

*CONTRACT AGREEMENT*

**between the**

**William Floyd Union Free School District**

**and the**

**Long Island Public Service Employees Local 342, UMD,  
ILA, AFL-CIO, representing the Nurses Unit**

**July 1, 2019 - June 30, 2024**

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**ARTICLE I - GENERAL AGREEMENTS**

**Section A. Recognition**

The Board of Education of the William Floyd Union Free School District (“the District”) recognizes the Long Island Public Service Employees Local 342, UMD, ILA, AFL-CIO, representing the Nurses Unit (“the Union”) as the bargaining unit for the Registered Nurses (“RN’s”) under the articles of the Taylor Law.

The Union affirms that it does not assert the right to strike against the District, to assist or participate in any strike, to impose an obligation to conduct, assist or participate in a strike, and that it shall not cause, instigate, encourage or condone such a strike.

**Section B. Definitions**

Throughout this Agreement, the term Nurse shall refer solely to all full-time and part-time licensed Registered Nurses (“RN’s”) serving within the District.

The term Board shall refer to the Board of Education of the William Floyd Union Free School District.

**Section C. Legal Aid**

The District agrees to provide legal services consistent with applicable law necessary in the defense of a Nurse who is sued as a result of actions arising out of and in the course of performing the Nurse’s professional duties. The District shall provide coverage to Nurses under its general liability insurance policy for all acts arising out of and taken in the course of performing their professional duties.

**Section D. Separability**

Should any provision of this Agreement be found contrary to law, such provision(s) shall not be deemed valid and subsisting, except as permitted by law. All other provisions will continue in full force and effect.

## **ARTICLE II - PROCEDURES/PRIVILEGES**

### **Section A. Visitation**

A representative of the Long Island Public Service Employees Local 342 (hereinafter "the Union Representative") shall be allowed to visit school buildings to clarify Contract obligations. Such visits shall be made by appointment with the Building Principal and during the building Nurse's non-scheduled time.

### **Section B. Union Announcements/Meetings**

The Union Representative shall be allowed to conduct Union business following the Nursing staff meetings. The Union shall be allowed the use of buildings and mailboxes to communicate Union business. The use of the facility shall follow the Union Representative's appropriate written request for such use as per Board policy.

## **ARTICLE III - PROBATIONARY APPOINTMENTS**

### **Section A. Probationary Term**

Members of the unit hired on or after July 1, 2006 shall serve a two (2)-year "probationary period." Probationary unit members shall enjoy all the fringe benefits available to permanent unit members during the "probationary period." Probationary unit members shall be evaluated periodically by the Building Principal or his/her designee.

### **Section B. Health Examinations**

Each RN may be required to submit to an annual medical examination by the school physician or private physician. If the unit member selects a private physician, he/she must first submit the private physician's bill to his/her insurance company for reimbursement. The District shall pay a maximum of one hundred (\$100.00) dollars toward the unpaid balance of the health examination bill.

Required immunizations, testing for immunity and exposure screening, shall be provided by the Suffolk County Health Department or the school physician, cost to be borne by the District.

## **ARTICLE IV - TRANSFERS/REASSIGNMENTS**

### **Section A. Announcements of Vacancies**

Vacant RN positions shall be advertised throughout the District by sending a notice to each Nurse's office on a special form. Advertisements shall be made within five (5) working days after the vacancy occurs. The advertisement shall contain the location of the job. In all instances, this advertisement shall be sent prior to any action being taken to fill this position. Advertisements of all RN positions, existing or newly created, which occur during the summer shall be sent to the Union Representative, who will notify the membership.

**Section B. Application for Vacant Positions**

District RN's may apply for a vacant position by submitting a written letter of intent to the Assistant Superintendent for Human Resources or his/her designee and the Lead Nurse.

**Section C. Involuntary Transfer**

1. It is understood that RN's are District-wide employees and can be assigned to work at any school building in the District.

Assignments will be designated by voluntary requests where practicable and appropriate.

2. Notice of involuntary transfer or reassignment of Nurses shall be given as soon as practicable. No transfer shall result in loss of salary or deprivation of rights under this Agreement. If a transfer occurs during the school year, a reasonable effort shall be made to provide the Nurse involved with a three (3) day orientation period.

Nurses shall have an opportunity to discuss an involuntary transfer with the Superintendent of Schools or his/her designee and request that the transfer be reconsidered. The Superintendent of Schools or his/her designee will evaluate the reasons given for and against the transfer and make a final determination.

