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Union: **Patchogue-Medford Registered Professional Nurses Association**

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RN/5899

# AGREEMENT

between the

**PATCHOGUE-MEDFORD UNION FREE  
SCHOOL DISTRICT**

and the

**PATCHOGUE-MEDFORD REGISTERED  
PROFESSIONAL  
NURSES' ASSOCIATION**

July 1, 2005 – June 30, 2010

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD  
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This understanding is made by and between the Patchogue-Medford Registered Professional Nurses' Association (hereinafter referred to as the "Association") and the Patchogue-Medford Union Free School District (herein referred to as the "District").

### **ARTICLE I – RECOGNITION**

The District recognizes the Patchogue-Medford Registered Professional Nurses' Association, hereinafter specified as the Association, for the purposes of negotiation, as the exclusive collective bargaining representative for registered nurses of the District.

**ARTICLE II – DURATION**

The terms of this Agreement shall be in effect from July 1, 2005, through  
June 30, 2010.

### **ARTICLE III – WORKING SCHEDULES**

#### **A. Workday**

Nurses shall work a 7.5-hour workday, shall be guaranteed a thirty-minute duty-free lunch hour and shall be granted a fifteen-minute break each morning and another fifteen-minute break each afternoon. No nurse will be expected to serve on duty in a school without another employee or security guard also assigned to duty.

Teacher conference days included in the academic year will be considered a workday for nurses unless otherwise stipulated as a holiday by agreement between the Superintendent of Schools and the President of the Association.

#### **B. Work Year**

The Association members shall work 185 days each school year, 182 of which will follow the academic calendar as adopted each year for the school District. The remaining three (3) days shall be the workdays immediately preceding the first day of student attendance. However, for those days during the summer when the District conducts physical examinations, the nurses shall be given the opportunity to assist in the administering of such physical examinations. For all such days, Association members shall be paid at a per diem rate equal to their annual salary divided by 185.

C. Differentiated Schedules

Nurses hired prior to July 1, 1982, shall not be involuntarily assigned to a differentiated daily, weekly or yearly assignment, but such nurses may apply for differentiated assignments. Nurses hired after July 1, 1982, may be given differentiated assignments which may include, but not be limited to, weekends, evenings, and 4- or 6-day workweeks. Under either plan, a nurse will not be required to work more than 185 days per year.



## ARTICLE IV – LEAVE WITH PAY

### A. Sick Leave

Association members shall be entitled to paid sick leave of ten (10) days per school year. Unused sick leave at the end of each year shall accumulate for purposes of future paid sick leave only.

### B. Bereavement Leave

Association members shall be entitled to bereavement leave to the extent indicated as follows:

1. 4 days for a child, spouse or significant other
2. 3 days for a parent or sibling
3. 2 days for other blood relative
4. 1 day for in-laws and others related by marriage

### C. Other

Association members shall not be required to report to work, nor shall they suffer any loss of pay, for days on which schools are closed due to emergencies or inclement weather.

### D. Personal Leave

Association members shall be entitled to two (2) personal days each year. Unused personal days shall not accumulate for future use or payment.

**ARTICLE V – RETIREMENT**

The District will make the necessary contributions to the New York State Employees' Retirement System under Section 75(G) of the New York State Retirement and Social Security Law.

After ten (10) years of full-time service in the school district, a nurse who retires through the New York State Employees' Retirement System will be eligible to receive credit for accumulated sick leave upon receipt of retirement benefits. The payment shall be equal to 1/200<sup>th</sup> of the salary for the last twelve (12) months of service for a percentage (as specifically provided for at the end of this ARTICLE) of the sick leave accumulation in effect on the nurse's last day of employment.

Notwithstanding the above, unit members shall be paid for sick days accumulated from July 1, 2002, forward in accordance with the formula set forth above. The maximum accumulation shall be 180 days per employee. To be eligible for this benefit unit members need ten (10) years of full-time service with the District. The three (3) active employees who had accumulated sick days frozen on June 30, 1988, shall receive the benefit of those days upon retirement.

The percentage of the sick leave accumulation for which a nurse shall receive payment shall be as follows:

Effective July 1, 2005 .....	35%
Effective July 1, 2006 .....	37%
Effective July 1, 2007 .....	39%
Effective July 1, 2008 .....	41%
Effective July 1, 2009 .....	43%

## ARTICLE VI – FRINGE BENEFITS

A. Jury Duty

Nurses shall not be required to make up days missed for jury duty.

