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RN/5609

AGREEMENT

BETWEEN

MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT

and the

**REGISTERED PROFESSIONAL
NURSES' ASSOCIATION**

JULY 1, 2001 THROUGH JUNE 30, 2006

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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DEFINITIONS

1. **BOARD** shall mean Board of Education of the Middle Country Central School District.
2. **SUPERINTENDENT** shall mean the Superintendent of the Middle Country Central School District.
3. **ASSOCIATION** shall mean the Registered Professional Nurses' Association.

RECOGNITION

4. The Board recognizes the Association as the exclusive bargaining agent for all Registered Professional Nurses employed in Middle Country Central School District, for the purpose of negotiating (and participating in the administration of the Agreement) concerning wages, hours and conditions of work, and the Association shall have the right to discuss any conditions of work with the School Physician, Director of Pupil Personnel and the Building Principal of the District.
5. **IT IS UNDERSTOOD BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

MANAGEMENT RIGHTS

6. The Association and the employees recognize the right of the Board of Education to legislate and regulate work rules for all employees of the School District as provided by law. The Association and employees further recognize the right of the Board of Education to manage its affairs and to direct the work force, and to be able to make all decisions as to the operation of the school system and its work force, including but not limited to the increase and/or decrease of the work force, discipline and all other rights normally inherent in management, except as is otherwise limited by the terms of this Agreement and by operation of law, and the failure to exercise any of these rights shall not be deemed to be a waiver thereof.

CIVIL SERVICE REQUIREMENTS

7. All appointments, both probationary and permanent, and dismissals shall be in accordance with the rules and regulations of the Suffolk County Civil Service Commission. Employees during their employment with Middle Country Central School District must keep current at all times proper nurse's certification. This paragraph is not subject to the provisions of the grievance procedure.

DUES DEDUCTIONS

8. The Board agrees to deduct from the salaries of its nurses, dues for the Registered Professional Nurses' Association, as each of said nurses individually and voluntarily authorizes the Board to deduct, upon submission of the form annexed hereto as Schedule "A" and signed by the individual nurse, and to transmit the monies promptly to the Registered Professional Nurses' Association.
9. Not later than September 15th, the Association will provide the Board with a complete list of names of all nurses who request dues deduction. The Association will give the Board thirty (30) days' written notice prior to the effective date of any change.
(paragraph 8)
10. Deductions referred to above will be made in equal monthly installments beginning no later than October 1st.
11. The Board will transfer to the Registered Professional Nurses' Association, ten (10) days after each monthly deduction, all monies due it.

JOB DEFINITION

12. Registered Professional Nurses, while certified non-instructional employees, are not certified as instructional personnel and, therefore, cannot assume in any way the instructional services formerly required of the School Nurse Teachers. However, Registered Professional Nurses may continue to instruct on the topics of Bloodborne Pathogens and requirements of OSHA/NYOSHA.
13. To advise the school authorities as to the students' health status.
14. To arrange and assist in physical examinations of school children, including sight and hearing tests, scoliosis testing and taking of height and weight.
15. To work with the school staff to see that safe and hygienic conditions are maintained and to give practical help and advice in getting unsafe and unhygienic conditions removed or corrected.
16. To administer first aid to pupils or other school personnel.
17. To aid the school authorities in an advisory capacity, when requested, by giving information on health and hygienic problems.
18. To prepare and maintain health records, defect notices and pupil/employee incident reports and visitor incident reports.
19. To aid in the identification of children who are physically handicapped.

20. Registered Professional Nurses will also be responsible for the care, cleaning and maintenance of health suite refrigerator, cabinets, audiometer, vision tester and other medically related items.
21. Dispense medicine to and perform other medical procedures upon students as ordered by a physician.
22. The foregoing are only illustrative of the types of nursing functions performed by unit members.

HOURS OF WORKDAY

23. The workday shall consist of seven and one-half (7-1/2) hours. This, however, may be extended depending upon circumstances of an emergency nature and payment shall be made at the rate of one and one-half (1-1/2) times the hourly wage for time worked in excess of the seven and one-half (7-1/2) hour work day.
24. Inasmuch as it is essential for a Registered Professional Nurse to be on the school premises at all times during the workday, a lunch period of one hour plus one fifteen (15) minute coffee break will be allowed in the seven and one-half (7-1/2) hour workday. There shall be no interruption in the lunch period except in case of emergencies arising.
25. The work year for members of this unit shall be the same as the teachers' calendar, and the nurses shall work only the same days as teachers, including conference days.
26. There shall be no change in working conditions of any member of the Association without prior consultation with the Association.

