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

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Employer Name: **Yorktown Central School District**

Union: **Yorktown Professional Registered Nurses Unit, CSEA, AFSCME, AFL-CIO**

Local: **Westchester County Local 860, 1000**

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**AGREEMENT**

**BY AND BETWEEN THE  
YORKTOWN CENTRAL SCHOOL DISTRICT**

**AND**

**CSEA, LOCAL 1000 AFSCME,  
AFL-CIO**

**YORKTOWN PROFESSIONAL  
REGISTERED NURSES UNIT  
WESTCHESTER COUNTY LOCAL 860**

**JULY 1, 2012 - JUNE 30, 2015**

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**ARTICLE 1**  
**RECOGNITION**

1.1 The Board of Education of the Yorktown Central School District hereby recognizes the Civil Service Employees' Association, Inc., Local 1000, American Federation of State, County and Municipal Employees' Union, AFL-CIO, as the exclusive employee organization representing the Yorktown Professional Registered Nurse Unit, Westchester County Local 860, for the purpose of negotiating collectively the determination of, and administration of grievances arising under, terms and conditions of employment and for the purpose of entering into written agreements in determining such terms and conditions of employment.

1.2 This recognition is to continue unchallenged until seven months prior to the expiration of this Agreement.

1.3 This recognition is conditioned upon the aforementioned employee organization having affirmed, and hereby reaffirming, through its officers, that it does not assert the right to strike against any Government, or to impose an obligation to conduct, assist, or participate in such a strike.

1.4 The terms "employee organization", "terms and conditions of employment", "Government" and "strike" are for the purpose of this contract to have the same definition as that which is given to them by Section 201 of the New York State Public Employees Fair Employment Act.

**ARTICLE 2**  
**RIGHTS OF THE CSEA**

2.1 Pursuant to the terms and conditions of the Public Employees Fair Employment Act, the Board shall deduct from the wages of all professional Registered Nurses who have so authorized and directed the Board to do so in writing and remit to the CSEA dues for the following professional organization: Yorktown Registered Nurses Unit of the Civil Service Employees Association, Inc. These deductions shall commence at an agreed upon pay period after September 1. Dues deducted after each payroll period will be remitted to the CSEA.

2.2 Pursuant to Section 208.3(b) of the Civil Service Law, the Board agrees to deduct from the wages of all members of the bargaining unit represented by the Yorktown Registered Nurses Unit of the CSEA who have not filed dues deduction authorizations with the Board and amount equivalent to the amount of dues levied by the Yorktown Registered Nurses Unit of the CSEA and to remit the sums so deducted to the Yorktown Registered Nurses Unit of the CSEA. The pay periods for which such deductions shall be made shall be as determined in accordance with the above.

2.3 Delegates of the Professional Registered Nurses Unit shall be granted a total of five days

to attend CSEA workshops, conventions and conferences.

2.4 Professional Registered Nurses may be allowed leave time with pay to attend conferences at the discretion of the building principal.

2.5 This Agreement shall be printed and distributed by the CSEA. A reasonable number of copies shall be provided to the administration.

**ARTICLE 3**  
**WORK DAY, WORK WEEK AND WORK YEAR**

3.1 Professional Registered Nurse work day and work week shall be seven hours per day, thirty-five hours per week, inclusive of a half hour lunch period.

3.2 The regular work year of Professional Registered Nurses shall coincide with the school calendar, but in no event shall it exceed 185 days plus staff orientation day.

3.3 Nurses will report to their assigned schools two (2) days before the students return for the start of the new school year. The early reporting is for new school year preparation time. Nurses may request to report to work 1 additional day earlier with the approval of the Assistant Superintendent of Pupil Services. Nurses will be paid for the days when they report to school for preparation for the school year.

