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Phoenix Central School District And
Phoenix Cs Registered School Nurses

S/D
R/N

Agreement

Between

*Phoenix Central School District
Board of Education*

and the

*Phoenix Central Schools
Registered School Nurses*



-- July 1, 2002 - June 30, 2006 --

PUBLIC EMPLOYMENT RELATIONS BOARD
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ARTICLE I
PARTIES TO THE AGREEMENT

This is an Agreement between the Board of Education of the Phoenix Central School District (herein referred to alternatively as the "Board" or "District") and the Registered Nurses Unit of the Phoenix Central School District. This Agreement is entered into pursuant to the provisions of Article 14 of the Civil Service Law, as amended (The Public Employees Fair Employment Act).

ARTICLE II
DURATION OF AGREEMENT

This Agreement shall become effective as of July 1, 2002 and shall terminate on June 30, 2006.

ARTICLE III
POSITION STATEMENT

The Registered Nurse is employed by the Phoenix Central School District as a Registered School Nurse and hired under Civil Service in the non-competitive class. As such, the Registered Nurse is required as a condition of employment to become a member of the New York State Employees Retirement System. Also, the nurse will be required to have successfully completed the training and be certified as a Registered Nurse. In addition, the individual must possess and practice the highest standards of discretion, integrity, cooperation, loyalty, consideration and professional competence. Further, the nurse must be flexible in performance of tasks as decreed by the job outline, school district policy, state law and administrative directives. This position requires, as a condition of employment, the incumbent to have his/her own transportation for movement from school building to school building. Reimbursement for car expenses will be paid in the amount set down in district policy.

Regardless of additional training or certification held by the incumbent beyond that of Registered Nurse, the position will not be altered by such additional certificates and will exist solely as a Registered School Nurse position under Civil Service. This position is devoid of any assigned teaching responsibilities or other responsibility reserved exclusively under law for school nurse teachers. Hence, the individual bears no obligation for joining educationally or professionally oriented teacher groups or organizations.

ARTICLE III (continued)

The Registered Nurse will work a seven and one-half hour day, one-half hour being allotted for lunch. A period not to exceed fifteen minutes is to be set aside each morning and afternoon for relief periods. The Registered Nurse will be employed on a per diem basis for 186 days of each school year between September 1st and June 30th. The days the Registered Nurse will actually work are the days the students are scheduled to be in attendance as specified by the student school calendar, teacher orientation day, and such other days as approved by the Building Principal and the Director of Pupil Personnel Services as needed for record keeping, but not to exceed 186 days. The exception to this will be eleven paid holidays per work year as outlined below. In addition, there are ten sick leave days and five personal/family illness leave days per work year as outlined below. At such time as the nurse may be requested to work additionally, additional remuneration commensurate with the request will be paid.

HOLIDAYS AND SPECIAL DAYS

Columbus Day
Veterans' Day
Thanksgiving Day
Thanksgiving Friday
Christmas Day

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Good Friday

ARTICLE IV

INSURANCE PROTECTION

2002-2006

The Board will pay 100% of the major medical premiums and 90% of the base premium of the health insurance plan (Blue Cross/Blue Shield, Central New York Regionwide Plan).

The Board will pay 100% of the premiums on the approved \$10,000 term life insurance and accidental death and dismemberment policy.

The Board will pay 85% of the premiums each year for those nurses electing to participate in the disability insurance policy as approved. The Board will issue a monthly maximum allowance of \$5,000 in the present Long Term Disability policy.

The Board will pay \$300 for single and \$550 for family per participating member of this unit toward the BC/BS of Central New York Prime Blue group dental plan for the school years: 2002-2003, 2003-2004, 2004-2005, and 2005-2006.

Effective July 1, 1998, the District shall pay 100% of the premiums for the same Vision Plan currently provided members of the teachers' bargaining unit.