STRIKES

27. No strikes of any kind shall be caused or sanctioned by the Association, nor will the Association honor picket lines nor participate in any work slowdown.

GRIEVANCE PROCEDURE

28. Any grievance or dispute which may arise between the parties with respect to the applicable meaning or interpretation of this Agreement shall be settled in the following manner:

STEP 1. An employee or representative of the Association shall take up the grievance with the building principal of the employee or employees involved within thirty (30) days of its occurrence. The building principal shall then attempt to adjust the matter and shall respond to the employee or representative of the Association within three (3) working days.

- STEP 2. If the grievance has not been settled, it shall be presented in writing by the employee or representative of the Association to the Superintendent's designee within seven (7) work days after the principal's response is due. The Superintendent's designee shall respond to the employee or a representative of the Association in writing within five (5) working days.
- STEP 3. If the grievance still remains unadjusted, it shall be presented by the employee or a representative of the Association to the Board of Education in writing within seven (7) working days after the response of the Superintendent's designee is due. The Board of Education shall respond in writing to the employee or a representative of the Association within thirty (30) working days.
- STEP 4. If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply of the Board of Education is due, by written notice to the Board, request arbitration.

~~The failure of the employee or representative of the Association to meet the time limits of any step shall bar further processing of the grievance and arbitration.~~

Nothing in this grievance procedure shall prevent any employee from initiating and processing a grievance, but only the Association can request Arbitration.

ARBITRATION PROCEDURE

29. The arbitration proceedings shall be conducted by an arbitrator to be selected pursuant to the Rules of the American Arbitration Association for labor arbitration.
30. The decision of the arbitrator shall be final and binding upon the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.
31. No arbitrator shall have any power to amend, add to, or detract from any provisions of this Agreement.
32. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Board and the Association. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided that it pays for the record.

SICK LEAVE

33. A Registered Professional Nurse is eligible for twelve (12) days sick leave per year up to, but not beyond, one-hundred fifty (150) days accumulation. Members of the unit who use three (3) days or less per school year of sick and personal leave may opt to be paid for the unused days for that year, up to a maximum of eight (8) days, at the rate of fifty-five (\$55) dollars per day. The maximum payable under this formula shall be four hundred forty (\$440) dollars. The remaining unused days shall be applied to the employee's accrued leave days. Payments shall be made in the first pay period in December. Employee shall notify the District in writing of their intention to exercise this option by the last day of the school year. To be eligible, employees must work nine (9) months of the year.
34. An employee shall be required to furnish a doctor's certificate after three (3) consecutive days of sick leave. In cases of suspected abuse, the District may require a doctor's certificate for any absence. The failure to provide a doctor's certificate deemed acceptable by the District's doctor shall permit the District to deny payment for the sick days taken.

After three (3) years of continuous employment in the District, an employee for verified valid medical reason may request an extended sick leave with pay beyond his/her accrued sick leave equivalent to twice the amount of sick leave accrued at the time of commencement of the extended illness with a minimum of thirty (30) working days or the length of the qualified illness, whichever is less, and a maximum of one (1) school year, provided they meet the following eligibility requirements:

- A. A signed physician's note must be supplied by the employee to the Personnel Office attesting to the fact that the employee is under doctor's care and will be unable to report to work for health reasons for a minimum of thirty (30) working days.
- B. Only terminal illness or illness which requires confinement to home, hospital or other medical care facility will qualify for this benefit.
- C. The District's doctor must agree that the illness is terminal or requires confinement to home, hospital or other medical care facility.

The District shall retain discretion to determine the length of extended sick leave granted.

35. It is the intention of the first paragraph of this section (No. 33) that the sick leave is to be accumulated on a monthly basis so that for each month served, one-tenth (1/10th) of the annual sick leave shall be accumulated, except for the first month of each year when three (3) days shall be credited to the employee; however, in the event a nurse who has worked in the District less than three (3) years is sick and is required to take sick leave pursuant to the first paragraph of this section, she may borrow against anticipated accumulated sick leave as provided in the first paragraph of this section, provided, however, that, in the event her service with the District terminates for any reason prior to such time as she

has accumulated enough sick leave to repay the borrowed amount, same shall be deducted from her final paycheck, it being the intention of this paragraph, therefore, to provide that while sick leave may be borrowed in anticipation of accumulation, the nurse must provide sufficient length of service to the District to repay the borrowing, or, in the event of prior termination, repay the District the amount of salary paid to the employee by the District.