**ARTICLE V - EMPLOYMENT CONDITIONS**

**Section A. Assignments**

Generally, employee assignments shall be as follows:

1. One (1) Nurse per elementary school
2. Two (2) Nurses per junior high or middle school when pupil enrollment exceeds 1700.
3. Two (2) Nurses at the senior high when pupil enrollment exceeds 1700.

Nurses will be notified in writing of their salaries and tentative building assignments for the coming year. Notification will be received by June 5, and written acceptance shall be returned to the District Office within ten (10) working days. Failure to return a signed acceptance letter will constitute a resignation.

**Section B. Professional Assistance**

Nursing assistance shall be made available when required for testing and other appropriate functions. Clerical assistance shall be provided as necessary in buildings where the pupil enrollment exceeds one thousand (1,000) students.

**Section C. School Year**

The regular work year for Nurses shall consist of all days that Teachers work, including Superintendent’s Conference days.

**Section D. Working Hours**

Effective July 1, 2019, the regular work day for Nurses shall be seven (7) hours and eight (8) minutes. In the event that teachers in the building to which a Nurse is assigned work less than a full workday (*e.g.*, elementary teachers work a half-day at the end of the school year, Regents days at the high school), the workday for the Nurses assigned to such buildings shall be reduced as well and the Nurses shall still be paid as if they worked a full regular school day (7 hours 8 minutes). Notwithstanding the above, the workday of those Nurses assigned as floaters shall not be reduced unless the building to which they are last assigned during the workday has a reduced workday (*e.g.*, if a floating Nurse is assigned to the Elementary in the a.m. and the High School in the p.m., the floating Nurse must complete their afternoon assignments regardless of whether the elementary schools have a half day.).

On Regents exam days, the District may stagger the work schedules of the Nurses assigned to the High School to ensure adequate building coverage. In the event that such Nurses are required to work longer than their normal work day on such days (7 hours 8 minutes), they shall be eligible for additional pay in accordance with Article X(5).

**Section E. Lunch**

RN’s shall have a daily “on-call” lunch period in accordance with the building lunch schedule.

**Section F. Parking Facilities**

Nurses shall have designated parking areas. These areas should be protected, marked and lighted whenever possible. In the event of snow, the facilities shall be cleared.

**Section G. Supplies/Equipment**

The following supplies and equipment shall be provided in each clinic:

- a. desk and chair
- b. file cabinet/lock
- c. shades or drapes
- d. clock, telephone
- e. office/medical supplies
- f. computer

## **Section H. Non-Nursing Duties**

Nurses' duties and responsibilities shall not include non-nursing duties, such as: proctoring, hall or cafeteria duty, attendance office duties and pupil sign-outs for non-medical reasons. Assignments listed above are for example only.

## **Section I. Uniform Allowance**

Each member of the unit shall be appropriately dressed in a "nurse" uniform every day. The uniform allowance of five hundred (\$500) dollars for RN's shall be issued no later than early September under a separate check. RN's will be permitted to wear uniforms of coordinated colors. Nurses shall first be eligible for the uniform allowance following the completion of one (1) year of service. The uniform allowance shall be pro-rated for service of less than a full school year.

Nurses who work less than a full-time schedule shall receive a pro-rated uniform allowance.

## **Section J. Professional Growth**

Attendance at professional conferences/workshops shall be limited to a maximum of two (2) Nurses per approved activity unless otherwise approved by the District Office. The attendees shall make a full written and oral report on the program attended. The District shall provide limited funds for this practice. A written request to attend such conferences/workshops shall be submitted to the Lead Nurse. The Lead Nurse shall then request such attendance in writing to the Assistant Superintendent for Human Resources.

## **Section K. Paraprofessional Assistance**

Nurses shall participate in the interview process for the selection of paraprofessionals assigned to the nurse's office. Additionally, Nurses' input shall be solicited by the building administrator to be considered in the annual evaluation of such paraprofessionals. The Building Principal however, shall have the ultimate determination in the selection, placement and evaluation of all paraprofessionals in his/her building.

If a paraprofessional's performance is deemed less than satisfactory by the Nurse, a review of the paraprofessional's performance shall be undertaken by the Building Nurse, Building Principal, Lead Nurse and Assistant Superintendent for Human Resources. If the supervisors agree with the Nurse's assessment, every effort shall be made to reassign or remove the paraprofessional from the clinic.

