30/05**

PERB ID Number: **8784**

Unit Size: **15**

Number of Pages: **22**

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RN  
8784

**CONTRACT**

JULY 1, 2000 THROUGH JUNE 30, 2005

BETWEEN THE

BOARD OF EDUCATION

OF THE

FARMINGDALE UNION FREE SCHOOL DISTRICT

AND

THE ASSOCIATION OF PROFESSIONAL NURSES

CONTRACT

Contract between the BOARD OF EDUCATION OF THE FARMINGDALE UNION FREE SCHOOL DISTRICT AND THE ASSOCIATION OF REGISTERED PROFESSIONAL NURSES.

This Contract has been ratified by the Board of Education and the membership of the Association of Registered Professional Nurses.

I. Term of Agreement: - **July 1, 2000 through June 30, 2005**

II. Recognition:

The Board recognizes the Association as the exclusive bargaining agent for all Registered Nurses employed in the Farmingdale Union Free School District for the purpose of negotiating wages, hours and other conditions of employment for its members. No change in working conditions of any member of the Association shall be made without prior consent of the Association. A registered nurse shall be an individual who is licensed as such by the New York State Department of Education.

III. Provisions of Agreement:

A. Length of Work Year:

Registered Nurses shall work 183 days in the school year, consistent with the calendar adopted by the Board of Education. This provision will take effect with the commencement of the 1997-98 school year and will continue thereafter.

When members of the bargaining unit are asked by the Assistant Superintendent for Administration or the School Physician to provide additional services during the summer months for such items such as summer immunizations, the wages paid shall be based upon the regular daily rate of pay determined by dividing the annual salary by 200.

B. Length of Work Day:

The work day for members of this Association shall be 6.5 hours. This shall include a 40-minute unencumbered lunch period.

C. Extension of Work Day:

Any extension of the work day required in excess of 6.5 hours per day shall be subject to the consent of the nurse involved and the approval of the Superintendent or his or her designee. Nurses who work beyond the 6.5 hour work day shall be

compensated at the overtime hourly rate computed as follows: 1/200th of the annual wage divided by 6.5 multiplied by 1.5.

D. Extension of Work Year:

Nurses involved in assignments beyond the work year as defined in Article III, Section A shall be compensated at their regular hourly rate which shall be 1/200th of the annual salary divided by 6.5 for the hours actually worked. Such assignments are subject to the consent of the nurse or nurses involved.

E. Assignments:

Nurses, other than newly appointed and substitute nurses, shall be notified in writing of their assignments for the coming year, under normal circumstances, no later than July 1.

F. Transfers and Reassignments:

1. In transferring employees, preference and primary, but not exclusive, consideration shall be given to seniority. Seniority shall be based upon the effective date of provisional or probationary appointment in the District.

2. Vacancies in nursing positions will be posted. In filling such positions preference and primary, but not exclusive, consideration shall be given to appointed staff members.

3. Notice of vacant positions occurring after the end of the school year shall be sent to all nurses as the vacancy occurs.

4. An involuntary transfer shall be made only after meeting with the nurses involved, the Association or its representative and an Assistant Superintendent, at which time the nurses will be notified of the reason for the transfer.

5. Nurses who are involuntarily transferred shall be notified in writing as soon as practicable and, under normal circumstances, prior to the end of the school year.

G. Nurses' Files

1. Upon request the nurse shall be permitted to examine his or her file.

2. No material shall be filed in the file unless the nurse has an opportunity to read the material.

3. The nurses shall have the right to answer any material filed, and his/her answer shall be attached to the file copy.

H. Benefits:

1. Part Time:

Part time appointed employees shall be eligible for Health and Dental Insurance benefits only if the appointment is at least half time. Eligibility for other benefits prescribed herein such as Sick Leave, Personal Days, approved absences, and Extended Sick Leave shall be prorated.

2. Sick Leave:

Registered nurses shall receive ten (10) days per year. These days can be accumulated. A doctor's note explaining the illness must be submitted upon return after a member of this unit has been absent for five or more consecutive days.