PERSONAL DAYS

36. Each employee shall be allowed three (3) personal days per year, noncumulative. Any unused personal days shall revert to sick days.
37. A request for a personal day must be made by the Registered Professional Nurse to the building principal and must be approved by the Superintendent of Schools or his designee. Such application should be made at least seven (7) days in advance of the anticipated absence whenever practicable.
38. All requests for personal days shall be in writing, except in case of emergency and in such case paper work shall be submitted promptly upon return.

BEREAVEMENT DAYS

39. Employees are entitled to three (3) days off with pay for death in the family. Family shall include: parent or guardian, brother, sister, children, spouse, grandmother, grandfather, grandchildren, mother-in-law and father-in-law.

SUBSTITUTES

40. (a) Every reasonable effort will be made to provide a substitute to replace an employee when absent. Employees who know of their absence two (2) days in advance shall attempt to obtain a substitute in advance. In case of less than two (2) days advance knowledge of an absence, the employee must call the Pupil Personnel office prior to her absence.

(b) Professional Days. The Association shall receive and its members entitled to a total of five (5) conference days for Association members during the school year. These days shall be taken by the President of the Association or her authorized representative, and except in cases of emergency, shall be taken after written notice has been given to the District at least five (5) days prior thereto setting forth the date in question and the name of the nurse to be absent. Said days shall be taken only for purposes related to the business and activities of the Middle Country Registered Professional Nurses Association.

HOLIDAYS

41. Observation of the School Calendar

In the event that the school is required to be in operation on any holiday and the employee is required to work, the total number of days worked during the school year shall not exceed one-hundred and eighty four (184). Notwithstanding the following, Nurses should work one day prior to the opening of school processing student records and stocking the office. The extra assignment rate shall apply.

JURY DUTY

42. A Registered Professional Nurse required to serve as a juror or under subpoena shall be paid full salary during the period of such service. The nurse will remit to the District the total per diem jury duty fees paid for jury service. Reimbursement for travel will be retained by the Registered Professional Nurse.

RETIREMENT

43. (a) Employees of the Association are entitled to Plan 75-I of the New York State Employees Retirement System.
- (b) Upon retirement, provided notice is given to the District four (4) months prior to the date of actual retirement, employees shall receive a per diem rate of compensation of one (1) day for every five (5) days of their accumulated sick leave. Payment shall be included in the regular paycheck over the last four (4) months of service prior to retirement.
- (c) In the event the Board of Education determines to participate in a retirement incentive program offered by the State Legislature through the New York State Employees Retirement System, and provided further that the Board of Education determines to offer said incentive to members of the nurses' bargaining unit, the written notice required by paragraph (b) of Section 43 may be waived by a nurse electing to participate in the New York State Retirement Incentive Program, provided that said employee otherwise complies with the requirements of the program. The waiver shall be permitted solely for the purpose of enabling nurses to participate in the New York State Retirement Incentive.

INSURANCES

HEALTH

44. The following Health Insurance plans are the "base" plans:

EMPIRE UNITED HEALTHCARE (Empire Core Plus Enhancements – formerly Metrahealth, Empire Metropolitan, Statewide Plan)

EMPIRE CHOICE (formerly Empire Healthcare, Empire Healthnet, Empire C.H.P.S.)

Aetna US Healthcare (formerly US Healthcare)

Health Insurance Plan of Greater New York (HIP)

After prior consultation with the Association, the District may offer voluntary health insurance plans in addition to the “base” plans.

All unit employees who choose to enroll in a “base” plan will contribute five (5%) percent of the health insurance premium of said “base” plan.

Unit members currently enrolled in a “base” plan, and unit members who were formerly enrolled in a “base” plan but who currently are receiving payments for declining such coverage, who opt to enroll in a voluntary plan whose premiums exceed those of their former “base” plan will contribute five (5%) percent of the premiums of their former “base” plan. In addition such unit members shall pay one hundred (100%) percent of the difference in premiums between their former “base” plan and their voluntary plan.

Unit members currently enrolled in a “base” plan, and unit members who were formerly enrolled in a “base” plan but who currently are receiving payments for declining such coverage, who opt to enroll in a voluntary plan whose premiums are less than those of their former “base” plan shall contribute five (5%) percent of the premiums of the voluntary plan.

Unit members who previously opted, upon commencement of employment, for the declination outlined below and who later enroll in a voluntary plan whose premiums exceed those of the most expensive applicable “base” plan shall contribute five (5%) percent of the premiums of the voluntary plan. In addition, such unit members shall pay one hundred (100%) percent of the difference in premiums between the most expensive applicable “base” plan and their voluntary plan. These rates and rules shall also be applicable to new hires who chose a voluntary plan whose premiums exceed those of the most expensive applicable “base” plan.