## **Section L. Salary Deductions**

RN's shall have the right to have health insurance and other deductions withheld from their salaries, subject to the limits of the computer system. RN's may authorize such deductions by submitting a signed authorization card to the business office. These deductions shall be forwarded within a reasonable amount of time.

Such authorizations shall continue in full force and effect unless revoked in writing by the RN. The Business Office shall submit such deducted monies to appropriate parties to which the monies have been assigned.

A unit member, at his/her sole discretion, may also permit the District to make automatic deductions from his/her wages for the cost of supplemental insurance (AFLAC) premiums provided he/she submits a written request to the Assistant Superintendent of Human Resources, granting the District permission to make such deductions. Once such request is formally made, the District shall remit such deductions to the appropriate insurance carrier until the employee submits a formal request in writing to the Assistant Superintendent of Human Resources, to cease such deductions.

Unit members shall have the right to have deductions for voluntary employee contributions to a New York State Deferred Compensation Plan (Section 457 Plan and/or Section 403(b) Plan and/or Section 403(b) Roth Plan) and premiums for short term disability insurance (at the employee's expense) withheld from their salaries. Unit members shall authorize such deductions by submitting a signed authorization to the Business Office. Such authorization shall continue in full force and effect unless revoked in writing by the unit member. The District shall remit such deducted monies to the appropriate party.

#### **Section M. Lead Nurse Position**

The unit member who is selected by the District to act as the "Lead Nurse" shall receive an annual stipend in the amount of ten (10%) percent above such unit member's base salary. The job duties and responsibilities of the Lead Nurse position, as developed by the District, are attached hereto as Appendix D.

### **ARTICLE VI - LEAVES**

#### **Section A. Sick/Personal Days**

1. Full-time Nurses shall be granted a total of ten (10) sick and two (2) personal days each school year. Unused sick days shall accumulate. Nurses may request up to two (2) additional personal days which would be charged to sick leave if available. One (1) unused personal day per year may be accumulated. Effective July 1, 2014, sick and/or personal days shall be pro-rated for service of less than a full year.
2. Effective July 1, 2014, those part-time employees who work at least fifty (50%) percent of the full-time work schedule shall receive a pro-rated amount of sick/personal days.
3. Effective July 1, 2014, unused personal days shall be converted into sick days at the end of each year and Nurses shall be permitted to take sick leave for an illness in the immediate family. Accumulation of sick days for the purposes of use, only, shall be unlimited. Upon separation from employment with the District, any potential pay-out for accrued but unused sick leave shall be governed by the terms and conditions set forth in Article XI (Severance/Retirement).

4. Effective July 1, 2014, in the event a unit member (full-time or part-time) separates from the District before accruing the sick/personal days used, he/she shall have the value of the “borrowed” days deducted from their final paycheck, or if such check is insufficient to cover the amount owed, the employee shall pay the District back for such “borrowed” days prior to his/her last day of employment.
5. All requests for the use of personal leave shall be submitted to the Building Principal or his/her designee on the applicable District form at least forty-eight (48) hours in advance of such leave (except in cases of emergency). Personal leave days may only be taken for personal business which cannot be scheduled or transacted at any other time than during the normal work day. No personal leave days will be granted immediately preceding or following holidays or vacation periods.

### **Section B. Long Term Disability**

#### 1. No pre-existing condition:

- A. Should a Nurse experience a serious illness/disability requiring a long term absence, the following shall apply:

1. For illnesses or injuries that are not job related, the District shall require the Nurse to expend his or her accumulated sick and personal days during the disability plan’s waiting period. After the ninety (90) calendar day waiting period, the Nurse shall be eligible to receive the monetary disability payment from the plan. If a Nurse has less than ninety (90) days in his/her accruals of sick or personal days, then the Nurse may apply to the Board of Education for a fully paid catastrophic leave of up to ninety (90) days. Such decision by the Board shall not be unreasonably denied and is not subject to the grievance procedure.

2. For illnesses or injuries that are job related (medical documentation and review required) the District shall not require the Nurse to utilize accumulated sick and personal days in order to satisfy the disability plan’s ninety (90) calendar day waiting period. The District shall pay the Nurse his/her regular salary during the ninety (90) calendar day waiting period. After the ninety (90) calendar day waiting period, the Nurse shall be eligible for the disability plan’s prescribed payment schedule.

#### 2. Pre-existing conditions:

Definition - A pre-existing condition shall be defined as a “sickness or injury for which the insured received medical treatment, consultation care or services including diagnostic measures, or had taken prescribed drug or medicines in the three (3) months prior to the insurer’s effective date.” The Long Term Disability plan does not provide coverage for any disability caused by, contributed to by, or resulting from a pre-existing condition.

