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#### Contract Database Metadata Elements

Title: **Plainedge Union Free School District and Nurses Unit, CSEA Local 1000, AFSCME, AFL-CIO, Local 865 (2005)**

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

Union: **Nurses Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Local 865**

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RN / 5957

**A G R E E M E N T**

**Between**

**THE BOARD OF EDUCATION**

**of the**

**PLAINEDGE SCHOOL DISTRICT**

**and**

**CIVIL SERVICE EMPLOYEE'S ASSOCIATION INC.**

**LOCAL 1000 A.F.S.C.M.E. – A.F.L. – C.I.O.**

**Nurses Unit Local 865**

**July 1, 2005 - June 30, 2010**

**RECEIVED**

**JAN 31 2008**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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**EXECUTION**

**10**

**SCHEDULE A – SALARY SCALE**

**11**

Agreement made and entered the \_\_\_\_\_ day of \_\_\_\_\_, 2005 between the Board of Education of the Plainedge Union Free School District, Town of Oyster Bay, County of Nassau, State of New York (hereinafter referred to as the "Board"), and the Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO, Nassau Educational Local 865 (hereinafter referred to as the "Association" or "CSEA").

1. **AGREEMENT SCOPE**

The Board recognizes the Association as the sole and exclusive representative of all registered professional nurses and persons authorized by permit to practice as registered professional nurses for negotiating wages, hours, and other terms and conditions of employment. This recognition shall continue for the maximum period permissible under Section 208(2) of the Taylor Law.

2. **ASSOCIATION STATUS**

2.01 **Deduction of Association Dues.** The Board agrees to deduct from the salaries of unit employee's dues which may include insurance premiums for the Association as said employees individually and voluntarily authorize the Board to deduct and to transmit such monies to the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, 143 Washington Avenue, Albany, New York 12210. Employee authorization shall be in writing and According to Section 93B of the Municipal Law and Chapter 392 of the Laws Of 1967.

The Board will prepare a list of those employees, currently employed, who have heretofore signed dues deduction authorizations and forward such list to the Association by October 15.

Members who desire to revoke their payroll deduction authorizations must notify the Board in writing at least thirty days before the effective date of any such revocation.

2.02 **Association Business: Local Representative.** Association will notify Employer of its local employee representatives who are authorized to deal with Employer about employment conditions and adjustments of any problems arising under this agreement. Association will notify Employer in writing of said representatives' designation and authority and any change in either.

2.03 **Association Use of Building.** The Association will have the right to use school buildings for meetings and other necessary functions, provided that such meetings will not be held during the Teaching Day or during the times

which interfere with the instructional program. Regular Building Use Forms will be required except for emergency meetings where use of available space has been approved by the Building Principal or the Office of the Superintendent.

2.04      Association Use of Facilities.      The Association will have the use of inter-school mail service and employee mail boxes subject to approval of the Superintendent. Material shall be delivered to Central Office for distribution and signed by the Association local representative. The Association agrees to clearly identify all material it sends through the mail service or places in the employees' mailboxes.

2.05      Agency Fee.

a.      The District shall deduct from the salary or wages paid to each employee in the negotiating unit who has not authorized in writing a deduction of union dues as set forth above, an amount equivalent to the dues levied by the Union, and the District shall transmit such amounts to the Civil Service Employees Association, 143 Washington Avenue, Albany, New York 12210, or such other address as designated by the Union. Such deductions shall commence no later than fifteen (15) days after the employee is hired.

b.      The Union agrees to hold the District harmless from any and all damages which the District pays as a result of a decision of a Court of competent jurisdiction holding the District liable for damages for compliance with the wage deductions provided by this section.

### 3.      EMPLOYMENT STATUS

3.01      Seniority.      Seniority for purposes of this contract shall be determined in accordance with Civil Service Law.

3.02      Involuntary Transfer.      Whenever feasible, notice of a transfer will be given to the employee within five (5) days of the decision and at least two (2) weeks prior to the date upon which the transfer becomes effective.