3. Personal Days:

Registered nurses shall receive three (3) personal days per year. These days can be accumulated from year to year as sick time.

4. Approved Absences:

Non-Deductible from Cumulative Allowance and Without Loss of Salary:

a. Death in Immediate Family or of "Substitute Parent"

Five (5) working days of absence will be approved for each death in the immediate family or of "substitute parent." An additional five (5) days which shall be deductible from sick leave may be used in each such case.

b. Death of Relatives

A maximum of three (3) working days of absence will be approved for each death of a relative. Under this subdivision a relative is defined as grandparent, mother-in-law or father-in-law of nurse.

c. Court and/or Governmental Agency Appearance

If the nurse is required to appear before a court or government agency at the request of and on behalf of the school district, the days necessary

shall be approved absences, and shall not be chargeable to the nurse.

d. Jury Duty

Notice of jury duty must be submitted to the Building Principal within two working days of notice. The nurse will receive regular wages while on jury duty and shall reimburse the district in an amount equal to the jury fee received.

e. Professional Meetings and Visitation Within or Outside District

The appropriate form requesting approval must be submitted to the Building Principal. Approval to attend such meetings shall be at the discretion of the Superintendent or designee, and shall be in accordance with the procedures used for teachers. A written report of the meeting may be required by the Superintendent within ten (10) days of the employee's return to work.

f. Maternity/Paternity Leave

Nurses will be granted leaves of absence without pay, for purposes of maternity/paternity, not in excess of two years, and shall be reinstated in the same or comparable position upon return with no loss of seniority. One month's notice must be given to the district for request of leave. While on such a leave, seniority is not accrued.

g. Leave for Personal Health, Education and Family Hardship

After three (3) years of employment, members of the Professional Registered Nurse's Association are eligible to take leaves without pay, not in excess of one (1) year in length, for restoration of health or the alleviation of hardship involving themselves or their immediate family. Reinstatement shall be made to the same or comparable position, upon return.

5. Extended Sick Leave:

After three (3) years of continuous employment in the district, a member of the Association, for verified medical reason, may request an extended sick leave with pay predicated upon the conditions outlined below. Reinstatement shall be made to the same or comparable position, upon return. If an employee's illness is to be of an extended duration, he/she shall be authorized extended sick leave provided, such leave has been approved by a physician appointed by the District after the appropriate examination. Should the District determine to conduct a physical examination by a District physician pursuant to this paragraph, said physical examination and the report thereof

shall be completed within 30 days of the determination. Should the physical examination and report not be completed as indicated herein, the employee shall not lose salary from the expiration of said 30 days until said examination and report are complete. Employees whose cumulative sick bank allowance is exhausted by reason of personal illness shall go on extended leave allowance at the expiration of cumulative leave, as follows:

**SALARY ENTITLEMENT**

**More than 3 but less than 10 years of service in the Farmingdale Union Free School District:**

1st quarter	Full payment
2nd quarter	3/4 payment
3rd quarter	1/2 payment
4th quarter	1/4 payment
5th quarter	1/4 payment

**10 to 14 years of service in the Farmingdale Union Free School District:**

1st quarter	Full payment
2nd quarter	Full payment
3rd quarter	3/4 payment
4th quarter	1/2 payment
5th quarter	1/2 payment

**15 to 19 years of service in the Farmingdale Union Free School District:**

1st quarter	Full payment
2nd quarter	Full payment
3rd quarter	Full payment
4th quarter	3/4 payment
5th quarter	3/4 payment

**20 years and over of service in the Farmingdale Union Free School District:**

1st quarter	Full payment
2nd quarter	Full payment
3rd quarter	Full payment
4th quarter	Full payment
5th quarter	3/4 payment

- a. An extended illness is defined as an illness of at least thirty (30) consecutive calendar days.
- b. Employees on extended sick leave shall not earn sick leave entitlement except that upon return from extended sick leave as provided for herein. An

employee shall be credited with a minimum of three (3) sick days or one sick day for each remaining full month of the school year, whichever is greater. These sick days shall be non-cumulative.

