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**Contract Database Metadata Elements**

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**RECEIVED**  
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**COLLECTIVE BARGAINING AGREEMENT**

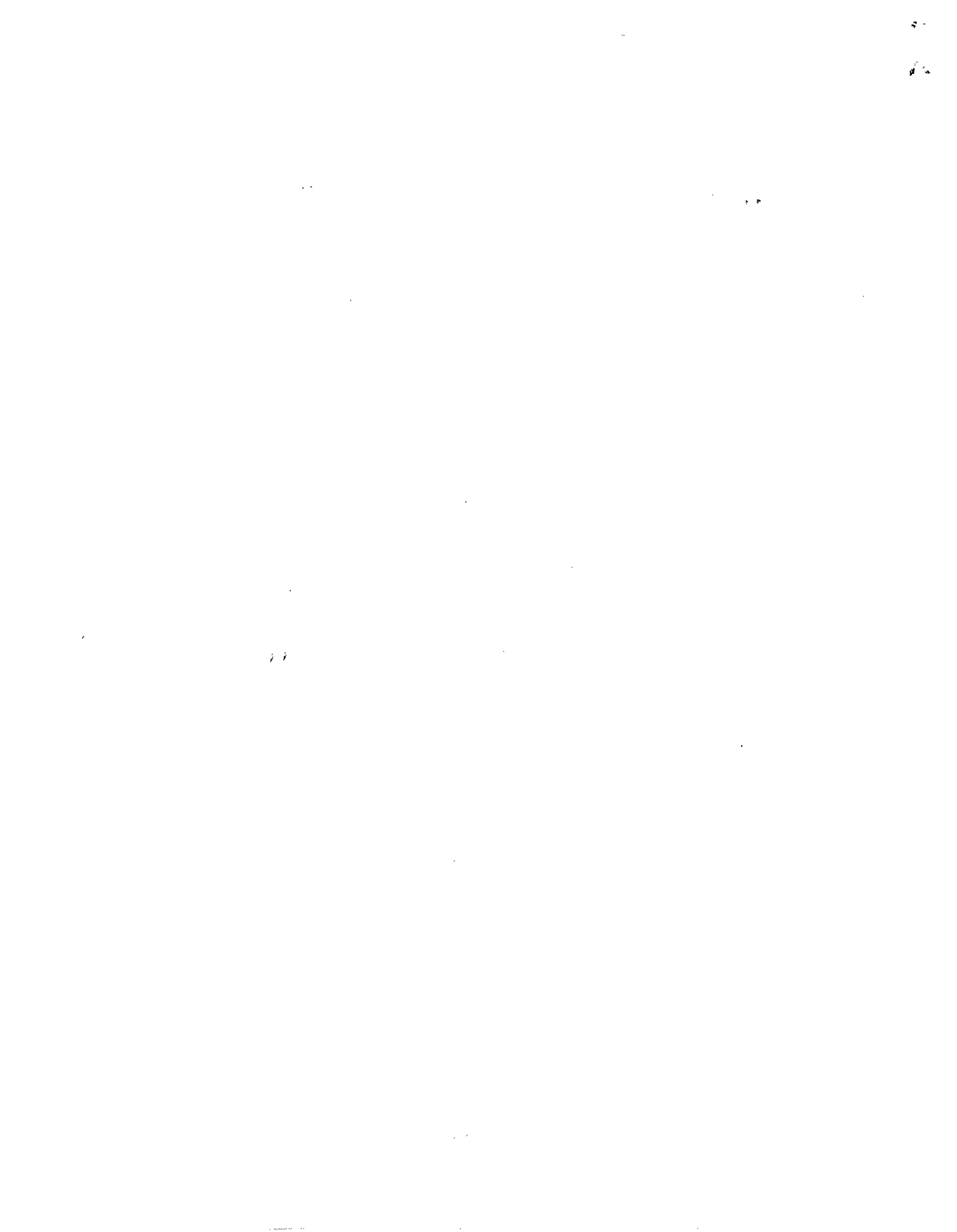
**BETWEEN**

**THE SACHEM SCHOOL NURSES ASSOCIATION**

**AND**

**THE BOARD OF EDUCATION OF THE SACHEM CENTRAL SCHOOL DISTRICT**

**July 1, 2006 through June 30, 2009**



## AGREEMENT

Between the BOARD OF EDUCATION of SACHEM CENTRAL SCHOOL DISTRICT at Holbrook, herein called the BOARD and the SACHEM SCHOOL NURSES ASSOCIATION, herein called the ASSOCIATION.