**ARTICLE 4**  
**COMPENSATION**

4.1 Those unit members who were hired prior to April 1, 2014 and are eligible to advance a step on the salary schedule shall do so effective July 1 during each year of this Agreement. The Salary Schedule contained in Exhibit I to this Agreement is deleted with respect to new hires effective April 1, 2014, and thus is inapplicable to them. The minimum/maximum hiring range for employees hired on or After April 1, 2014 is set at Steps 4-9 of the salary schedule set forth in Exhibit I (i.e. \$52,599-\$63,694).

Effective July 1, 2012, each unit member shall receive a 1% salary increase above their 2011-12 school year salary in the form of an off-schedule recurring salary payment, to be added to each unit member's base salary.

Effective July 1, 2013, each unit member shall receive a 1.5% salary increase above their 2012-13 school year salary in the form of an off-schedule recurring salary payment, to be added to each unit member's base salary.

Effective July 1, 2014, each unit member shall receive a 1.75% salary increase above

their 2013-14 school year salary in the form of an off-schedule recurring salary payment, to be added to each unit member's base salary.

For example, a unit member hired prior to April 1, 2014 who was on Step 9 during the 2012-13 school year (\$63,694) will have a 1% increase effective retroactive to July 1, 2012 (a \$637 increase) and will receive a total salary of \$64,331 for the 2012-13 school year. In the 2013-14 school year, such unit member will advance to Step 10 effective July 1, 2013, (\$65,913) and will have \$637 (from the prior year) added to base, so that the base salary to which the 1.5% off-schedule increase is applied becomes \$66,550. The unit member's total salary for the 2013-14 school year will become \$67,548 after the 1.5% off-schedule increase is applied (and \$998 is the marginal additional money received during the 2013-14 school year on account of the 1.5% off-schedule salary increase). For the 2014-15 school year, the unit member will advance to step 11 effective July 1, 2014 (\$68,131) and will have a base salary of \$69,766 prior to the 1.75% off-schedule salary increase (\$637 attributable to the 1% off-schedule increase from the 2012-13 school year plus \$998 attributable to the 1.5% off-schedule increase from the 2013-14 school year). The unit member's total salary for the 2013-14 school year, reflecting a 1.75% increase will be \$70,987.

4.2 Professional Registered Nurses hired prior to April 1, 2014 will advance annually to their new step on the Salary Schedule in Exhibit I, effective July 1 of each year of this Agreement. Professional Registered Nurses hired on or after April 1, 2014 shall not advance on the Salary Schedule, as it is inapplicable to them, as there is no step advancement for those unit members hired on or after April 1, 2014.

4.3 An Educational Improvement Program with the purpose of providing Professional Registered Nurse training shall be established. The Board shall contribute \$2,600 for this program in each of the years of this Agreement. It is expected that the funds provided will be expended each year and shall be expended if there are adequate acceptable proposals for the program recommended by the Educational Improvement Committee and approved by the Superintendent or his/her designee. If, however, the funds provided for any one (1) year are not expended, they will not be carried over to the following year.

4.4 Payment for State mandated courses related to licensure will not be made by funds from the Educational Improvement Program. Rather, the Board will pay for such courses.

4.5 A joint committee consisting of two Professional Registered Nurses appointed by the CSEA and two administrators appointed by the Superintendent shall be established to explore ways in which the Educational Improvement Program can be effectively used. Such use may include stipends for Professional Registered Nurses participating in educational improvement. The committee shall report to the Board and the CSEA by the end of August, 1994.