Unit members who previously opted, upon commencement of employment, for the declination outlined below and who later enroll in a voluntary plan whose premiums are less than those of the most expensive applicable “base” plan will contribute five (5%) percent of the premiums of the voluntary plan. These rates and rules shall also be applicable to new hires who chose a voluntary plan whose premiums are less than those of the most expensive applicable “base” plan.

The term “applicable” shall mean the appropriate corresponding level of coverage, either individual or family, for which the unit member is eligible.

Unit members may only change plans in accordance with plan policy.

Unit employees who are eligible to receive health insurance coverage through the District may opt not to be covered by the District. Unit employees who elect not to be covered for health insurance by the District shall be entitled to receive \$1500 provided the employee remains uncovered by the District for a period of twelve (12) consecutive months.

Unit employees shall advise the District of their desire not to be covered no later than December 1st and coverage shall cease as of January 1st. Payments shall be made during the first pay period of the following January provided the declination has been in effect from the preceding January.

The declination of Health Insurance shall remain in force annually thereafter unless the employee(s) who have declined such coverage for a given year wish to re-enroll in the Health Insurance Program for the following year. Said employee(s) shall notify the District of such change no later than November 1st preceding the year in which they wish to reenter the plan. Such coverage shall take effect on January 1st.

Unit employees hired on or after January 1st may advise the District of their desire not to be covered by Health Insurance at any time in their first calendar year. Such employees shall receive a pro rata share of the \$1,500 provided the employee remains uncovered by the District through December of that same calendar year. Thereafter, they shall be treated the same as all other unit employees declining coverage.

Individuals making this election shall submit sworn statements to the District indicating they have health insurance coverage under another plan.

Nothing contained herein shall preclude a member of the unit from applying to reenter the District's plan at any time for reasons consistent with the rules of the District's flexible benefit plan and applicable law. In the event a unit employee reenters the plan within the first twelve (12) months, no payment shall be made. In the event a unit employee resumes health insurance coverage after the first twelve (12) months of declined coverage, but prior to the due date for their annual payments, no payments shall be made for the year in which the unit employee's declination was for less than twelve (12) months.

Unit employees shall be entitled to reenter the District's Health Insurance Plan to ensure coverage upon retirement provided they pay the required contribution toward the cost of such insurance in retirement.

In the event a member seeks to reenter the District's Plan, the District shall request that the Plan waive any applicable waiting period.

In accordance with the rules and regulations of the Empire Plan, a unit employee who is employed by the District and whose spouse is employed by the District shall not be entitled to family coverage provided by the District, unless the maintenance of such plan is required to comply with a court order, judgment or legal separation.

With respect to those unit employees whose spouses are employed by the District, the employees will have the option of determining which spouse shall be covered by the District's Family Plan.

Nevertheless, a unit employee who thereafter becomes no longer covered by his/her spouse's said coverage (e.g., death, divorce, loss of job, loss of coverage, etc.) shall be entitled to immediate reinstatement without any restrictions, without any cost to the individual and pre-existing conditions shall not in any way preclude full coverage.

Unit employees who lose coverage shall notify the District as soon as reasonably possible of their intent to re-enroll in the District's health insurance plan. Such reinstatement shall be immediate upon notice to the District.

In any event the spouse who is no longer entitled to the family coverage has the option of individual coverage or a \$1500 payment. Such payment will be made during the first pay period of the following January.

The District has instituted a flexible benefits plan pursuant to Internal Revenue Code Section 125 in which unit employees are eligible to participate in accordance with the rules of the plan.

DENTAL

45. The Employer agrees to provide personnel covered by this Agreement with individual dental insurance coverage under the same dental plan currently provided to the administrator's unit. In the event that an employee is covered by his or her spouse's dental plan, they shall not be eligible for this coverage. Nurses will be permitted to apply the District-paid monthly premium for individual coverage to the family rate.

LIFE

46. The Board shall pay the premium on a \$15,000 term life insurance policy for all full-time employees in the Association. Such coverage shall continue until termination of this contract.

PAYROLL DEDUCTION

47. The Board will continue the option for the employees which enables the employee, by his own contribution, to participate in a payroll savings plan with the proper rules and regulations to be established.