Should a Nurse experience an injury or illness that would usually qualify for Long Term Disability coverage but due to a pre-existing condition would not qualify for such coverage, the following shall occur:

a. For illnesses or injuries that are not job related, the Nurse shall utilize all of his/her accumulated sick and personal days. After exhaustion of a Nurse's sick and personal leave, and upon presentation of acceptable medical documentation, the affected Nurse shall be provided full pay (100% of annual salary based on the time the period of disability commenced) and benefits for a period not to exceed three (3) months.

b. For illnesses or injuries that are job related, the Nurse must file a workers' compensation claim. Illnesses or injuries that are determined to be job related (medical documentation and review required) shall not require the Nurse to utilize accumulated sick and personal days for the first ninety (90) days of his/her disability. The District shall pay the Nurse's full salary for the ninety (90) day period. Should the disability continue after the initial ninety (90) day period, the Nurse shall begin to utilize his/her accumulated sick and personal days. Upon notification of the financial settlement or payments made to the District based on the workers' compensation claim, the District shall return sick days back to the Nurse's sick day leave bank at the percentage calculated by the following formula. The employee shall have restored to him/her the actual number of sick days expended, multiplied by the fraction represented by the amount of the workers' compensation settlement over the employee's salary entitlement for the time period the employee was disabled. Thus for example:

workers' compensation award equals:	\$1,200
sick days expended equals:	20
salary for the 20-day period equals:	\$2,000

$$20 \text{ days} \times \frac{1,200}{2,000} = 12 \text{ days restored to employee}$$

After all accumulated sick and personal days have been used and the Nurse is still unable to return to work due to his/her disability, and upon presentation of acceptable medical documentation, the Nurse shall be provided full pay (100% of annual salary based on the time the period of disability commenced) and benefits for a period not to exceed three (3) months.

### **Section C. Bereavement Leave**

Up to five (5) days at any one time will be granted in the event of death of a unit member's spouse, child, step child, son-in-law, daughter-in-law, parent, step-parent, father-in-law, mother-in-law, sibling or other member of the immediate household.

Up to three (3) days will be granted at any one time in the event of death of a unit member's grandparent, brother-in-law, sister-in-law, uncle, aunt, niece, or nephew unless

said relative is a member of the immediate household, in which event the unit member will be entitled to five (5) days.

When there are reasonable grounds to believe that the bereavement leave is being abused, the District may require an employee to complete a Bereavement Leave Form provided by the District certifying the name of the deceased, the date the death occurred, and the relationship of the deceased to the employee.

The preceding list of relatives is intended to refer only to the deaths of an employee's personal relatives. Bereavement leave does not apply to the deaths of the relatives of the employee's spouse.

#### **Section D. Child Rearing Leave**

##### 1. Definitions

- a. "Child Rearing Leave" shall mean a leave taken voluntarily by a Nurse employed by the District immediately following the birth or the adoption of a child(ren) on not less than sixty (60) days written notice to the Board.
- b. All leaves will terminate with the conclusion of the school year.
- c. Time spent on leave shall not accrue for the purpose of salary, seniority or any other credit.
- d. Such leaves shall be without pay or other employee benefits.

##### 2. Child Rearing Leave

Nurses shall be entitled to an unpaid child rearing leave for up to one (1) school calendar year. The Board may, at its discretion, grant up to one (1) additional year of child rearing leave, consecutive to the first year.

The District may terminate the child rearing leave prior to the conclusion of the school year at its discretion and with the consent of the Nurse.

#### **Section E. Court Appearance**

All Nurses shall be granted leave with pay to appear in city, county, state and federal courts and arbitration hearings as a witness, defendant or plaintiff in cases involving the District. When pay is received for appearance in court, except for mileage allowance, the Nurse shall transmit such monies to the District except when this occurs during a Nurse's holiday period. This provision (Section E) shall not apply to proceedings in county, state and federal courts or any other administrative proceedings that have been pursued by a Nurse against the District.

Nurses who are required to serve jury duty shall be paid the difference between their regular salary and their jury duty compensation during the period of their jury duty

service. When pay is received for jury duty services, except for mileage allowance, the Nurse shall transmit such monies to the District within five (5) calendar days after receipt of such monies.