B. Unpaid Leave

Upon request by a nurse, the District may grant an unpaid leave-of-absence of specific duration. Such approval is at the complete discretion of the Superintendent of Schools and the Board of Education and it is not subject to grievance under this collective bargaining agreement.

C. Health Insurance

1. The District shall contribute to the premiums for the Empire Health Insurance Plan for those members of the Association who are regularly assigned to work a minimum of twenty (20) hours per week and who elect to participate in said plan on the basis of individual or individual and dependent. In the event a member of the Association chooses the HMO option, that member will pay the difference between the Empire premium and the premium for the option chosen.

For members of the Association hired on or before August 1, 1988, the District will continue to pay 100% of the premium for the Empire Health Insurance family plan or its equivalent. For members hired on or after August 2, 1988, the District will pay 93% of the premium for the family coverage.

2. Members of the Association eligible to receive health insurance coverage may exchange coverage for additional remuneration as follows: Family coverage - \$2,000; Individual coverage - \$1,000. This amount may be adjusted upward from time to time by the Board of Education. Members who wish to take advantage of the buy-back health insurance provisions shall notify the District in writing of their interest. Certain regulations of the health insurance carrier will prevail should a member wish to retract the buy-back proviso. Nurses who decline the District health insurance and notify the District by August 1 of each school year, shall be paid as indicated above in two equal payments, the first payment to be included in the first paycheck in December and the second to be included in the last paycheck in June. A nurse who declines coverage shall have the option to reinstate the coverage as provided by this Article at any time. The sum paid or to be paid to such nurses shall be prorated. In the event the proration results in a refund to the District, the refund shall be deducted in equal installments from such nurse's salary payments for the balance of the year after reinstatement.  
  
Should a waiting period be required prior to reinstatement in accordance with the regulations of the health insurance carrier, the nurse shall be reimbursed by the District for the cost of interim COBRA coverage associated with the employee's spouse, if

applicable. The amount reimbursed may not be greater than the cost to the District of the policy being reinstated.

3. The District agrees to make payment of premiums for Association members receiving full retirement benefits from the New York State Employees' Retirement System.

This coverage will be either a family plan or an individual plan dependent upon the status of coverage provided on the last day of employment.

Eligibility for such payment is subject to the following stipulations:

- a. The employee has had at least ten (10) years of full-time employment with the district;
- b. The employee has satisfied all of the qualifications for retirement as established by the New York State Employees' Retirement System;
- c. The employee satisfies all of the regulations and qualifications of the health insurance plan.

This provision shall be declared nullified should the employee leave the employment of the District prior to being declared a full-time retired employee by the New York State Employees' Retirement System or should the employee cease to maintain eligibility for retirement benefits as ascertained by the New York State Employees' Retirement System.

Employees who vest for retirement benefits within five (5) years or less of their date of eligibility to receive full retirement benefits may receive health insurance coverage during retirement provided that they maintain continuous coverage as an enrollee during the vested period and provided that they have completed at least ten (10) years of full-time employment with the District prior to vesting.

The payment of premiums will be the responsibility of the vestee.

4. The District shall maintain an I.R.S. Section 125 Plan for all nurses.

D. Group Life Insurance

The District shall pay 50% of the monthly premium for Group Life Insurance in the amount of \$5,000 for each nurse who has more than six (6) months of continuous service and who elects to participate. The District shall pay the entire monthly premium on such life insurance for each eligible employee who has enrolled in the plan and has contributed 50% of the premium for a period of thirty-six (36) consecutive months.

E. Disability Insurance

Coverage under the New York State Disability Insurance Law shall be provided at no cost for all nurses who have more than six (6) months of continuous service. Payment shall be increased to a maximum benefit allowable under New York State Law.

F. Dental/Vision Insurance

The District shall provide unit members with the Equinox Dental Plan and Gold 12 Vision Plan in the same respects as those plans are provided to members of the Patchogue-Medford Full-Time CSEA Unit.

## ARTICLE VII – PROFESSIONAL RESPONSIBILITY

### A. Inservice Training

1. All nurses carry an obligation to maintain a high level of skills and knowledge regarding current trends and innovations as they apply to school nursing. Toward this end, the school district administration shall seek the cooperation and assistance of members of the Association to prepare schedules and to organize the present training courses, workshops, institutes and other programs for all members of the Associations.

When such programs are conducted outside the confines of the regular workday, attendance by nurses shall be optional.