**ARTICLE 5**  
**COORDINATOR OF NURSES**

5.1 The Nurse Coordinator Stipend shall be \$3,500.00 effective July 1, 2006.

**ARTICLE 6**  
**LONGEVITY**

6.1 After nine (9) years of continuous service in the District and commencing with the tenth (10<sup>th</sup>) year, an honorarium is granted per year in accordance with the following schedule:

Effective July 1, 2010 - \$1,738.00

After fourteen (14) years of continuous service in the District and commencing with the fifteenth (15<sup>th</sup>) year, an additional honorarium is granted per year in accordance with the following schedule:

Effective July 1, 2010 - \$1,738.00

After nineteen (19) years of continuous service in the District and commencing with the twentieth (20<sup>th</sup>) year, an additional honorarium is granted per year in accordance with the following schedule:

Effective July 1, 2010 - \$1,738.00

After twenty four (24) years of continuous service in the District and commencing with the twenty-fifth (25<sup>th</sup>) year, an additional honorarium is granted per year in accordance with the following schedule:

Effective July 1, 2010 - \$1,738.00

**ARTICLE 7**  
**OVERTIME**

7.1 Hours worked at the request of the administration within a work week in excess of 35 hours through 40 hours shall be paid at straight time.

7.2 Hours worked at the request of the administration in excess of 40 hours in a week shall be paid at the rate of time and one half.

7.3 Call Back Pay - Any member of the bargaining unit called back to work either before or after the normal work day shall be guaranteed a minimum three (3) hours pay at time and one-half (1½).

**ARTICLE 8**  
**MILEAGE ALLOWANCE**

8.1 Professional Registered Nurses will be reimbursed at the prevailing district rate when their private vehicle is used with the authorization of the administration on school district business.

**ARTICLE 9**  
**SICK LEAVE**

9.1 Professional Registered Nurses shall receive seventeen sick leave days each year, seven (7) of which may be used each year for illness in the immediate family.

9.2 Sick leave days for persons hired for less than one year will be prorated on a monthly basis.

9.3 Sick leave not taken in any school year will be accumulated up to 180 days to be used solely for sick leave.

9.4 Sick leave is defined as absence from duty because of illness, disability due to pregnancy, childbirth, injury, quarantine, or religious observance. "Religious observance" refers to days on which the religion requires absence from work, and for which appropriate documentation can be provided.

9.5 Any medical examination or immunization required by the Board of Education shall be by doctors designated by the Board and at the Board's expense.

9.6 There shall be a sick bank for the use of the Professional Registered Nurses who have been employed by the Board for more than three years, who have exhausted their personal sick leave accumulation and who are suffering a long-term medical catastrophe. Sick days may be granted to the Professional Registered Nurses out of the bank up to 25 days a year for the entire unit, subject to a per person maximum of 15 days a year, except that if less than 25 such days have been granted by June 30, the Superintendent may grant additional days in a special case up to the 25 day bargaining unit limit. All requests must be made in writing to the Assistant Superintendent of Schools and must be supported by appropriate medical evidence.

**ARTICLE 10**  
**PARENTAL LEAVE**

10.1 Parental leave of up to 24 months will be granted upon request supported by suitable medical evidence without pay or increment. Adoption of a child two years of age or younger



shall constitute grounds for requesting leave under this section. Parental leave must be taken either before the birth or adoption of the child or within 30 days thereafter. A Professional Registered Nurse returning from parental leave must do so at the beginning of a school year, except at the discretion of the Board or except if any appropriate vacancy exists during a school year, unless law requires otherwise. A Professional Registered Nurse on such leave must make known to the Assistant Superintendent by April 1 of the preceding school year her intention to return. There is a restriction of no more than 24 months of parental leave in a five-year period.

#### **ARTICLE 11** **JURY DUTY**

11.1 Leave for jury duty with pay shall be granted to the employee provided that she remits to the district an amount equal to the amount she receives for such jury duty, excluding mileage, provided that in no case may the employee be required to remit an amount in excess of the amount of her salary for the period of such leave.

#### **ARTICLE 12** **WORKERS' COMPENSATION**

12.1 Sick leave days for employees who, as a result of injuries sustained while working for the district as determined by the insurance carrier and/or the Workers' Compensation Board, shall be restored to the employee as follows:

After the district has received from the insurance carrier an amount representing partial reimbursement for wages advanced during the absence of the employee, the following formula shall be used to compute sick leave days to be restored to such employee:

Amount of partial reimbursement for wages advanced during the absence of the employee divided by the employee's daily wage at the time wages were advanced equals the number of days of sick leave to be restored. Fractions of days resulting from the application of the above formula shall not be restored.