### **Section F. FMLA Leave**

If the reason for any leave provided pursuant to any provision of this Agreement also qualifies for coverage under the Family and Medical Leave Act (“FMLA”), such FMLA leave shall run concurrently with any such leave provided herein. During any period of the leave that qualifies for coverage under the FMLA, the employees shall be entitled to all of the protections and benefits of the FMLA, including but not limited to the continuation of paid health insurance coverage during the FMLA leave period.

### **Section G. Cancer Screening**

Effective July 1, 2019, any leave taken by a member of the unit pursuant to Section 159-b of the Civil Service Law shall, to the extent required by law, be paid leave and shall not be charged to the employee’s accrued leave time (*e.g.*, sick leave, personal leave, vacation). Employees shall use every reasonable effort to schedule such screening outside of regular work hours.

Employees who take a leave of absence pursuant to Section 159-b of the Civil Service Law, as applicable, shall provide at least seventy-two (72) hours written notice of the need for such leave. Upon their return to work, the employee shall provide the District with a note from a medical professional verifying the date and time of their screening and that they received screening for cancer. Failure to do so shall result in such leave being unpaid.

## **ARTICLE VII - EVALUATIONS/PERSONNEL FILE**

### **Section A. Formal Evaluations**

The annual written formal Nurse evaluation shall be prepared by the Building Principal or his/her designee on the form attached hereto as Appendix A. In addition to the Building Principal or his/her designee, Nurses’ evaluations shall also be performed by the Lead Nurse.

### **Section B. Personnel Files**

Nurses may review their personnel file upon sufficient notice and beyond the Nurse’s workday. Review of such file shall be in the presence of an appropriate administrator and shall not pertain to placement folders nor references.

During regular working hours, Nurses shall be able to review their files and be given copies of any material in the file, except references. Review of the file must be in the presence of a representative of the personnel department. Nothing, except references, may be entered into the nurse’s file without sending a copy of same to the nurse. Nurses

reserve the right to make additions of a professional nature to their file. Any of these additions can be brought to the Superintendent's attention for review and appropriate action.

## **ARTICLE VIII - GRIEVANCE PROCEDURE**

### **Section A. Definition**

A "grievance" is a claim of a Nurse or a group of Nurses regarding the interpretation, meaning, or application of any of the provisions of the Agreement or any successor agreement entered into pursuant to this Agreement.

### **Section B. Purpose**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the working conditions of Nurses. These proceedings will be kept informal and confidential at all levels of the procedure.

Nothing herein contained will be construed as limiting the right of any Nurse having a grievance to discuss the matter informally with the appropriate member of the administration, and having the grievance adjusted without intervention of the Nurses' Union.

### **Section C. Grievance Process**

**STEP I** The Nurse informally confers with his/her Building Principal within five (5) business days of the events giving rise to the grievance.

**STEP II** If the grievance is not resolved in STEP I, the Nurse shall submit in writing the claim of a grievance to the Assistant Superintendent for Human Resources within fifteen (15) business days of the events giving rise to the grievance. The Building Principal shall submit his/her proposed resolution in writing. These written statements will be reviewed by two (2) Assistant Superintendents. A meeting shall be convened within ten (10) business days of receipt of the first written statement and be attended by the Nurse, the Union Representative and the Assistant Superintendent for Human Resources or his/her designee.

**STEP III** If the grievance is not resolved in STEP II of the grievance process, a review and resolution by the Superintendent of Schools shall be rendered within ten (10) business days of the meeting. The Superintendent's determination shall be binding.

**Section D. Rights of the Nurse**

No reprisals of any kind will be taken by the Board or any member of the administration against any participant in the grievance procedure by reason of such participation. No record of grievance procedure shall be placed in personnel files.

**ARTICLE IX - FRINGE BENEFITS**

**Section A. Life Insurance**

Full time unit members shall be entitled to a fully paid group life insurance policy providing a death benefit of not less than seventy-five (\$75,000) dollars. The death benefit shall be subject to the terms of the carrier and/or plan.

**Section B. Health Insurance**

Part-time RN’s shall not be eligible for health insurance coverage unless they are regularly assigned to work at least an average of thirty (30) hours per week as per the Affordable Care Act.

Effective July 1, 2018, all unit members who receive health insurance coverage from the District shall contribute eight (8%) percent of their applicable Health Insurance premiums (individual and/or family) based on the NYSHIP (Empire Plan) premium.