### ARTICLE I - RECOGNITION

The BOARD recognizes the SACHEM SCHOOL NURSES ASSOCIATION as the exclusive representative and negotiating agent of a unit consisting of registered professional nurses and Licensed Practical Nurses ("LPNS"). The LPNS shall be used for the sole purpose of serving as one-on-one nurses.

### ARTICLE II - WORKING CONDITIONS

1. The work year of nurses shall begin no earlier than one (1) day prior to the first day that students are required to report at the opening of school and will end no later than the last day of teacher attendance. Final exams and regents days are considered days of student attendance. Effective with the 2007/08 school year, nurses will be required to work one additional day before the start of the school year for professional development. The work year of the nurses, other than new personnel who may be required to attend additional orientation sessions, may be scheduled to begin prior to Labor Day, but not before September 1, except that it shall not be on the Friday adjacent to Labor Day
2. The length of the required work day for nurses working at the elementary schools shall be 6 hours and 45 minutes. At the secondary schools the work day shall be 7 hours.
3. The District shall make reasonable efforts to insure that all school nurses have an unencumbered lunch break consisting of thirty minutes. In the event that an Association member is not assigned an unencumbered lunch break, he/she shall be entitled to be paid for this lunch period at a rate commensurate with his/her hourly rate. In addition, in the event that due to unforeseen circumstances an Association member is required to work for more than 50% of the allocated time for a particular lunch break, that Association member shall be entitled to be paid for this lunch period at a rate commensurate with his/her hourly rate.

### ARTICLE III - SICK, PERSONAL, BEREAVEMENT AND TERMINAL LEAVE

1. A nurse shall receive a maximum of ten (10) days sick leave per year. Unused sick days are cumulative and are credited and recorded each June on the individual teacher permanent record cards. Sick leave may be used only to cover absences resulting from personal illness of the nurse.
2. Personal leave of not more than four (4) days annually will be granted for personal business under the following conditions:
  - a. The written application must be submitted for approval to the building principal three (3) days prior to the leave except in case of emergency.
  - b. Personal leave is leave for important affairs requiring the nurse's presence and which cannot be conducted outside of school hours shall be approved for the following reasons:
    - (1) Illness in the nurse's household.
    - (2) The following legal matters: closing a mortgage; income tax audits or hearings required by the Internal Revenue Service; required appearance in court; reading of a Will; and adoption proceedings.
    - (3) Graduation exercises for the nurse's children or spouse, or participation in education of the nurse's children (e.g., CSE meeting, parent conference, graduation ceremonies, moving up ceremony, award ceremony, etc.)
    - (4) Driver's test.
    - (5) Required educational exams.
    - (6) Required parental presence at college registrations.
    - (7) Doctor's appointment; dental appointment, eye examination.
    - (8) Death of relative or close friend.
    - (9) Religious reasons.
    - (10) Other reasons not listed above may be approved by the Superintendent of Schools or his designee.

Unused personal days are cumulative as sick leave.

3. Nurses shall be entitled to three days of bereavement leave per occurrence each year. Days may be used in the case of bereavement for a parent, parent-in-law, spouse, child, sibling, grandparent, or in the case of any other relative or person who resides with the nurse.

A nurse who exhausts his/her bereavement leave and personal leave allocation in a given school year may, in the case of bereavement for a parent, parent-in-law; spouse, child, sibling, grandparent or in the case of any other relative or person residing with the nurse, utilize unused personal days from prior school years.