- c. An extended illness must be verified in a written statement by the employee's attending physician. Periodic verification of continuance of illness may be requested by the Superintendent from the employee's attending physician.
- d. Payment under these provisions will be less any amount received by the employee from Workers' Compensation, Social Security for the employee only, or any insurance provided by and paid for in full by the Board.
- e. An individual who has been on extended sick leave who suffers a relapse or a Recurrence of the same illness, or a new illness which requires use of extended leave, will resume extended leave allowance at the point and rate reached when he or she shall be entitled to more than a total of five (5) quarters of extended leave allowance. A quarter is hereby defined as 45 working days.
- f. The registered nurses shall be included in the CSEA extended sick leave bank. If the extended sick leave bank is exhausted during the school year, the District will supply whatever additional time is necessary for extended sick leave for the remainder of the school year.

Any days remaining in the extended sick leave bank on June 30 of any year shall be carried over to the next year, and the number of days necessary to bring the total to a number equal to the number of employees in the bargaining unit for that year shall be removed on July 1 from the accumulated allowance of each member of the bargaining unit. If the number of days to be deducted from an individual employee's allocation is less than one-half day on any July 1, the reduction shall not be made until such time in the year when one-half or one full day can be charged to each member of the bargaining unit to bring the total up to the number required.

## 6. Insurances:

### a. Health Insurance

To be eligible for the Health Insurance benefits described in this section, an employee must be appointed by a formal action taken by the Board of Education to a position, which is defined as no less than half time.

The Board agrees to remain a participating employer in all the options of the State Employee's Health Insurance Plan or other alternative as agreed to by the parties for the employee and his/her immediate family both while he/she is working and after retirement. The Board shall pay 80% of the Statewide Plan



for individual coverage and 80% of the Statewide Plan for dependent coverage.

Any increase in the cost of health insurance in any of the options of the State Employees' Health Insurance Plan, which occurs after the expiration of this agreement shall be borne solely by the employees unless otherwise agreed. It is expressly understood that increase in cost shall refer to the increase on a per capita basis.

When an individual or dependent reaches age 65, he/she MUST enroll in Medicare Part A if still actively employed, and Medicare Parts A and B if retired. Application should be made to Social Security for enrollment three months before attaining age 65.

Reimbursement as mandated by Law will be made for each individual covered by Medicare once a year during the month of December.

To be eligible for fully paid Health Insurance upon retirement, an employee must have been hired, effective prior to December 8, 1996, and must have served at least ten (10) consecutive years with the District immediately preceding actual retirement from the New York State Employees' Retirement System.

All employees hired effective on or after December 8, 1996, after at least fifteen (15) years of consecutive service with the District immediately preceding actual retirement from the New York State Employees' Retirement System will be entitled to Health Insurance paid for 80% by the District for individual or family coverage.

b. Dental Insurance

The Board agrees to continue to be a participating employer in the CSEA Employee Benefit Fund, Dental Option. Commencing on July 1, 1997, the option will be the Dutchess Plan. It is specifically agreed that the Board's obligation as a participating employer from July 1, 1995 through June 30, 1996 shall be limited to the lesser of the actual cost of the CSEA Dental Option premium or the amounts shown below:

<u>1995-96</u>	<u>1996-97</u>
\$491	\$505

Effective July 1, 1997, the Board's obligation for the period, July 1, 1997 through June 30, 1999 shall be limited to the lesser of the actual CSEA Dutchess Plan premium or the amount shown below:

<u>1997-98</u>	<u>1998-99</u>
\$520	\$536

Any increase in the cost of dental insurance, which becomes effective after the expiration of this agreement shall be borne solely by the employees, unless otherwise agreed.

It is expressly understood that increase in cost shall refer to the increase on a per capita basis.