Effective July 1, 2019, active unit member contributions shall be based on the Empire Plan premium rates and shall increase in each year based on the following schedule, except however, in any school year that the Revenue Formula results in a percentage increase less than 0.25%, there shall be no health insurance percentage contribution increase in that school year. In any school year that the Revenue Formula results in a percentage increase greater than 0.25% but less than 1.0%, the health insurance percentage contributions shall increase by one-half (½) of the percentage that is set forth below in that school year:

July 1, 2019:	an additional 1%
July 1, 2020:	an additional 1%
July 1, 2021:	an additional 1%
July 1, 2022:	an additional 1%
July 1, 2023:	an additional 1%

Only the primary enrollee shall be required to make the applicable Health Insurance contributions where two (2) District employees are spouses or domestic partners.

Effective October 1, 2019, members of the unit shall not be eligible for the District’s health insurance and prescription drug coverage while eligible for coverage under a plan from another source (*e.g.*, a spouse) that provides for the NYSHIP Empire Plan or a plan which matches the NYSHIP Empire Plan or a plan that provides better coverage than the NYSHIP Empire Plan. If the unit member would be required to contribute more towards such alternative coverage than the dollar amount of what they would have had to

contribute for coverage from the District, then the District may, at its option, decline to cover the unit member and to pay the employee an amount equivalent to the difference between the required contribution amount for such alternative coverage and the amount they would otherwise have had to contribute for coverage from the District (to be reimbursed on a semi-annual basis), plus the net of any declination payment for which they would otherwise have been eligible from the other source (to be paid on an annual basis). Unit members ineligible for coverage as a result of this provision shall be eligible for the declination of health coverage benefit outlined in Section IX(E) below.

Notwithstanding the above, unit members who are ineligible to receive the District's health insurance and prescription drug coverage as a result of the preceding paragraph, shall not be eligible for the contribution levels set forth above. Such unit members shall instead have the option of selecting only option (a) or (b) below:

- a) Enroll in the District provided plan, Island Group Plan 6 (which continuously reflects the equivalent to the then current Empire Core Plus Medical and Psychiatric Enhancements benefit program), self-insured by the District and administered by a third party administrator, and contribute 100% of the health insurance premium equivalent costs for the applicable health insurance plan (*e.g.*, family or individual coverage); or
- b) Decline the District provided insurance as set forth in paragraph (a) above and enroll in a health insurance plan that is provided through a source other than the District (which may be the NY State Health Marketplace).

Employees ineligible for coverage as a result of the above provision who are not eligible for dental and/or optical coverage from another source may enroll in the District's dental and/or optical plans outlined below (see Sections C and D), provided, however, that the declination benefits set forth in Section E shall be one thousand dollars (\$1,000) rather than one thousand five hundred (\$1,500) dollars for declining individual coverage and two thousand (\$2,000) dollars rather than two thousand five hundred (\$2,500) dollars for declining family coverage.

Employees ineligible for coverage as a result of this provision who are eligible for dental and/or optical coverage from another source may terminate such coverage from another source and enroll in the District's dental and/or optical plans outlined below (see Sections C and D), provided, however, that the declination benefits set forth in Section E shall be one thousand dollars (\$1,000) rather than one thousand five hundred (\$1,500) dollars for declining individual coverage and two thousand (\$2,000) dollars rather than two thousand five hundred (\$2,500) dollars for declining family coverage.

When a husband and wife are each employed in the District only one (1) shall be eligible to enroll in the District's health insurance plan. It shall be the sole discretion of the affected couple to designate which of them shall be the health plan enrollee.

The health insurance and prescription drug plans shall be the William Floyd Medical Plan (which shall continuously reflect the equivalent to the then-current NYSHIP Empire Plan) self-insured by the District and administered by a third-party administrator.

Notwithstanding the agreement to replicate the Empire Plan benefits, the parties agree that the following changes to the Plan shall be in effect:

1. Dependent children shall remain eligible for coverage until they reach age twenty-six (26).
2. Under no circumstances shall the District be liable for Medicare A and/or B premiums.

The District may replace the existing plans provided:

1. It gives the Union sixty (60) days' notice; and
2. It consults with the Union and no written objection is received within such sixty (60) days.

If the Union objects to a switch in plans, it shall advise the District in writing during the sixty (60)-day period outlined above and simultaneously file a demand for binding arbitration. In such case, the arbitrator shall commence hearings on such grievance within thirty (30) days and shall render a decision within fifteen (15) days of the close of the hearing.

The standard to be used by the arbitrator to determine whether a switch can be made shall be whether the new plan(s), taken as a whole, is/are substantially equal to the prior plan(s). A switch to the actual Empire Plan which is presently self-insured shall be deemed substantially equal.