2. The District shall establish an annual fund of \$1,200 which can be used by the members of the Association to attend conferences or seminars relating to the nursing profession. Each nurse shall be limited to one conference day per school year, and the maximum amount that can be drawn from the fund for each nurse for each conference shall be \$110.
3. The superintendent shall have the discretion to designate up to two of the nurses' 185 workdays as conference days for in-service training.

### B. Certification Allowances

1. A stipend of \$400 shall be paid annually to full-time nurses who provide certification that they hold current status as a teacher of Cardio-Pulmonary Resuscitation (CPR) training as provided by the American Red Cross and the American Heart Association. Nurses shall be obliged to attend classes outside of regular work hours to obtain this certification.



2. Association members shall be entitled to a tri-annual payment of \$65 for the purpose of obtaining and maintaining certification status as a teacher of Cardio-Pulmonary Resuscitation.  
  
Association members who are so certified will be given the right of first refusal to provide CPR instruction to employees of the District at the rate paid for such instruction by the District during the school year preceding this contract.
3. An annual payment of \$800 shall be made for all Association members who are certified as an Emergency Medical Technician (“EMT”). The certification must be continually maintained for the annual payment to be required.
4. An additional annual payment of \$800 shall be made for all Association members who are certified as an advanced EMT. The certification must be continually maintained for the annual payment to be required.
5. Payments of these certifications shall be made on or before September 30 of each year. Certifications that are obtained after the commencement of the academic year shall be paid within one month of the attainment of the certification on a pro rata basis. In no event shall the nurses be required to obtain any of the certifications specified herein.

C. Uniforms

Nurses shall be required to wear uniforms while on duty. An annual allowance of \$300 shall be provided to each nurse to reimburse nurses for the

purchase of uniforms. Said allowance shall be paid on the first payday in September and without verification of actual expenses incurred.

### **ARTICLE VIII – MILEAGE**

Nurses required to utilize their automobiles for District business shall be reimbursed at the rate set by the Board of Education at its organizational meeting held in July of each year. Claims for reimbursement shall be made on forms provided by the District and submitted to the Office of Business on a monthly basis.

## ARTICLE IX – PAYROLL

### A. Deductions

Commencing with the second paycheck, and after receiving appropriate written authorization by the nurse, and for so long as such authorization remains in effect, the District agrees to deduct from each biweekly paycheck of such nurse, a portion of the nurse's annual Association membership dues and to transmit the same promptly to the treasurer of the Patchogue-Medford Registered Professional Nurses' Association.

### B. Schedule

Nurses will be paid in the traditional manner as teachers are paid between September 1 and June 30.

## **ARTICLE X – TRANSFERS**

Nurses shall have the right to petition the Superintendent of Schools for transfers of assignment. Before any decision is made regarding transfers, the Superintendent of Schools shall give full consideration to the expressed interests of nurses involved. If a transfer petition is not acted upon, the Superintendent of Schools agrees to meet with the involved nurses and/or their representative to explain the decision of the school district, if such a meeting is requested.

## ARTICLE XI – GRIEVANCE PROCEDURE

A. The term “grievance” as used in this Article XI shall mean any dispute concerning the interpretation or application of the terms of this Agreement or the rights claimed to exist thereunder.

B. All grievances of nurses shall be processed in accordance with the procedure and calendar listed below. In applying time limits, Saturdays, Sundays and holidays shall not count as “days.”

1. Level I

The aggrieved employee, either directly or through the Association Grievance Representative, shall present the grievance to the immediate supervisor within thirty (30) days from the date when the act or condition that is the basis of the grievance was known or could have been known by the grievant. The supervisor shall orally and informally discuss the grievance with the aggrieved employee and shall orally render a determination to the aggrieved nurse within two (2) days after the grievance has been presented by the nurse.

2. Level II

If the nurse is not satisfied with the decision at Level I, within thirty (30) days after the decision in Level I is received, the nurse or the Association representative may file the grievance in writing with the administrator in charge of the school building to which the aggrieved employee is assigned. Such grievance must be answered in writing within ten (10) days after it is received at Level II.

3. Level III

If the aggrieved nurse is not satisfied with the decision at Level II, the nurse or the Association representative may file the written grievance with the Superintendent of Schools within five (5) days after receiving the decision at Level II. The Superintendent of Schools or a designated representative shall promptly arrange a meeting with the aggrieved nurse and the Association representative to discuss the grievance. Within ten (10) days after such meeting, the Superintendent of Schools or a designated representative shall render a written decision with respect to the grievance and deliver it to the aggrieved nurse and to the Association representative.