ARTICLE V
HEALTH INSURANCE RETIREMENT PAYMENT

1. Upon retirement, members of this unit will be eligible for payment toward the health insurance in force for the district's employees based on meeting all of the following criteria:
 - A. A member of this unit, in order to be eligible for health insurance retirement payment, must have been continuously employed by the Phoenix Central School District for 10 years.
2. A member must actually be retiring, not resigning. The person must actually file for and be eligible for retirement salary from the New York State Employees Retirement System. A member forfeits his/her right to health insurance retirement payment if he/she accepts employment after retirement and health insurance is available from his/her new employer.
3. The employer's share of the cost will be based on the cash equivalent of the employee's accumulated unused sick leave, with the maximum employer's yearly payment not to exceed the percentage paid by the employer for active employees for each year health insurance is in effect.
4. The cash equivalent will be determined as follows: the total number of unused sick days at the final day of retirement will be multiplied by \$180 for 2002-2003; \$190 for 2003-2004; \$200 for 2004-2005; and \$210 for 2005-2006. The employer's share will be paid yearly until the person's death or the cash accumulated sum is paid or the person forfeits, as enumerated in #2.
5. The employee may opt to take the cash equivalent as determined in V.I.A.(4) as a direct payment, at a yearly amount not to exceed the employer's share of the premium paid to the carrier of the health plan the employee is enrolled in at retirement. This payment will be made in lieu of coverage under the health plan, and if chosen will be paid yearly until the person's death or the cash accumulated sum is paid. The eligibility for this option is the same as enumerated in V.I.A. An employee may elect the insurance coverage or cash, as alluded to in the above. The employees not covered by the health plans at the time of retirement are eligible for the cash payment. This payment will be made in a cash lump sum paid immediately following retirement and yearly thereafter. The cash amount will be based upon the premium rates for the family health plan in effect.

ARTICLE VI
PRE-SERVICE AND INSERVICE PROGRAMS

It will be necessary for the school nurse to attend and participate in pre-service and regular inservice programs. If these sessions, through necessity, extend beyond regular school hours, the nurse will be commensurately reimbursed with either time and/or a salary allowance. Attendance at these sessions will be a condition of employment.

ARTICLE VII
REMUNERATION AND BENEFITS

A. **SALARY**

	<u>Hourly Rate</u>	<u>Yearly Rate</u>
2002-2003	\$23.43	\$34,622.62
2003-2004	\$24.25	\$35,834.41
2004-2005	\$25.10	\$37,088.61
2005-2006	\$25.98	\$38,386.71

The above chart is based on 7.5 hours per day and 197 days per year (186 work days plus 11 paid holidays).

B. **PAID HOLIDAYS**

The district will grant a day off with a normal day's pay for any eleven legal holidays that occur during the regular work year and fall on days that students are not in regular sessions.

C. **LONGEVITY**

For the 2002-2003 school year, an amount of \$700 will be added to each Registered School Nurse's salary for employees who have completed ten (10) years of service, and an additional longevity bonus in the amount of \$650 will be paid annually to nurses who have completed twenty (20) years of service to the school district.

The following schedule will be applied as above for the following school years:

	<u>Ten Years</u>	<u>Twenty Years</u>
2003-2004	\$ 800	\$ 750
2004-2005	\$ 900	\$ 850
2005-2006	\$1,000	\$ 950

Longevity bonuses will be added to base pay before each year's wage is calculated.

ARTICLE VII (continued)

D. PAY SCHEDULE

Registered School Nurses will have the opportunity to select a ten (10) month salary plan (21 payments), or a twelve (12) month (26 payments), payable throughout the calendar year with the vacation period checks mailed to their homes. The twenty-six (26) payment plan will coincide with the twelve (12) month employee's pay schedule determined by the district. Once these options are made they will continue in effect for the fiscal year without change.

ARTICLE VIII
LEAVES

There are two categories of leaves: paid and unpaid.