No switch in plans shall be made until the arbitrator has ruled on the grievance.

In the event that the health insurance plan offered by the District becomes subject to the excise or "Cadillac tax" of the Affordable Care Act, then at least six (6) months prior to the anticipated effective date on which the tax will take effect, the parties will meet to negotiate changes to the health insurance plan to ensure that the plan will not be subject to the tax. In the event that the parties are unable to agree to such changes prior to the date on which the tax will become effective, the impact of the tax shall be shared equally by the District and the affected employees.

### **Section C. Dental Insurance**

The dental insurance plan shall be the William Floyd Dental Plan. The District shall pay one-hundred (100%) percent of any applicable premiums for dental insurance for all eligible unit members who enroll in the Plan.

The dental insurance plan may be replaced by the District provided the procedures outlined for a health insurance plan switch are followed.

#### **Section D. Optical Insurance**

The vision insurance plan shall be the William Floyd Vision Plan. The District shall pay one-hundred (100%) percent of any applicable premiums for vision insurance for all eligible unit members who enroll in the Plan.

The optical insurance plan may be replaced by the District provided the procedures outlined for a health insurance plan switch are followed.

#### **Section E. Declination of Benefits**

Any unit member eligible for health insurance may voluntarily decline the health, dental and vision insurance benefits for a full twelve (12) month period and be paid One Thousand Five Hundred (\$1,500) Dollars for the declination of Individual coverage or Two Thousand Five Hundred (\$2,500) Dollars for the declination of Family Coverage. Payment shall be made on an annual basis in the second pay period following the completion of twelve consecutive months of declined coverage (*e.g.*, in the second pay period in July 2020 if coverage was declined July 1, 2019 – June 30, 2020; in the second pay period in January 2021 if coverage was declined January 1, 2020 – December 31, 2020). If for any reason an employee decides to opt out of the declination of insurance program during the twelve month period following their enrollment therein, they will forfeit eligibility for the declination payment and be placed back into the insurance plan(s) after meeting the requirements of returning to the plan(s). To be eligible for the declination payment, the unit member may not be enrolled in any part of the District's health insurance plan.

Employees may voluntarily decline health insurance coverage but enroll in the District's dental and/or vision plans outlined above (see Sections C and D), provided, however, that the declination benefit shall be One Thousand (\$1,000) Dollars rather than One Thousand Five Hundred (\$1,500) Dollars for declining Individual coverage and Two Thousand (\$2,000) Dollars rather than Two Thousand Five Hundred (\$2,500) Dollars for declining Family coverage.

The declination for those unit members covered as a dependent on another District employee's health insurance shall be limited to the declination for Individual coverage.

#### **Section F. Perfect Attendance Incentive**

Any member of the unit who has perfect attendance for the school year is eligible for the perfect attendance bonus. Perfect attendance is defined as being present for every scheduled working day during the school year (*i.e.*, uses 0 sick and 0 personal) excluding leave days for bereavement and jury duty. RN's will receive six hundred (\$600) dollars for perfect attendance. Nurses who are regularly scheduled to work less than a full school year shall not be eligible for the incentive. Part-time Nurses who work at least

fifty (50%) percent of the full-time work schedule shall be eligible for a pro-rated amount of the attendance incentive.

In the case of jury duty, documentation of such duty and its duration must be received by the Assistant Superintendent for Human Resources within ten (10) working days of the last day served in order to qualify as an eligible exclusion.

### **Section G. Travel**

Nurses will be paid at the rate per mile established by the Board of Education at their July reorganizational meeting when traveling in their personal car at the direction of the District.

## **ARTICLE X - SALARIES**

### **Section A. Registered Nurses**

Effective July 1, 2019 the base salaries for all unit members for the 2019-20 school year shall be as set forth in Exhibit A of the Memorandum of Agreement for the 2019-24 CBA.