4. A terminal leave allowance will be granted to nurses who have ten (10) or more years of service in the District upon separation of service. The terminal leave allowance will be calculated at the per diem salary applicable to the nurse in question at the time of separation x 2 the number of accrued sick leave days.

#### ARTICLE IV - FRINGE BENEFITS

1. The District shall provide 100% of the premium cost of individual health insurance and 80% of the premium cost of family health insurance for those both present and future retirees under the New York State Health Insurance Program. However, for those retirees covered under the HMO options, the District will pay a monthly premium dollar contribution equal to that paid for employees under the New York State Health Insurance Program up to a maximum of 100% of the monthly premium cost.
2. The Board shall save nurses harmless from any financial loss, including fees for an attorney to be provided by the Board, arising out of any claim, demand, suit or judgment by reason of any act or omission to act by such nurse within or without the school building provided such nurse, at the time of the act of omission complained of, was acting within the scope of his/her employment or under the direction of the Board. The Board may provide a nurse with an attorney or pay attorney's fees for the defense of a criminal action against the nurse. A nurse who is a spectator at a school approved function shall, for the purposes of this Article, be deemed to be acting within the scope of his/her employment or under the direction of the Board.
3. Whenever a nurse is absent from school as a result of a disability covered by Workmen's Compensation, the nurse will be paid his/her full salary during such disability, less the amount of any Workmen's Compensation Insurance proceeds, and for no more than 180 days and no part of such absence shall be charged to the nurse's sick leave. The cost of medical, surgical and hospital services incurred as the result of any injury sustained in the course

of employment is covered by Workmen's Compensation Insurance.

4. The District shall provide the existing self-insured disability plan, which plan is incorporated herein by reference. The maximum payment is two-thirds of the unit members' monthly income, but in no event may be greater than \$4,200.
5. The District shall pay 92% of the premiums for New York State Health Insurance Program, individual or family, medical insurance for Association members who were hired prior to July 1, 1994. For such employees the District's contribution shall be 89% effective July 1, 2007, and 86% effective July 1, 2008. For Association members hired after July 1, 1994, the District shall pay 75% of the cost of health insurance premiums.

In each of the years of this agreement, the District shall continue so pay for employees covered under the HMO options a monthly premium dollar contribution equal to that paid for employees under the New York State Health Insurance Program up to a maximum of 100% of the monthly premium costs.

6. A nurse may relinquish and waive health insurance coverage as provided by this agreement by notifying the District in writing at least thirty (30) days prior to the effective date of the waiver. Such nurse shall be paid by the District one half of the cash value of the annual health insurance premium that was not paid for such nurse. Such payment shall be made no later than the final salary payment of the school year for which the waiver was effective. To qualify for such payment, the nurse must have been enrolled in the health insurance plan (individual or family) for a period of one year prior to the waiver becoming effective. The nurse shall be permitted to re-enroll in the health insurance plan subject to the rules and regulations governing re-enrollment.
7. The dental insurance plan in effect on June 30, 1985, shall be continued and the District will pay toward the annual premium cost therefore in each of the years of this agreement a sum equal to 80% of said premium cost, the balance thereof to be paid by each Association member.
8. The District reserves the right to change health insurance carriers, or to provide a plan of self-insurance, provided that the Association is given two (2) months notice thereof together with all necessary information and data regarding the new plan of health insurance or self-insurance. Said new plan of health insurance or self-insurance shall not exclude any pre-existing condition nor cause a hiatus in coverage. Further, premium costs to unit members shall not increase beyond costs that would be otherwise payable under the New York State Health Insurance Program, and benefits shall be

equal to or better than the said Health Plan, at the time of the proposed conversion. Upon notice, and an opportunity to discuss such change, the District shall be permitted to effectuate the change in carrier or the conversion of this paragraph shall be immediately submitted to arbitration as proved by Article XVII (4)(d) and (5) prior to the conversion.