For part-time appointed employees, see Article III, Section (H) (1).

c. Optical Insurance

The Board agrees to be a participating employer in the CSEA Employees Benefit fund, optical benefit. It is specifically agreed that the Board's obligation as a participating employer effective July 1, 1995 through June 30, 1999, shall be limited to the maximum payment as stipulated below.

<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>	<u>1998-99</u>
\$122.00	\$128.28	\$134.04	\$144.18

Any increase in the cost of optical benefits, which becomes effective after the expiration of this agreement shall be borne solely by the employees, unless otherwise agreed.

It is expressly understood that increase in cost shall refer to the increase on a per capita basis.

d. Life Insurance

Members of this Association shall receive life insurance of **\$10,000.00** paid for by the Board of Education with the option for the employee to purchase additional coverage to the extent permitted pursuant to the provisions of the group life insurance policy.

7. Flex Benefits

Effective March 1, 1993 and thereafter, the Farmingdale Union Free School District agrees to implement a Flex Benefits Plan, hereinafter referred to as "Plan," in accordance with Section 125 of the Internal Revenue Service Code and Regulations. All members of the bargaining unit who make application are eligible to participate in the Plan. Participants in the Plan may pay for health and health-related expenses, to the extent this plan is currently offered by the District to other bargaining units, by way of "pre-tax payroll deductions. These expenses may include health insurance premiums, medical bills, dental bills, certain dependent care costs, and other expenses as defined and approved by Internal Revenue Service guidelines and regulations. Any savings realized by the District, including but not limited to reduced FICA payments, shall remain District property.

8. Damage to Property:

The Board of Education will reimburse any member of the non-instructional staff for damage to personal property when such damage occurs on premises of the school district subject to the following conditions:

\*It is understood that this clause must be adjudicated to determine its legality.

- a. Reimbursement will be limited to the amount by which the damage exceeds insurance coverage maintained by the employee when the damaged property is covered by an insurance company and in no event shall said reimbursement exceed \$200.00 per loss. The provisions of this Article shall not apply in connection with damage to automobiles or other vehicles.
- b. Any damage for which a claim will be filed against the Board of Education must be reported to the building principal of the building on the premises wherein the damage was sustained, within 24 hours of the occurrence, exclusive of Saturdays, Sundays, and holidays.
- c. Proof of damage and determination of the amount of damage will be in accordance with standard insurance practices for settlement of such claim notwithstanding that no insurance may be in effect on the damaged property. Such payment shall be consistent with the laws of the State of New York.
- d. It is understood by the Board of Education and the employee involved that this action is intended only to cover damage inflicted by a third party and damage resulting from the negligence of the employee is excluded.

- e. In the event of some damage occurring, the employee may be required to notify the police department if so requested by the building principal.

9. Retirement:

- a. An employee who has filed for retirement under the provisions of the New York State Employees' Retirement System or the Social Security Act shall be entitled to receive the sum of \$1,500 at the time of retirement provided he/she has served in pay status in the District for ten (10) or more consecutive years, \$1,800 provided he/she has served in pay status in the District for fifteen (15) or more consecutive years and \$2,300 provided he/she served in pay status in the District for twenty (20) or more consecutive years and provided a written notice of retirement is submitted to the Superintendent thirty (30) days prior to the effective date of the retirement. However, a person reinstated to his/her position in accordance with Civil Service regulations, shall be credited with service rendered to the District prior to reinstatement.

- b. Death Gamble Clause included in retirement benefit as follows:

Should an employee who has given ten (10) years of service to the District and is eligible for retirement but does not wish to retire, and he/she dies while employed, the retirement will then be paid to his or her spouse or the employee's estate.

- c. An employee who retires pursuant to the provisions of the New York State Employees Retirement System shall, upon retirement, receive payment for unused accumulated sick leave on the basis of the following formula:

<u>Year 1,2</u>	<u>Year 3,4,5</u>
1. First 20 days - \$15 per day	1. First 20 days - \$15 per day
2. Days 21-45 - \$20 per day	2. Days 21-45 - \$20 per day
3. Days 46 + - \$25 per day	3. Days 46 + - \$30 per day

- d. The Board agrees to contribute to the New York State Employee's Retirement System pursuant to plan 75(I) for Tier I and II; Article XIV and XV for all other employees.