SALARY

48. Unit members shall be paid in accordance with the following schedules:

Step	2001-02 3.50%	2002-03 3.50%	2003-04 3.50%	2004-05 3.50%	2005-06 3.25%
1	32,420	33,555	34,729	35,945	37,113
2	33,306	34,472	35,679	36,928	38,127
3	34,212	35,409	36,649	37,931	39,164
4	35,148	36,378	37,651	38,969	40,235
5	36,109	37,373	38,681	40,035	41,336
6	37,088	38,386	39,730	41,120	42,457
7	38,123	39,458	40,839	42,268	43,642
8*	N/A	40,458	41,839	43,268	44,642

(a) Commencing August 15, 2002, an hourly rate of \$27.50 shall apply for all extra-assignment work, other than those extra work assignments specifically addressed elsewhere in this agreement. The hourly rate shall be increased to \$28.50 effective July 1, 2003; to \$29.50 effective July 1, 2004; and to \$30.50 effective July 1, 2005.

(b) Payment for field trips shall be as follows:

Day trips: Regular salary; overtime rate for work extending beyond seven and one-half hours.

Weekday overnight trips: Flat rate of \$75.00 above regular salary.

Weekend overnight trips: Flat rate of \$250.00 per day.

(c) Call backs shall be for a minimum of four hours.

49. Effective July 1, 2002, an additional step (\$1000) shall be added to the salary schedule (Step 8) and longevity amounts shall be amended as follows:

After ten (10) years of service there shall be a \$300 length of service increment;

After thirteen (13) years of service there shall be a \$350 length of service increment;

After eighteen (18) years of service there shall be a \$450 length of service increment;

After twenty (20) years of service there shall be a \$500 length of service increment.

Effective July 1, 2002 through June 30, 2006 only, unit members with the following years of service shall receive an additional \$200 per year: Years 6, 7 and 21 years or more.

EXTRA HELP

50. The District shall provide extra professional help for physical exams and/or testing as the Superintendent may approve upon the recommendation of the school physician.

UNIFORM ALLOWANCE

51. There shall be an allowance of \$450 per year for each professional nurse for the purpose of purchasing and cleaning of uniforms. The allowance shall be paid in a lump sum not later than October 15 as a taxable fringe benefit pursuant to current IRS regulations.
52. A total of \$1,650.00 will be set aside in the annual budget for the payment of courses for the nurses unit. All courses must receive prior approval by the Superintendent or his designee, which approval will not unreasonably be withheld and will be upon applications submitted by the Association to the Superintendent or his designee.

MILEAGE

53. Nurses shall continue to be paid mileage for travel between buildings at the rate paid to all District employees.

LABOR-MANAGEMENT COMMITTEE

54. There shall be a labor-management committee that will meet to consider mutual problems regarding terms and conditions of employment. The party requesting a meeting shall submit an agenda to the other party at least five (5) workdays in advance of the meeting. Unless mutually agreed upon by the parties, no more than one meeting shall be held each month.

MANDATORY TAYLOR LAW LANGUAGE

55. SHOULD ANY ARTICLE, SECTION OR PORTION THEREOF OF THIS AGREEMENT BE HELD UNLAWFUL AND UNENFORCEABLE BY ANY COURT OF COMPETENT JURISDICTION, SUCH DECISION OF THE COURT SHALL ONLY APPLY TO THE SPECIFIC ARTICLE, SECTION OR PORTION THEREOF, DIRECTLY SPECIFIED IN ANY DECISION AND THE BALANCE OF THIS AGREEMENT SHALL BE IN FULL FORCE AND EFFECT.

LIAISON

56. The District shall have the right to select a member of the bargaining unit as the appointed Liaison, subject to his/her agreement to serve in that position. The annual stipend for the appointed Nurses Liaison shall be \$1,000.00.

DURATION

57. This agreement shall be effective as of the first day of July 2001, and shall remain in full force and effect until the thirtieth day of June, 2006.

**SIGNATURE OF THE PARTIES TO
THE AGREEMENT**

Middle Country Central School District

BY Connie Luthudge DATE 10/15/02

Middle Country Registered Professional Nurses' Association

BY Kathleen M. Aquano, RN DATE 10/15/02

SCHEDULE "A"

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

Name _____ Bldg.
Last First Initial

Address

I hereby designate the Registered Professional Nurses' Association as my exclusive representative for the purpose of collective negotiations and I hereby request and authorize the Middle Country Central School District to deduct from my earnings and transmit to the Registered Professional Nurses' Association an amount sufficient to provide for regular payment of the membership dues as certified by such Association in equal monthly payments beginning no later than October 1st.

DATED: _____

Signature: _____