### 4.      WORK TIME

4.01      Normal Work Year.      The normal work year (days of service) of employees covered by this agreement shall be the same as that of the teachers employed in the school to which an employee is assigned, and is set forth in the ten current school calendar, however, in the sole discretion of the Superintendent the work year may be changed.

- 4.02 Normal Workweek. The normal workweek shall be a maximum of thirty-five (35) hours (Monday through Friday).
- 4.03 Normal Workday. The normal workday shall be a maximum of seven (7) consecutive hours including a lunch period on the premises of not less than forty (40) minutes during which the employee will be required only to respond to emergencies.
- 4.04 Layoff. Whenever possible, the Employer shall give thirty (30) days' notice to layoff or the elimination of a position.
- 4.05 Recall from Layoff. The District shall comply with the applicable Civil Service Law on recall.
- 4.06 Non-Nursing Duties. Unit members will not be required to perform attendance duty.

5. **MONETARY BENEFITS: COMPENSATION FOR TIME WORKED**

- 5.01 Regular Compensation Rate. An employee's regular compensation rate, as stated in Schedule A of this agreement, shall apply to all assigned time worked in accordance with paragraphs 4.01, 4.02, 4.03 and 6.04c. of this agreement.
- 5.02 Salary: Method of Payment.
- a. Earned salary will be paid semi-monthly.
  - b. Employees have the option of receiving their estimated annual wages in twenty-one (21) or twenty-four (24) equal payments. They must notify the Payroll Department of their choice by June 15<sup>th</sup> of the previous school year.
  - c. The first paycheck of the year will be issued on or about September 15<sup>th</sup>.
  - d. The last paycheck of the year will be issued on or about the last day of the school year and will be adjusted to insure that all earned wages for that school year are received by the employees.
- 5.03 Conference Days. Employees are eligible to attend professional conferences at District expense, without loss of pay, subject to the prior approval of the Building Principal and Superintendent of Schools. The above includes eligibility for reimbursement of registration fees and related expenses.



**6. MONETARY BENEFITS**

- 6.01 Special Absence (Personal Days).** The Board of Education recognizes the necessity to grant special absence to meet emergency situations or conduct urgent business affairs that cannot be scheduled on Saturdays or after school hours. Employees may apply for a maximum of two (2) special absence days per year. Such absence requires prior approval by the Superintendent upon five (5) days' notice to him (except in cases of emergency). Absences under this provision shall be limited to occasions such as religious holidays, necessary court appearances, closing title to home, moving, accidents, illness in the immediate family, estate proceedings, adoption proceedings, funerals of persons with whom the employee had an unusually close relationship. In no event shall personal days be utilized to extend a weekend, vacation, recess or holiday.

**6.02 Sick Leave: Entitlement and Amount**

- a. Employees shall be entitled to eleven (11) sick days annually, with Full compensation, cumulative to a total of one hundred and eighty (180) days for the purpose of sick leave.

- 6.03 Bereavement** In the event of a death occurring in the immediate family or relative residing in the same house, each employee shall be granted leave of absence for bereavement, with full compensation, not exceeding seven (7) calendar days (five (5) workdays). Immediate family is defined to mean: employee's spouse, children, parents, brother, sister, mother-in-law and father-in-law.

**6.03 Special Assignments.**

- a. An employee may be assigned on official school business outside the District upon recommendation by the Superintendent with full pay. Required attendance at meetings after school shall be compensated at the employee's hourly rate.
- b. Assignment by the Superintendent to District initiated nurse related program after school shall be at full pay.
- c. Emergency time spent by an employee after school, with the approval of the Building Principal, in excess of fifteen (15) minutes will be paid on a straight time basis. Time worked over forty (40) hours per week will be at an overtime rate of pay equal to 1 ½ times the regular hourly rate.
- d. Unit members who serve as official and approved chaperones at school events after the regular work day shall be paid at an hourly rate equal to that paid to teachers for chaperoning.