9. Uniform Allowance

**Nurses shall have a uniform allowance of \$200.00 per nurse per year. Nurses are required to wear their uniforms while at work. Such uniforms must be in a configuration, color, and style, which is approved by the Lead Nurse. Reimbursements for purchases of uniforms in compliance with the aforementioned allowance will be made to nurses but only upon presentation of receipts (proof of purchase) and a voucher (request for payment) in a form acceptable to the Assistant Superintendent for Business.**

1. Salary Schedule:

Step	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>	<u>1998-99</u>
	<b>BASE</b>	1.0325	1.04	1.04	1.04
1	27,635	28,533	29,674	30,861	32,096
2	28,488	29,414	30,590	31,814	33,087
3	29,340	30,294	31,505	32,766	34,076
4	30,193	31,174	32,421	33,718	35,067
5	31,045	32,054	33,336	34,670	36,056
6	31,899	32,936	34,253	35,623	37,048
7	32,751	33,815	35,168	36,575	38,038
8	33,603	34,695	36,083	37,526	39,027
9	34,455	35,575	36,998	38,478	40,017
10	35,309	36,457	37,915	39,431	41,009

2. Longevity Schedule:

	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>	<u>1998-99</u>
	<b>BASE</b>	0.0325	0.04	0.04	0.04
Year 15	800	826	859	893	929
Year 20	850	878	913	949	987
Year 25	900	929	966	1,005	1,045

3. Educational Advancement

Members of the Association may apply for prior approval for in service credit, continuing education, or college credit. Approval will be based on the appropriateness of the course as related to the job assignment.

- a. Tuition Reimbursement for college credits shall be in accordance with the following schedule:
1. 100% - Grade A
  2. 80% - Grade B
  3. 60% - Grade C

On courses designed "Pass" or "Fail" a "Pass", shall be the equivalent of a "B".

#### 4. Professional Development

##### a. **Approval**

Members of the Bargaining Unit may request approval to attend work related professional conferences and/or workshops. All requests must receive prior approval from the Assistant Superintendent for Administration or her or his designee.

##### b. **Reimbursement**

Reimbursement for expenses incurred in connection with attendance at conferences or workshops shall be paid according to the District's schedule for expense reimbursement then in effect, and subject to the budget as approved for the respective year. The maximum amount to be claimed will be specified in the approval Request and will be approved, modified or rejected as an integral part of the Conference Approval process.

##### c. **Budget Line**

A discrete budget line will be established for the specific purpose of funding reimbursement to the Registered Nurses who are members of this bargaining unit for approved expenses incurred in connection with their attendance at professional conferences. The budget line shall be entitled: CONF/TVL NURSES and will be coded within the budget as: 2070-406-50-43-06 or comparably should that code not be available.

Decisions regarding the annual appropriation to this budget line shall remain with the Board of Education as part of its annual budget process and shall be subject to the approval of the public through the annual budget vote. Particulars of the reimbursement format, including but not limited to the amounts, claim procedures, documentation, etc. shall be subject to the district procedures then in use and shall not be subject to any provision within this contract.

##### d. **Continuing Education Units (CEUs)**

The District will pay **\$500.00** to the R.N. for each block of five (5) CEUs successfully completed while employed as an R.N. by the Farmingdale School District. All CEUs must be among those accepted by the nursing profession consistent with the requirements of the New York State Education Department. Payments for CEUs are made once for each block of five (5) CEUs, are not recurring and do not become a part of the annual salary. The provisions of this paragraph are not subject to the reimbursement budgetary limitation referenced in paragraph "c" above.