4. Level IV

If the aggrieved nurse and the Association are not satisfied with the decision at Level III, the Association may request arbitration by giving the Superintendent of Schools written notice. Within ten (10) days after the Superintendent of Schools receives such written notice, representatives of the District and the Association shall meet to designate a mutually acceptable arbitrator. If the parties cannot agree on the selection of the arbitrator, then either party may request the American Arbitration Association to designate an arbitrator in accordance with its rules. The arbitrator's fees and expenses and all charges rendered by the American Arbitration Association for its services shall be shared equally by the District and the Association. The arbitrator's decisions shall be limited

strictly to the application and interpretation of the provisions of this Agreement and shall be without power or authority to make any decisions contrary to or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law. The decisions of the arbitrator shall be advisory only and shall not be binding on either party.



## ARTICLE XII – COMPENSATION

- A. The salary schedules reflected in Appendix “A” attached hereto are calculated as follows:
1. Across-the-board increases of:
    - a. four (4%) percent to the 2004-2005 schedule, effective July 1, 2005
    - b. four (4%) percent to the 2005-2006 schedule, effective July 1, 2006.
    - c. four (4%) percent to the 2006-2007 schedule, effective July 1, 2007.
    - d. four (4%) percent to the 2007-2008 schedule, effective July 1, 2008.
    - e. four (4%) percent to the 2008-2009 schedule, effective July 1, 2009.
  2. A new column shall be added to the salary schedule for any nurse with a B.S. degree. A nurse shall be eligible to be compensated according to this schedule (from July 1, 2005 on) immediately upon presenting evidence of such a degree to the District’s business office. This new column reflected in Appendix “A” (as Schedule “B”) attached hereto, is derived as follows:
    - a. Effective July 1, 2005, multiply each salary step in the nurses’ salary schedule by 1.006 to create the new B.S. schedule.
    - b. Effective July 1, 2006, multiply each salary step in the nurses’ salary schedule by 1.012 to create the new B.S. schedule.

- c. Effective July 1, 2007, multiply each salary step in the nurses' salary schedule by 1.018 to create the new B.S. schedule.
  - d. Effective July 1, 2008, multiply each salary step in the nurses' salary schedule by 1.024 to create the new B.S. schedule.
  - e. Effective July 1, 2009, multiply each salary step in the nurses' salary schedule by 1.03 to create the new B.S. schedule.
- B. On July first of each year nurses shall advance to the next step on the salary schedule, except that nurses who begin working for the District after October first shall advance to the next step on the salary schedule on their anniversary dates.
- C. Unit members shall be eligible for the following longevity amounts in accordance with the number of complete years of service with the District:

	<b>Effective 07/01/05</b>	<b>Effective 07/01/06</b>	<b>Effective 07/01/07</b>	<b>Effective 07/01/08</b>	<b>Effective 07/01/09</b>
15 – 19 Years	\$ 520	\$ 541	\$ 562	\$ 585	\$ 608
20 – 24 Years	\$1,040	\$1,082	\$1,125	\$1,170	\$1,217
25+ Years	\$1,560	\$1,622	\$1,687	\$1,755	\$1,825

## ARTICLE XIII – MISCELLANEOUS PROVISIONS

### A. Lead Nurse

1. The position of lead nurse shall be filled on an annual basis, by appointment of the superintendent.
2. The District shall post a notice to all bargaining unit members, on or before June 1, seeking applicants for this position.
3. The member of the bargaining unit appointed to this position, and accepting such appointment shall have, in addition to the regular duties of a nurse under this collective bargaining agreement, certain additional non-supervisory administrative functions.
4. The lead nurse shall have no supervisory authority.
5. The stipend for the additional duties of this position shall be \$10,000 per year, payable in the regular biweekly paychecks over the course of the school year.
2. The duties attached to this position shall be the same as they have been for this position in the years preceding the 1996-2000 Collective Bargaining Agreement.

### B. Printing of Contract

1. The District shall be responsible for the printing of sufficient copies of this Collective Bargaining Agreement for all bargaining unit members, and shall provide these to the Association President for distribution to unit members.

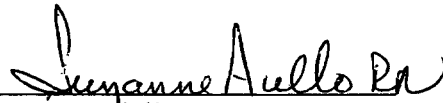
2. Each year the District shall provide the Association President with sufficient copies of the Collective Bargaining Agreement for distribution to newly hired bargaining unit members.