#### **ARTICLE 13** **DEATH IN THE IMMEDIATE FAMILY**

13.1 Up to five working days of absence will be allowed for each death in the immediate family. An additional five days, deductible from sick leave, may be used in each such case. Immediate family shall include employee's spouse, children, mother, father, sisters, brothers, grandparents, mother-in-law, father-in-law, or anyone living in the employee's household.

**ARTICLE 14**  
**PERSONAL LEAVE**

14.1 Three working days per year, non-cumulative, are allowed for personal but unstated reasons such as closing on houses and other pressing family needs and not merely for personal convenience. Such leave shall not be used to extend vacation. Professional Registered Nurses requiring a personal day immediately before or after vacation, due to extenuating circumstances, will make application for same by contacting the Director of Pupil Personnel Services of the district. Notice of such leave must be made at least 24 hours in advance, except in emergencies. Personal leave days for Professional Registered Nurses hired for less than a school year will be prorated. Personal leave may not be used the day before or the day after a holiday or recess period.

**ARTICLE 15**  
**PERSONAL INSURANCES**

15.1 The Board will pay 100% of the premium for individual and family health insurance in the Putnam/Northern Westchester Health Insurance Plan ("The Plan") which became effective July 1, 1992, or in an H.M.O. If the cost of the H.M.O. is higher than the cost of the Plan, the Professional Registered Nurse must pay the difference. The Board shall have the option to change health insurance carriers provided the level of benefits is not diminished. Any proposed change shall be submitted to the CSEA at least sixty (60) days prior to the effective date of any change.

This benefit will apply to all members of the unit employed prior to May 1, 1998. An employee hired on or after May 1, 1998 will be eligible for health insurance coverage as above only if the employee works 20 hours or more per week.

The Board will require an employee health insurance premium contribution of eight percent (8%) Individual/8% Family effective July 1, 2012. Effective July 1, 2013, the employee health insurance premium contribution shall increase to nine percent (9%) Individual/9% Family; and effective July 1, 2014, the employee health insurance premium contribution shall increase to ten percent (10%) Individual/10% Family. If the unit member opts for the HMO and the HMO is higher in cost than the Putnam/Northern Westchester Health Insurance Plan, the Professional Registered Nurse must pay the difference in addition to the cost of their premium contribution in the percents set forth above.

The District shall contribute towards the cost of retiree health insurance premiums for unit members who have worked in the District for at least ten (10) years, 60% towards the Individual and 60% towards the cost of Family health insurance in the Putnam/Northern Westchester Health Insurance Plan. Those unit members who have worked for twenty (20) or more years in the District shall be entitled to District premium contributions to the same extent paid on behalf of employees actively employed in this bargaining unit.

15.2 If any member of the Professional Registered Nurses Unit chooses not to have the health insurance coverage provided in Section 15.1 above, the Board will compensate the Professional Registered Nurse at the rate of thirty (30%) per cent of the amount of savings accrued to the Board, or \$4,000.00, whichever is less. Such compensation will be made each year that the Professional Registered Nurse continues to forego health insurance coverage. If the Professional Registered Nurse decides to resume coverage under Section 15.1 because of loss of alternate coverage due to unforeseen events, the Board will restore coverage as soon as permitted under the insurance plan in effect.

15.3 The Board will contribute \$1025.00 per Professional Registered Nurse to the Welfare Fund during the 2006-2007 school year, \$1075.00 per Professional Registered Nurse during the 2007-2008 school year; \$1125.00 per Professional Registered Nurse during the 2008-2009 school year; \$1175.00 per Professional Registered Nurse during the 2009-2010 school year, \$1175.00 per Professional Registered Nurse during the 2010-2011 school year, and \$1175.00 per Professional Registered Nurse during the 2011-2012 school year.