## 5. Auxiliary Schedules

### a. Professional In-service

1994-95	Base	\$13.85
1995-96	0.0325	\$14.30
1996-97	0.0400	\$14.87
1997-98	0.0400	\$15.47
1998-99	0.0400	\$16.09

- b. Substitute Registered Nurses will be paid at the rate of 1/400th (one four hundredth) of the Step 1 annual salary then in effect. This is equivalent to one-half of the daily rate for appointed staff at Step 1.
- c. Part-time appointed employees shall be eligible for Health and Dental Insurance benefits only if the appointment is at least half time. Eligibility for other benefits prescribed herein such as Sick Leave, Personal Days, approved absences, and Extended Sick Leave shall be prorated.

## 6. Lead Nurse

A lead nurse, if appointed by the District, shall be paid a stipend of **\$2,500**.

## 7. Grievance Procedures

1. **Resolution of Board of Education:** The Board of Education of the Farmingdale Union Free School District, Farmingdale, N.Y., in compliance with Article 16 of the General Municipal Law, Chapter 554 of the Laws of 1962, regarding the establishment of grievance procedures for public employees, adopts the following procedures for the settlement of grievances of the members of this bargaining unit, hereinafter referred to as "the employees."
2. **Declaration of Policy:** In order to maintain a harmonious and cooperative relationship between the employees, administrators and members of the Board of Education, it is hereby declared to be the purpose of these procedures to provide for the orderly settlement of certain differences promptly and fairly as they arise, and to assure equitable and proper treatment of the employees pursuant to established policies, rules and regulations of the district. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.
3. **Basic Principles:**
  - a. It is the intent of these procedures to provide for the settlement of differences at the earliest possible stage in a fair and equitable manner. The resolution of a grievance at the earliest stage is encouraged.

- b. Every employee shall have the right to present grievances in accordance with these procedures free from coercion, interference, restraint, discrimination or reprisal - either directly or indirectly.
- c. Every employee shall have the right to be represented at any stage of the procedures by no more than one person of his or her choice. The administration shall also be entitled to an equal number of persons.
- d. Each administrator shall have the responsibility to consider each grievance presented to him or her and make a written determination within the authority delegated to him or her and within the time specified in these procedures.
- e. Each party to a grievance shall have access to all written statements and records pertaining to such case.
- f. All hearings shall be confidential.
- g. It shall be the responsibility of the chief administrator of the district to take such steps as may be necessary to give force and effect to these procedures.
- h. Modification of this procedure shall be instituted in the same manners in the original development of this grievance procedure.
- i. The function of these procedures is to assure equitable and proper treatment under the policies and rules of the district.
- j. A grievance shall be deemed waived unless presented within thirty days from the time that the facts constituting such grievance are known or reasonably should have been known.

4. Definitions:

Administrator shall mean any employee responsible for, or exercising any degree of, supervision or authority over a member of this bargaining unit.

Chief Administrator shall mean the Superintendent of the district.

Day, as used in these procedures, shall be a day in which the employee would perform his or her assigned duties.

Grievance shall mean any claimed violation, misinterpretation or inequitable application of any existing laws, policies, rules or regulations of the school district, which relate to or involve the employee in the duties assigned to him or her.

Representative shall mean the person or persons designated by the aggrieved as his counsel or to act on his behalf.

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5. Procedures

a. Stage 1: Initial Stage

The aggrieved employee shall present the grievance in writing to his or her immediate supervisor within 30 days pursuant to Article II, Section 3J. The immediate supervisor shall hear the grievance with the aggrieved employee or with the employee and his or her representative(s) if any. This hearing shall be held within three (3) days of the filing of the grievance.

If no mutually agreeable time for a meeting can be arranged within three school days after receipt of the written grievance, then arrangements shall be made to relieve the employee of duties in order to conduct the Stage 1 hearing.

The immediate supervisor shall render his or her determination in writing to the aggrieved employee and to the Superintendent of Schools within three school days after the grievance has been heard.