6.05 **Jury Duty Leave.** The District will comply with all applicable New York State Law on jury duty.

6.06 **Jury Duty Procedure.** An employee who is summoned for jury duty will promptly so notify their principal or designated supervisor. The employee will also request to be excused from such duty by exercising whatever exemption is available by law. The District will provide him/her with documentation necessary to obtain the exemption from service. An employee who performs jury duty and who is thereafter released from such duty will promptly notify the District of such release.

7. **UNPAID LEAVE**

7.01 **Leaves of Absence.** The Board of Education will consider employee requests for leaves of absence without pay and such leaves may be granted in the sole discretion of the Board.

8. **MONETARY BENEFITS; INSURANCE COVERAGES AND PENSION**

8.01 **Workers Compensation Insurance.** The Employer will continue to provide the New York State Workers' Compensation Insurance.

8.02 **Long-Term Disability Insurance.** Permanent employees who work a minimum of twenty (20) hours per week, after completion of three (3) consecutive years of service with Plainedge Union Free School District, shall be eligible for 2/3 pay up to age 65 years, after a waiting period of sixty (60) days, subject to the terms of the insurance policy.

8.03 **Retirement Plan.** Employer will continue to provide the retirement plan known as the New York State Employee's Retirement System.

8.04 **Life Insurance.** The Board shall provide to each employee a fully paid group term life insurance policy in the amount of ten thousand dollars (\$10,000) subject to the approval of the district's insurance company. All employees shall have the option to purchase a matching amount of the group life insurance coverage at the group rate, subject to the approval of the District's insurance company.

8.05 **Tax -Sheltered Annuity Plan.** Employees shall be entitled to participate through a payroll deduction plan in a District tax-sheltered annuities program.

8.06 **Health Insurance.** The District agrees to remain a participating employer in all of the State Employees Health Insurance Plan options and will, for the duration of this agreement make contributions to health insurance premiums as follows:

80% for the duration of this contract.

- 8.07 Members who have been enrolled in the District's health insurance program for at least two years, may opt out of the District's health plan in exchange for a lump sum payment equal to 50% of the District's per capita premium contribution for family or individual coverage, whichever the employee has, if notice is given of the intention to do so on or before May 31<sup>st</sup>, to be effective July 1<sup>st</sup> for the ensuing school year.

8.08 Dental Insurance

The District shall provide individual and family dental insurance coverage pursuant to the District Plan at no cost to the employee. The benefits presented by this plan are to continue with at least this coverage if plan changes at no cost to the employee.

9. MONETARY BENEFITS: MISCELLANEOUS

9.01 Terminal Separation Compensation.

- a. For all employees hired on or before (the date of this Memorandum of Agreement) the Board will provide separation Compensation for all unused accumulated sick and special absence Days to a maximum of one hundred and eighty (180) days as follows: One-tenth (1/10) of one percent (1%) of annual base contract for each Unused sick day to a maximum of ninety (90) days, plus two-tenths (2/10) of one-percent (1%) for each unused sick day in excess of ninety (90) days.

Eligibility is based upon the fulfillment of all following conditions:

1. The employee has given thirty (30) days written notice of resignation unless waived by the District due to exigent circumstances.
2. The employee has completed four (4) consecutive active years of Service in Plainedge School District immediately prior to the termination of employment.
3. The employee is not resigning at the request of the local authorities in order to avoid charges being filed under Section 75 of the Civil Service Law.

- b. In the event of the death of an eligible employee, her/his estate shall be entitled to collect all terminal separation compensation.

**9.02 PROFESSIONAL CERTIFICATION as follows:**

The District shall provide reimbursement for CPR and AED certification.