PAID LEAVES

A. SICK LEAVE

Each school nurse shall annually accumulate sick leave at the rate of one (1) day for each month of employment. This accumulation shall be credited to the employee's sick leave account on the first day of the school year. At the beginning of each school year, employees will be notified of the amount of accumulated sick leave that has been credited to them. Sick leave shall be subject to the following conditions:

1. Maximum Accumulation: If any employee does not use the full amount of sick leave accumulated in a given year, the excess shall be carried over and credited to his/her sick leave account on the first day of the next school year, provided that the total accumulated sick leave credited to an employee's account shall at no time exceed 330 days in 2002-2003; 340 days in 2003-2004; 350 days in 2004-2005; and 360 days in 2005-2006.
2. Interim Hires: Employees hired after the beginning of the school year will receive a sick leave credit equivalent in days to the number of months left in the work year.
3. Use of Sick Leave: Sick leave may be used only when the employee is unable to work by reason of personal illness. A doctor's certificate may be required as proof of any personal illness in case of obvious abuse of sick leave.

ARTICLE VIII (continued)

B. PERSONAL LEAVE

Immediate Family Illness and/or Personal Business - Five Days

1. Immediate family illness - Immediate family is understood to mean spouse, parent, child and sibling.
2. Personal Business - Personal business is understood to mean:
 - a. Legal business - consultation with attorney, witness in court, closing with a sale or purchase of a house.
 - b. Dental or doctor appointments which cannot be scheduled outside of working hours.
 - c. Moving of household effects.
3. Days off require approval in advance by employee's immediate supervisor, whenever possible.
4. Unused immediate family and/or personal leave days will be credited at the end of the school year to an individual's sick leave.

C. DEATH IN FAMILY - FIVE DAYS

1. Death in family (Family is understood to mean a parent, grandparent, guardian, spouse, child, grandchild, sister, brother, mother-in-law, father-in-law, brother-in-law, and sister-in-law.)
2. Days off require approval in advance by the employee's immediate supervisor, whenever possible.

D. TEMPORARY DISABILITY LEAVE

Temporary disability leave will commence at a time when the employee is not capable of performing the duties required of the position. The school district retains the right to secure, at its expense, a medical opinion if a disagreement occurs as to the fitness of the employee to perform the duties required of the position. Return to employment is required at the termination of the temporary disability. The district's financial obligation shall be limited to the amount of sick leave time accumulated by the employee at the time of the commencement of the leave.

ARTICLE VIII (continued)

UNPAID LEAVES

A. EXTENDED CHILD BEARING AND/OR CHILD REARING LEAVE

Leaves of absence will be approved for a period not to exceed two years with return to duty to commence at the start of a semester. Salary and benefits cease during this leave, except for the twelve (12) week period as outlined in the Family and Medical Leave Act of 1994. Nurses who wish to convert from a paid temporary disability leave to an unpaid, without benefits, extended leave will be allowed to do so provided that the conversion commences with the cessation of the disability. The school district retains the right to secure, at its own expense, a medical opinion if a disagreement occurs as to the cessation of the disability. Conversion to an unpaid extended leave shall not extend the combined temporary disability leave and extended unpaid leave to a period of more than two years.

B. DISCRETIONARY LEAVE

Leaves without pay and benefits shall be considered on an individual basis by the Superintendent. The granting of an unpaid discretionary leave shall be within the sole discretion of the Superintendent. The decision of the Superintendent (or his/her designee) shall be final and binding on the parties to this agreement.

ARTICLE IX
LIABILITY INSURANCE

The Board of Education has and will continue to keep in effect its current insurance protection which covers the school district and all its employees acting in the scope of their duties.

ARTICLE X
PENSION

All eligible employees shall be enrolled in the appropriate Tier of the New York State Employee Retirement System. Those who are eligible shall also be enrolled in the new Career Plan 75i.

ARTICLE XI

STATUTORY PROVISION

IT IS HEREBY AGREED 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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

SIGNATURES

IN WITNESS WHEREOF, the Registered Nurses Unit of the Phoenix Central School District and the Board of Education of the Phoenix Central School District, by their duly authorized representatives, have executed this Agreement on the Thirtieth day of September, 2002, Phoenix, New York.

Phoenix Central School District

Registered Nurses Unit:

Miss A. Mason
Superintendent of Schools

Marilyn J. Alt
Representative
Registered School Nurses

Claudia Sobers
Representative
Registered School Nurses