If such grievance is not satisfactorily resolved at Stage 1, the aggrieved employee may proceed to Stage 2.

b. Stage 2: Intermediate Stage

If the aggrieved employee is not satisfied with the resolution of the grievance at Stage 1, the employee must submit his or her written request for a Stage 2 hearing to the building principal and to the Superintendent of Schools within five (5) school days of his or her receipt of the written decision at Stage 1.

The Superintendent or his designee shall arrange for a Stage 2 hearing to be conducted within 5 school days of receipt of the written request for the Stage 2 hearing.

If the building principal had served as the hearing officer at the Stage 1 level, this proceeding shall automatically advance to Stage 3 and will be heard as specified under Section 5C of this article.

In all other cases, the Stage 2 grievance will be heard by the building principal or by a Director as designated by the Superintendent of Schools.

A written decision shall be provided to the aggrieved employee within ten (10) school days of the completion of the hearing.

c. Stage 3: Chief Administrator Stage:

1. Within ten school days after a written determination has been made at Stage 2,

the aggrieved employee may submit a written request to the Superintendent of Schools for a Stage 3 hearing. The Superintendent may designate the Assistant Superintendent to act in his behalf. The Assistant Superintendent shall have full authority to render a determination. All references to the Superintendent in this section may be construed to mean "or his designee."

2. Upon receipt of the aggrieved employee's request for a Stage 3 hearing, the Superintendent shall schedule a Stage 3 hearing. The Stage 3 hearing shall be scheduled not sooner than 10 nor later than 15 school days from the date of the written request for the hearing, and the parties shall have 5 school days in which to provide the Superintendent with written statements, documents, etc. as the parties choose. The Superintendent will have at least 5 school days in which to review all written materials submitted.

3. The Superintendent will render his written decision on the Stage 3 grievance within 10 school days of the hearing. Where transcripts are taken and where the parties agree, the written response of the Superintendent will be delivered as agreed. A copy of the Superintendent's written decision will be provided to the aggrieved employee in the time frame specified above.

4. If the grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to Stage 4.

d. Stage 4: Board Stage

If an aggrieved employee is not satisfied with the written decision on his or her Stage 3 grievance, he or she must file a written request for a Stage 4 grievance to the Board of Education through the Office of the District Clerk within 5 school days of his or her receipt of the written determination of the Stage 3 hearing.

All written statements and records of the case shall be submitted to the President of the Board of Education by the Superintendent. The Board may hold a hearing to obtain further information regarding the case. Should the Board choose to hold a hearing, it will be held within 30 school days of its receipt of the grievant's written request. A decision to conduct a hearing rests exclusively with the Board of Education.

The Board of Education will render its written decision within 60 school days of its receipt of the written request for a Stage 4 hearing, unless both parties agree in writing to an alternate time line.

- e. All rules and regulations pertaining to personnel shall be written and a copy shall be made readily available to all persons in the library of each school building.
- f. Where disagreement occurs with respect to this grievance procedure, both parties agree to exert every effort to achieve agreement, and to that end they will use all available resources including:

(1) legal services and (2) advisory opinions.

6. Distribution of Procedures:

A copy of these procedures and any amendments thereto, shall be distributed to all employees and shall be filed with the State Civil Service Commission within fifteen days after their adoption. The procedure shall also be open to public inspection with the Clerk of the District.

The provisions of this contract shall be effective as of July 1, 2000 and shall remain in full force and effect until June 30, 2005.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this

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

Board of Education  
Farmingdale Union Free School District  
Towns of Oyster Bay and Babylon Counties  
Farmingdale, New York

Association of Professional Registered Nurses  
Farmingdale Union Free School District  
Farmingdale, New York

\_\_\_\_\_

\_\_\_\_\_  
Authorized Board Representative

\_\_\_\_\_  
Association Representatives

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**MEMORANDUM OF AGREEMENT**

Except as modified here, the contract between the Board of Education, Farmingdale Union Free School District and the Association of Registered Professional Nurses, Farmingdale, expiring June 30, 1999, shall remain in full force and effect.