## ARTICLE 16 RETIREMENT

16.1 The Board of Education shall provide New York State Employees' Retirement System Plan 75i in each year of this Agreement.

16.2 Professional Registered Nurses who are full-time and will be eligible to retire under New York State Employees' Retirement System provisions, who have twenty (20) years of service in the profession and who submit to the Board an irrevocable, written resignation six (6) months advance, will be entitled to receive a retirement incentive of ten thousand dollars (\$10,000). However, at the time a nurse informs the Board of his/her resignation, said nurse may specify that he/she waives the payment of ten thousand dollars (\$10,000). In such case, the Board will make a payment of ten thousand dollars (\$10,000) to the YCT Welfare Insurance Fund to be used to provide appropriate future benefits to said nurse. The retirement incentive will be paid the day after the effective date of the nurse's retirement.

For purpose of this clause, notice of intent to retire must be filed with the Board by Jan 1<sup>st</sup>, effective June 30<sup>th</sup> of that year.

16.3 The District shall offer Professional Registered Nurses to participate the sick leave service credit plan available pursuant to Section 41j of the Retirement and Social Security Law whereby ERS will credit employees for up to 165 days based upon unused accumulated sick leave accruals.

**ARTICLE 17**  
**HEARING UPON DISMISSAL FOR CAUSE**

17.1 Professional Registered Nurses who have served for a minimum of three (3) years shall be entitled to a hearing before the Superintendent of Schools or his designee upon dismissal for cause. Such request for hearing must be submitted in writing to the Superintendent of Schools no later than ten days after notification by the District of dismissal. Upon request, the hearing must be held prior to the termination of the employee. The employee will have the right to be represented at such hearing by a designated CSEA field representative.

17.2 There shall be just cause disciplinary arbitration for Professional Registered Nurses (as they are in the non-competitive class of the Civil Service) after completion of five (5) years of service. Apart from engaging a disciplinary arbitrator in lieu of a Section 75 Civil Service Law Hearing Officer, all of the procedures attendant to a Section 75 hearing shall apply, including pay rights, prior to disciplinary outcome, if any. The disciplinary arbitrators shall be Jeffrey Selchick, Louis Patack, Sheila Cole and David Stein. A single arbitrator shall be selected on a rotating basis to the extent practicable or otherwise based on first availability. The decision of the Arbitrator shall be final and binding upon the parties in all regards and the Arbitrator's cost shall be borne equally by the District and the Association.

17.3 Those Professional Registered Nurses who have completed five (5) years and who are entitled to Just Cause Disciplinary Arbitration in Accordance with Paragraph 17.2 above must within ten (10) days of being served with charges elect between a hearing under Paragraphs 17.1 and 17.2 above.

**ARTICLE 18**  
**JOB RETENTION**

18.1 In the event of layoff, Professional Registered Nurses shall be laid off in the inverse order of seniority.

**ARTICLE 19**  
**GRIEVANCE**

19.1 Definition of Grievance – A grievance is defined as any dispute or claim by either party to this Agreement or by any person covered by this Agreement arising out of or in connection with this Agreement. A grievance includes any claimed violation, misinterpretation, or misapplication of this Agreement. A grievance, however, excludes any matter which involves (a) non-approval for reappointment, (b) Board discretion or Board policy, (c) any matter as to which a method of review is prescribed by law or applicable by law, rule, or regulation having the force and effect of law.