**10. GRIEVANCE PROCEDURE**

- 10.01 Purpose.** The following procedures are intended to provide a means for orderly settlement of grievances, over the interpretation and application of the terms of this agreement, promptly and fairly as they arise, and to assure equitable and proper treatment of all concerned.
- 10.02 Step One.** All possible effort and reasonable means should be exhausted in a reasonable manner to informally resolve the differences through the immediate supervisor (Building Principal) within five (5) working days after the occurrence. If the grievance is not resolved by the Building Principal, the aggrieved shall, within two (2) working days, submit in writing, a formal grievance to the Superintendent or designee.
- 10.03 Step Two.** The Superintendent or designee will set a meeting date within ten (10) working days. The Association may have a representative present at the meeting. The Superintendent or designee will issue a decision within five (5) working days after the meeting.
- 10.4 Step Three.** If the decision is appealed, the Board of Education will review the grievance and afford the grievant and/or the Association the opportunity to be present. A final decision will be rendered by the Board of Education.

**11. HEALTH**

Employer will, at its expense, give each employee a general health examination when the employee enters the Employer's employ and annually thereafter.

**12. MISCELLANEOUS**

- 12.01 Definitions.** As used in this agreement, and except as otherwise clearly required by its context.
- a. "Agreement" means this agreement and each appendix, schedule, amendment or supplement thereto;
  - b. "Employer" means the Board of Education of the Plainedge School District;
  - c. "Association" means the Civil Service Employee's Association, Inc.

d. "Employee" means an employee covered by paragraph 1.

- 12.02 **Contract for Employees.** Employer will provide each employee with a copy of this agreement.
- 12.03 **Notice to Parties.** Any notice required to be served on Employer under this agreement will be either mailed to Employer or delivered to Employer or to such person and at such address as Employer may designate by written notice served on Association. Any notice required to be served on Association will be mailed to the Association's Executive Director addressed to the Association's headquarters office, 143 Washington Avenue, Albany, New York 2210; or to such other persons and at such address as Association may designate by written notice served on Employer.
- 12.04 **Separability.** In the event any provision or provisions hereof are held to be unlawful, the remaining provisions of this agreement shall remain in effect and the parties hereto shall meet forthwith for the purpose of modifying the same to conform with law and/or negotiating provision or provisions in lieu thereof.
- 12.05 **Copies of Board Minutes.** The Unit Chairperson shall receive copies of the minutes of public Board meetings as soon as possible after they have been approved by the Board for distribution.
- 12.06 **Information.** The Board shall make available to the Association, upon its reasonable request, any and all available information relevant to negotiations as required by law.
- 12.07 **Labor Management Meetings.** The Superintendent or his designated representative(s) and representative(s) of the Association by mutual agreement shall meet at agreed upon times to discuss matters of mutual concern.
- 12.08 **Credit Union.** Each registered nurse shall have the option to have a specified amount deducted from his/her paycheck and deposited by the District in an account in the Nassau Educator's Federal Credit Union. Notice must be given by May 15 of each year as to the amount to be deducted starting September 1 of that year. Adjustments in the specified amount deducted may only be made prior to December 31 to be effective beginning with the first paycheck in February. An employee may withdraw from the plan at any time with three (3) weeks' notice. Loan arrangements processed through the Credit Union will constitute an acceptable change during the course of the academic year.

**13. NO STRIKE OR WORK STOPPAGE**

The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association agrees, therefore, that there shall be no strikes, work stoppages, or other concerted refusal to perform work, by employees covered by this agreement, nor any instigation thereof by the Association or its agents or representatives.

**14. THE BOARD**

It is expressly understood and agreed that the Board reserves exclusively to itself the right to cancel, amend, change, modify, or revise any and all existing rules, regulations, orders, and policies and/or to institute or adopt new rules, regulations, orders, and policies, on any and all matters and subjects that do not substantially affect the wages, hours, or terms and conditions of employment of the employees.

This collective negotiation contract may not be changed except by mutual agreement of the parties in writing.

**15. COLLECTIVE NEGOTIATIONS**

The parties hereto agree that they have fully bargained with respect to salaries, hours and other terms and conditions of employment and have settled the same for the terms of this agreement in accordance with the terms hereof.