This memorandum shall be subject to ratification by the Board of Education and the membership of the unit. The parties' respective negotiating teams agree to recommend such ratification to their principals.

1. Term of Agreement - July 1, 1999 through June 30, 2000.

2. III - I. Compensation:

1. Salary Schedule - The 1998-99 salary schedule shall be increased by 4%.

III - I. Compensation:

2. Longevity Schedule - The 1998-99 longevity increment shall be increased by 4% for the 1999-2000 school year.

III - I. Compensation:

5. Auxiliary Schedules

a. Professional Inservice - The 1998-99 professional inservice salary shall be approved by 4% for the 1999-2000 school year.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 1998.

Board of Education  
Farmingdale Union Free School District

Association of Registered Professional Nurses  
Farmingdale Union Free School District

By: \_\_\_\_\_  
Gerard W. Dempsey, Jr.  
Superintendent of Schools

\_\_\_\_\_  
Association Representatives

## MEMORANDUM OF AGREEMENT

Except to the extent same is modified herein, the Collective Bargaining Agreement between the BOARD OF EDUCATION OF THE FARMINGDALE UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "District"), and THE ASSOCIATION OF REGISTERED PROFESSIONAL NURSES (hereinafter referred to as the "Association") expiring on June 30, 1999, shall remain in full force and effect.

This memorandum shall be subject to ratification by the Board of Education and the membership of the unit. The parties' respective negotiating teams agree to recommend such ratification to their principals.

1. **Term:** July 1, 2000 through June 30, 2005.

2. **Salary Increases:**

- 3.5% year 1
- 3.75% year 2
- 3.75% year 3
- 3.75% year 4
- 4.0% year 5

**Additional Salary Schedule Steps:**

Effective July 1, 2001 – add a step 11

Effective July 1, 2002 – add a step 12

Effective July 1, 2003 – add a step 13

The additional steps shall have the same increment as the existing steps.

Employees who have achieved and/or surpassed the number of years of service necessary to be placed on any of the new salary steps as of the effective dates of same shall not be placed immediately on the new step corresponding with their number of years of service. Such employees shall only be permitted to progress one new step per year beginning in the second year of the contract (for example, an employee with 13 years of service shall be placed on step 11 on the second year of the contract; step 12 on the third year of the contract; and step 13 in the fourth year of the contract).

3. **Article III (A) – Length of Work Year:** Add one (1) additional day at the beginning of the school year and two (2) additional days at the end of the school year without compensation (the additional days will be included in the regular work year for which nurses receive their current annual salary).
4. **Subparagraph H (4) (d) – Continuing Education Unites (CEUs):** Increase the payment for each block of five (5) CEUs from \$200 to \$500.
5. **Subparagraph H (6) – Lead Nurse:** Effective 7/1/00 increase the current stipend to \$2,500.

- 6. **Subparagraph H (6) (d): Life Insurance:** Increase the coverage amount to \$10,000.
- 7. **Subparagraph H (9) © - Retirement:** Increase the per diem amounts for unused accumulated sick leave at all levels by \$5.00 in year 1. Beginning year 3, increase the per diem payment for employees having 46+ days an additional \$5.00 (for a total of \$30 per day).
- 8. **Add New Subparagraph H (10) –Uniform Allowance:** Nurses shall have a uniform allowance of \$200 per nurse per year. Nurses are required to wear their uniforms while at work. Such uniforms must be in a configuration, color, and style which is approved by the Lead Nurse. Reimbursement for purchases of uniforms in compliance with the aforementioned allowance will be made to nurses but only upon presentation of receipts (proof of purchase) and a voucher (request for payment) in a form acceptable to the Assistant Superintendent for Business.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_\_ day of December 2001.

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Anthony Vitale, President  
 Board of Education  
 Farmingdale UFSD

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Eileen Ilchuk, President  
 Association of Professional Registered  
 Nurses  
 Farmingdale UFSD

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Association of Professional Registered  
 Nurses  
 Farmingdale UFSD