**ARTICLE XIV – STATUTORY PROVISIONS**

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.


IN WITNESS WHEREOF, THE PARTIES HEREBY HAVE HEREUNTO SET THEIR HANDS AND SEALS ABOVE THE DAY AND YEAR WRITTEN.

**FOR THE PATCHOGUE-MEDFORD  
REGISTERED PROFESSIONAL  
NURSES' ASSOCIATION**

By:   
Suzanne Aiello, R.N.  
Association President

Date: 1-13-06

**FOR THE PATCHOGUE-  
MEDFORD UNION FREE SCHOOL  
DISTRICT**

By:   
Michael H. Mostow  
Superintendent of Schools

Date: 1-16-06

**APPENDIX A**

**SALARY SCHEDULES**

**Effective July 1, 2005**  
**2005-2006**

**Schedule A (w/o B.S. Degree)**

**Schedule B (w/ B.S. Degree)**

<u>Step</u>	<u>Salary</u>
0	\$34,355
1	\$35,386
2	\$36,448
3	\$37,542
4	\$38,668
5	\$39,828
6	\$41,023
7	\$42,254
8	\$43,520
9	\$44,827
10	\$46,170
11	\$47,558

<u>Step</u>	<u>Salary</u>
0	\$34,561
1	\$35,598
2	\$36,667
3	\$37,767
4	\$38,900
5	\$40,067
6	\$41,269
7	\$42,508
8	\$43,781
9	\$45,096
10	\$46,447
11	\$47,843

**Effective July 1, 2006**  
**2006-2007**

**Schedule A (w/o B.S. Degree)**

**Schedule B (w/ B.S. Degree)**

<u>Step</u>	<u>Salary</u>
0	\$35,729
1	\$36,801
2	\$37,906
3	\$39,044
4	\$40,215
5	\$41,421
6	\$42,664
7	\$43,944
8	\$45,261
9	\$46,620
10	\$48,017
11	\$49,460

<u>Step</u>	<u>Salary</u>
0	\$36,158
1	\$37,243
2	\$38,361
3	\$39,513
4	\$40,698
5	\$41,918
6	\$43,176
7	\$44,471
8	\$45,804
9	\$47,179
10	\$48,593
11	\$50,054

**APPENDIX A (continued)**

**Effective July 1, 2007**  
**2007-2008**

**Schedule A (w/o B.S. Degree)**

<u>Step</u>	<u>Salary</u>
0	\$37,158
1	\$38,273
2	\$39,422
3	\$40,606
4	\$41,824
5	\$43,078
6	\$44,371
7	\$45,702
8	\$47,071
9	\$48,485
10	\$49,938
11	\$51,438

**Schedule B (w/ B.S. Degree)**

<u>Step</u>	<u>Salary</u>
0	\$37,827
1	\$38,962
2	\$40,132
3	\$41,337
4	\$42,577
5	\$43,853
6	\$45,170
7	\$46,525
8	\$47,918
9	\$49,358
10	\$50,837
11	\$52,364

**Effective July 1, 2008**  
**2008-2009**

**Schedule A (w/o B.S. Degree)**

<u>Step</u>	<u>Salary</u>
0	\$38,644
1	\$39,804
2	\$40,999
3	\$42,230
4	\$43,497
5	\$44,801
6	\$46,146
7	\$47,530
8	\$48,954
9	\$50,424
10	\$51,936
11	\$53,496

**Schedule B (w/ B.S. Degree)**

<u>Step</u>	<u>Salary</u>
0	\$39,571
1	\$40,759
2	\$41,983
3	\$43,244
4	\$44,541
5	\$45,876
6	\$47,254
7	\$48,671
8	\$50,129
9	\$51,634
10	\$53,182
11	\$54,780

**APPENDIX A (continued)**

**Effective July 1, 2009**  
**2009-2010**

**Schedule A (w/o B.S. Degree)**

<u>Step</u>	<u>Salary</u>
0	\$40,190
1	\$41,396
2	\$42,639
3	\$43,919
4	\$45,237
5	\$46,593
6	\$47,992
7	\$49,431
8	\$50,912
9	\$52,441
10	\$54,013
11	\$55,636

**Schedule B (w/ B.S. Degree)**

<u>Step</u>	<u>Salary</u>
0	\$41,396
1	\$42,638
2	\$43,918
3	\$45,237
4	\$46,594
5	\$47,991
6	\$49,432
7	\$50,914
8	\$52,439
9	\$54,014
10	\$55,633
11	\$57,305