**16. CONFORMITY WITH SECTION 204-A OF THE TAYLOR LAW**

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

**17. EFFECTIVE DATE AND DURATION**

This agreement shall be effective from July 1, 2005 and will remain effective until June 30, 2010.

Signed by Employer and Association

PLAINEDGE SCHOOL DISTRICT

CIVIL SERVICE EMPLOYEE'S ASSOC.

By Thomas R. Dick

Title President – Board of Education

Date 8-30-05

By Dorothy A. Allen

Title President – Nurses Association

Date 6/17/05

By Donna Cary, R.N.

Title Vice President

Date 6/12/05

*This agreement was approved at a Public Session of the Board of Education on August 30, 2005.*

Catherine Kelley  
Catherine Kelley  
District Clerk

## **SCHEDULE A (cont.)**

### **A-1.01    Salary Step Placement – 5 Year Contract:**

Include salary increases of 3.25% in the year 2005/06, 3.50% in the year 2006/07, 3.75% in the year 2007/08, 4.00% in the year 2008/09 and 4.00% in the year 2009/10.

### **A-1.02**

All unit members on staff at the time this agreement is signed shall be placed on their appropriate steps of the 2005-2010 schedule and so on for each year of the contract.

### **A-1.03    Anniversary Dates – Annual Step Increments**

Annual step increases shall be based on a full year of service and shall become effective on each unit member's anniversary date. Unit members employed on the effective date of this agreement shall have a September 1<sup>st</sup> anniversary date. Unit members hired subsequently shall be assigned an anniversary date of either September 1<sup>st</sup> or February 1<sup>st</sup>, whichever is closer to their date of hire. Unit members with a September 1<sup>st</sup> anniversary date who are employed during the summer shall be granted their step increment for work performed during the summer.

### **A-1.04    Salary Step Credit for Prior Experience**

Registered nurses may be given salary step credit for prior school nurse experience on a year-for-year basis, except that during the first year of this contract, all newly hired registered nurse shall be placed on Step 1. During the second year of this contract, newly hired registered nurses may be hired at Step 2. During the third year of this contract, newly hired registered nurses may be hired at Step 3.

### **A-1.05    Longevity**

Longevity increases shall be awarded as follows:



After 10 years of service	-	\$400 per year
After 15 years of service	-	additional \$400 per year for a total of \$800. per year
After 20 years of service	-	additional \$400 per year for a Total of \$1,200 per year.

Void - See New Salary Schedule  
Attached to back

[illegible]

IT IS HEREBY STIPULATED AND AGREED by and between the BOARD OF EDUCATION OF THE PLAINEDGE UNION FREE SCHOOL DISTRICT and the CIVIL SERVICE EMPLOYEE'S ASSOCIATION, INC., LOCAL 100, AFSCME-AFL-CIO Nurses Local 865, that the 2005-2010 collective bargaining agreement between them shall be amended by deleting the following language which appears at Schedule A (A-1.04).

Salary Step Credit for Prior Experience

Registered nurses may be given salary step credit for prior school nurse experience on a year-for-year basis, except that during the first year of this contract, all newly hired registered nurses shall be placed on Step 1. During the second year of this contract, newly hired registered nurses maybe hired at Step 2. During the third year of this contract, newly hired registered nurses may be hired at Step 3.

Said language shall be replaced with the following:

Salary Step Credit for Prior Experience

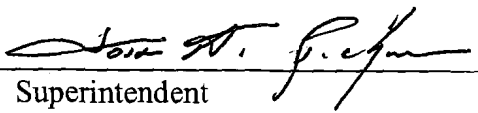
Newly hired registered nurses may be given salary step credit for prior nursing experience, particularly for those experiences related to physical assessment skills on children. The assessment of prior nursing experience, and the determination of salary step credit, will be based on information provided on the employment application as well as information obtained during structured interviews. Newly hired registered nurses may be given salary step credit according to the following formula:

- Full-time school nurse experience and full-time pediatric experience (*includes pediatric care in a hospital, doctor's office, or homecare environment*): 1 step for each 3.0 years
- Other full-time registered nurse experience: 1 step for each 3.5 years
- Part-time registered nurse experience: Partial salary step credit for part-time experience may be given, based on the type of work experience and the proportion of hours worked relative to full-time experience.