9. The District will continue its present practice with respect to health insurance premium payments for retirees.
10. Unit members are eligible to participate in the District's Employee Assistance Plan.

#### ARTICLE V - COMPENSATION

##### 1. Salary

The salary schedule applicable for the 2006/07 school year is attached hereto as Appendix A. A lump sum payment in the amount of \$1,500 shall be made to all active unit members upon execution of the within agreement. Such payment shall not be reflected in and/or impact the salary schedule. Salaries for the 2007/08 school year shall be increased by 3.25%, as reflected in the salary schedule attached hereto as Appendix A. Salaries for the 2008/09 school year shall be increased by 3.35%, as reflected in the salary schedule attached hereto as Appendix A.

- a. To be eligible for movement to the new BA column, an R.N. shall need to present evidence of holding a BA or BS degree or present evidence of having completed thirty (30) semester hours of credit after the completion of the R.N. program.
- b. In lieu of semester hours, the District would grant credit for any approved courses taken at the rate of fifteen (15) hours of contact time for one (1) semester hour of credit.
- c. In order for any courses to be credited for movement to the BA column they must be pre-approved by the personnel office. Such courses will be accepted or rejected on the basis of their relevance to the role of the school nurse or as a component of a recognized BA program in nursing/health-related field.
- d. Credits shall be given for in-service courses in order to move to the BA column. No more than fifteen (15) hours of course credits can be given for in-service courses, unless the individual R.N. is in a certificate program in a health-related field which has been pre-approved for credit.



- e. Total salary for purposes of calculating extra pay, reduction in pay, terminal leave or the alike shall include longevity payments.

2. Longevity

Association members shall receive an annual payment of \$350.00 commencing after their 12<sup>th</sup> year of service in the District. These payments are cumulative thereafter. Starting July 1, 2007, longevity will commence after the 11<sup>th</sup> year of service.

3. Stipend For Lead Nurse

An annual stipend of \$4,695 shall be provided to the person selected by the District to serve as Lead Nurse for the 2006/07 school year. The District shall develop a job description for the position, which may be periodically updated and amended. The stipend reflected above shall be set at \$4,847 for the 2007/08 school year, and \$5,017 for the 2008/09 school year.

ARTICLE VI -STAFF DEVELOPMENT

The District shall have the discretion to require nurses to work up to eighteen (18) hours per year in addition to their normal work schedule for purposes of staff development, meetings with administration, attendance at District in-service programs, professional meetings and other than regularly schedule faculty meetings, and other professional duties. Assignment and allocation of hours among tasks shall be in the discretion of the Superintendent or his designee after consultation with the Association.

ARTICLE VII - TERM OF AGREEMENT

This agreement shall be for the stated term from July 1, 2006 through June 30, 2009.

## ARTICLE VIII - LEGISLATIVE ACTION

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 THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## ARTICLE IX - GRIEVANCE PROCEDURE

1. Purpose: It is the policy of the Board and the Union that all grievances be solved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any state shall bind the immediate parties to the settlement but shall not be precedents in a labor grievance proceeding.
2. Definitions
  - a. A grievance is an alleged violation of an express and specific provision of this agreement or a dispute with respect to the meaning or application of an express and specific provision of this agreement.
  - b. A nurse is any person in the unit covered by this agreement.
  - c. An aggrieved party is the nurse, or group of nurses, who submit a grievance, or on whose behalf it is submitted by the Association, and when it submits a grievance, the Board.
3. Submission of Grievances:
  - a. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
  - b. Each grievance shall be submitted in writing on a form approved by the Board and the Association and shall identify the aggrieved party, the provisions of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
  - c. A grievance shall be deemed waived unless it is submitted within

thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

- d.
  1. A nurse or group of nurses may submit grievances which affect them personally and shall submit such grievances to the Building Principal.
  2. The Association may submit any grievance, if it is limited in effect in one school, the grievance shall be submitted to the Building Principal. Otherwise, it shall be submitted directly to the Superintendent of Schools. By agreement of the Association and the Superintendent, any grievance may be submitted directly to arbitration.
  3. The Board shall present grievances to the President of the Association.
  4. Grievance Procedure
    - a. The Building Principal shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the Building Principal or, if no response is received within one calendar week after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Superintendent of Schools.
    - b. The Superintendent or his designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his position with respect to it no later than two weeks after it is received by him.
    - c. Within two weeks after receiving a grievance from the Board, the Association shall deliver to the Superintendent a detailed Association statement of its position with respect to the grievance. By agreement of the Association and the Superintendent, any grievance may be submitted directly to arbitration.
    - d. In the event the Board is not satisfied with the statement with respect to a grievance, it may, within thirty (30) days after receiving the statement, prepare and serve the other party with a Demand for Arbitration

or a Notice of Intent to Arbitrate, pursuant C.P.L.R. Article 75.

5. Arbitration

a. The Association and the Board agree to use the following permanent arbitrators, in rotating order:

1. David Stein
2. Howard Edelman
3. Martin Scheinman
4. Robert Simmelkjaer
5. Bonnie Weinstock
6. Herbert Marx, Jr.

Both parties will abide by the Rules and Regulations for Voluntary Labor Arbitration of the American Arbitration Association insofar as they do not conflict with the terms of this agreement. The party requesting arbitration shall bear the responsibility of notifying the next available arbitrator on the above list of the need to establish an arbitration hearing. At the conclusion of each year of this contract, either party may strike up to two (2) names from the above list by notifying the other in writing on or before June 30. The parties shall then meet to discuss replacements.

b. The arbitrator's decision will be in writing and will set forth his findings, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to alter, add to or detract from the provisions of the Agreement.

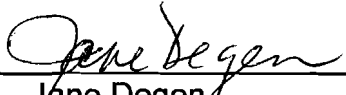
c. The cost for the services of the arbitrator will be borne equally by the School Board and the Association.

d. Nothing contained herein shall be construed to deny to any aggrieved party or party considering himself or itself aggrieved, any rights under any law of the State of New York, the United States or any regulation of the

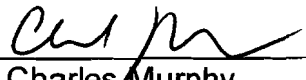
Commissioner of Education of the State of New York.

Dated: Holbrook, New York  
June 19, 2007

SACHEM SCHOOL NURSES  
ASSOCIATION

by:   
Jane Degen  
Association President

SACHEM CENTRAL SCHOOL  
DISTRICT

by:   
Dr. Charles Murphy  
Superintendent of Schools

Sachem School Nurses Association  
Salary Index

Effective July 1, 2006

Step	R.N.	B.A./B. S.
1	\$35,520	\$37,221
2	\$37,221	\$38,922
3	\$38,922	\$40,623
4	\$40,623	\$42,324
5	\$42,324	\$44,025
6	\$44,025	\$45,726
7	\$45,726	\$47,427
8	\$47,427	\$49,128
9	\$49,128	\$50,829
10	\$50,829	\$52,530
11	\$52,530	\$54,231
12	\$54,231	\$55,932

Effective July 1, 2007

R.N.		
Step	7/1/2007	7/1/2008
1	\$36,882	\$38,117
2	\$38,638	\$39,933
3	\$40,394	\$41,748
4	\$42,151	\$43,563
5	\$43,907	\$45,378
6	\$45,663	\$47,193
7	\$47,420	\$49,008
8	\$49,176	\$50,823
9	\$50,932	\$52,638
10	\$52,688	\$54,454
11	\$54,445	\$56,269

BA/BS		
Step	7/1/2007	7/1/2008
1	\$38,638	\$39,933
2	\$40,394	\$41,748
3	\$42,151	\$43,563
4	\$43,907	\$45,378
5	\$45,663	\$47,193
6	\$47,420	\$49,008
7	\$49,176	\$50,823
8	\$50,932	\$52,638
9	\$52,688	\$54,454
10	\$54,445	\$56,269
11	\$56,201	\$58,084