19.2 Procedure – Any Professional Registered Nurse who feels aggrieved according to the definition may present his/her grievance informally to his/her immediate supervisor and every effort should be made to resolve the grievance at this level. In the event that the grievance is of such a nature as cannot be informally resolved, the aggrieved may present his/her grievance in writing to the immediate supervisor. The immediate supervisor shall inform the aggrieved party of his/her decision in writing within five work days after the grievance was submitted in writing. In the event that the aggrieved party is not satisfied with the disposition of his/her grievance at this level, or if no decision has been rendered within five work days after the written presentation of his/her grievance, then the aggrieved party may submit his/her grievance in writing within five days to the Superintendent of Schools. The Superintendent of Schools or his designee shall call a hearing at which the aggrieved party shall evidence in support of the grievance. The Superintendent or his designee shall render a decision within five work days of the date of the hearing. In the event that the aggrieved party is not satisfied with the decision of the Superintendent or his designee, or if no decision has been rendered within five work days of the date of the hearing, then the aggrieved party may submit his/her grievance in writing within five days to the Clerk of the Board of Education. Within fifteen school days after such filing, the aggrieved party and the Professional Registered Nurse representative shall meet with the Board to present the grievance. The Board shall inform the aggrieved party and the President of the Professional Registered Nurses of its decision within ten school days following the meeting. The decision of the Board shall be final and binding.

## **ARTICLE 20** **LEGISLATIVE ACTION**

20.1 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.

## **ARTICLE 21** **PERSONNEL FILES**

21.1 An employee shall have the opportunity to review his/her personal folder in the presence of an appropriate official of the Personnel Department upon fifteen days' notice, and to place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse. The personal history folder shall contain all memoranda or documents relating to such employee's performance on his/her job which contain criticism, commendation, appraisal or rating of such employee's performance on his/her job. Copies of such memoranda or documents shall be sent to such employee simultaneously with their being placed in his/her personal history folder.

**ARTICLE 22**  
**SEPARABILITY**

22.1 In the event that any provisions of the Agreement shall at any time be declared invalid by a court of competent jurisdiction or through government regulations or decrees, such decision shall not affect any of the other provisions of this Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in force and effect.

**ARTICLE 23**  
**DURATION OF AGREEMENT**

23.1 This is a closed three-year contract, without reopeners which constitutes the complete and full agreement of the Board of Education, Yorktown Central School District and the Yorktown Professional Registered Nurses Unit of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, and shall be effective as of July 1, 2012 and shall continue in effect through June 30, 2015.

**Dated: Yorktown Heights, NY**

\_\_\_\_\_  
**BOARD OF EDUCATION  
YORKTOWN CENTRAL SCHOOL DISTRICT**

BY: *Jarvis Caboa*  
**President**

**YORKTOWN REGISTERED NURSES UNIT  
CIVIL SERVICE EMPLOYEES ASSOCIATION**

BY: *Victoria Sullivan*  
**President**

BY: *Fred [Signature]*  
**Labor Relations Specialist** 6-11-14

“The Yorktown Central School District, 2725 Crompond Road, Yorktown Heights, New York 10598, does not discriminate on the basis of sex in the educational programs or activities which it operates and it is required by Title IX of the Education Amendments of 1972 not to discriminate in such a manner. The requirement not to discriminate in educational programs and activities extends to employment and admission of students. Inquiries concerning the application of Title IX may be made to Florence O'Connor, Assistant Superintendent, 2725 Crompond Road, Yorktown Heights, New York 10598, Telephone (914) 243-8006.”

**EXHIBIT I – SALARY SCHEDULE  
YORKTOWN PROFESSIONAL REGISTERED NURSE UNIT**

	<b>2012-2015</b>
STEP 1	\$45,943
STEP 2	\$48,161
STEP 3	\$50,379
STEP 4	\$52,599
STEP 5	\$54,818
STEP 6	\$57,037
STEP 7	\$59,257
STEP 8	\$61,474
STEP 9	\$63,694
STEP 10	\$65,913
STEP 11	\$68,131

Professional Registered Nurses hired prior to April 1, 2014 will advance annually to their new step.

For Professional Registered Nurses hired on or after April 1, 2014, the minimum/maximum hiring range shall be \$52,599 – \$63,694.