The Superintendent shall make the final determination regarding salary step credit. Such decisions shall be final and binding.

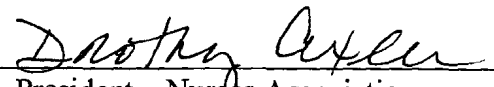
Dated: 12/14/05

PLAINEDGE UNION FREE SCHOOL DISTRICT

By:   
Superintendent

Dated: 12/19/05

CIVIL SERVICE EMPLOYEES' ASSOCIATION

By:   
President - Nurses Association

PLAINEDGE PUBLIC SCHOOLS  
Office of the Superintendent

MEMORANDUM

TO: Dr. Patricia Rufo

FROM: Christine P'Simer 

SUBJECT: Nurses' Contract

DATE: July 12, 2007

Attached is the new salary schedule for the nurses. This corrects the inaccuracies in the original salary schedule approved by the Board of Education on August 13, 2005. This salary schedule reflects an increase in days from 180 to 182 this year and salary increases of 3.75% for 2007/08, 4% for 2008/09 and 4% for 2009/2010.

Please include this in your contract book and have the new salary schedule entered in WINCAP.

Should you have any questions or require additional information, please contact me.

pc: Ms. C. Costa

**Nurses Contract**  
**Revision to Salary Schedule**  
**Increase days from 180 to 182**  
**Apply % as in Schedule A-1.01**

07/08	08/09	09/10
-------	-------	-------

Step	06/07	3.75%	Add 2 Days	07-08 Final	4.00%	4.00%
1	29,698.00	30,811.68	342.35	31,154	32,400	33,696
2	31,525.00	32,707.19	363.41	33,071	34,393	35,769
3	33,340.00	34,590.25	384.34	34,975	36,374	37,829
4	35,204.00	36,524.15	405.82	36,930	38,407	39,943
5	37,069.00	38,459.09	427.32	38,886	40,442	42,060
6	38,896.00	40,354.60	448.38	40,803	42,435	44,133
7	40,736.00	42,263.60	469.60	42,733	44,443	46,220
8	41,744.00	43,309.40	481.22	43,791	45,542	47,364
9	42,790.00	44,394.63	493.27	44,888	46,683	48,551
10	43,861.00	45,505.79	505.62	46,011	47,852	49,766
11	44,730.00	46,407.38	515.64	46,923	48,800	50,752
12		47,335.52	525.95	47,861	49,776	51,767
13						52,802

[illegible]

**Nurses Contract**  
**Revision to Salary Schedule**  
**Increase days from 180 to 182**  
**Apply % as in Schedule A-1.01**

07/08	08/09	09/10
-------	-------	-------

Step	06/07	3.75%	Add 2 Days	07-08 Final	4.00%	4.00%
1	29,698.00	30,811.68	342.35	31,154	32,400	33,696
2	31,525.00	32,707.19	363.41	33,071	34,393	35,769
3	33,340.00	34,590.25	384.34	34,975	36,374	37,829
4	35,204.00	36,524.15	405.82	36,930	38,407	39,943
5	37,069.00	38,459.09	427.32	38,886	40,442	42,060
6	38,896.00	40,354.60	448.38	40,803	42,435	44,133
7	40,736.00	42,263.60	469.60	42,733	44,443	46,220
8	41,744.00	43,309.40	481.22	43,791	45,542	47,364
9	42,790.00	44,394.63	493.27	44,888	46,683	48,551
10	43,861.00	45,505.79	505.62	46,011	47,852	49,766
11	44,730.00	46,407.38	515.64	46,923	48,800	50,752
12		47,335.52	525.95	47,861	49,776	51,767
13						52,802