The 2020-2021, 2021-2022, 2022-2023, and 2023-24 salary schedules shall be derived as follows:

1. The cost of the step increment for the unit for the 2020-21, 2021-22, 2022-23 and 2023-24 school years shall be calculated by advancing those unit members eligible for a step increment one (1) step on the salary schedule, calculating the increase in total base salary payroll for the bargaining unit after having done so, and dividing that sum into the total base salary payroll cost for the bargaining unit from the preceding year. This shall be the percentage step increment cost. The parties will meet to determine the cost of the step increment in the February prior to the 2020-21, 2021-22, 2022-23 and 2023-24 school years and shall share all relevant documentation. In the event that the parties cannot agree as to the cost of the step increment, a mutually agreed to neutral party shall assist the parties in resolving the disagreement.
2. The Revenue Formula percentage shall be calculated as set forth below and shall be capped at three and one-half (3.5%) percent for the 2020-21, 2021-22, 2022-23 and 2023-24 school years.
3. Eligible unit members shall advance one step on the applicable salary schedule (Appendix C) on September 1<sup>st</sup>, as applicable, in the 2020-2021, 2021-2022, 2022-2023 and/or 2023-24 school years, as long as the Revenue Formula percentage increase is greater than one-half (½) the percentage cost for the step increment in each of those school years. For example, if in the 2020-21 school year the Revenue Formula is 1.26% and the step increment

cost is two and one-half (2.5%) percent, eligible unit members shall advance one step on the applicable salary schedule.

4. If the Revenue Formula percentage is greater than the percentage cost for the step increment in the 2020-21, 2021-22, 2022-23 and/or 2023-24 school years, then the salary schedules shall be increased in each year, as applicable, by the difference in percentages between the Revenue Formula and the step increment cost. For example, if in the 2020-21 school year, the Revenue Formula percentage is three (3.0%) percent and the step increment cost is two and one-half (2.5%) percent, then the 2020-21 salary schedule shall be increased by one-half (.50%) percent (3.0%-2.5%=.50%).
  5. If the Revenue Formula percentage increase is equal to or less than one-half (½) of the percentage cost of the step increment in the 2020-21, 2021-22, 2022-23 and/or 2023-24 school years, then unit members shall not advance a step, in the applicable school year, and the salary schedules shall be increased by the percentage generated by the Revenue Formula. For example, if in the 2020-21 school year, the Revenue Formula is one (1.0%) percent and the step increment cost is two and one-half (2.5%) percent, then unit members shall not advance a step, and the 2020-21 salary schedule shall be increased by one (1.0%) percent.
- The base salary for the unit member whose base salary is “off schedule” shall be increased in the 2020-21, 2021-22, 2022-23 and 2023-24 school years by the same percentage as is applied to the salary schedule in each school year.

RN’s shall be not eligible for any retroactive salary increase or other benefits set forth herein unless they were on the payroll both on the effective date of the increase and on the date the Memorandum of Agreement is fully executed by the parties.

### Revenue Formula

1. Any annual salary increases for the 2020-2021, 2021-22 and 2022-23 and 2023-24 school years shall be at least the net percentage change in revenue resulting from changes in State Aid and the District’s Property Tax Levy as set forth herein, subject to the caps set forth above. For purposes of this Article only, “State Aid” shall consist solely of “Non-Expense-Driven Aid”, including but not limited to Foundation Aid, Gap Elimination Aid and High Cost Excess Cost Aid. “Expense-Driven Aid,” including but not limited to Transportation Aid, BOCES Aid, Building Aid, Textbook/Library/Software Aid, etc., shall not be considered “State Aid” and shall be excluded for purposes of calculating annual salary increases. In addition, competitive grants and/or categorical aid (*i.e.*, Title 1) shall not be considered State Aid and shall also be excluded for purposes of calculating the annual increase.

The District shall provide the Union with a comprehensive calculation including all applicable state aid and tax levy numbers.

2. For purposes of the calculation of base salary increases only, the District's Tax Levy for the next school year shall be defined as the maximum allowable tax levy that the District could adopt without having to pierce the cap, regardless of what tax levy is included in the adopted budget. For the current school year, the Tax Levy shall be defined as the tax levy adopted by the Board.

3. In no case shall the base salary increase received for the 2020-21, 2021-22, 2022-23 or 2023-24 school years be greater than three and one-half (3.5%) percent higher or less than the base salary received for the previous school year. In no event shall a unit member earn a base salary rate less than he/she did in the previous school year.

4. The applicable annual increase, if any, shall be calculated upon approval of the State and District budgets, utilizing the following formula:

The annual increase equals the sum of the change in the approved Property Tax Levy amount (Section 2) plus the change in the approved State Aid amount (Section 1) divided by the sum of the current State Aid plus the current Property Tax Levy amount.

(A) \$ amount of State Aid as defined for next school year (Section 1)  
minus (B) \$ amount of State Aid as defined for current school year (Section 1)  
equals (C) \$ amount increase/decrease in State Aid

(D) \$ Amount of maximum allowable Property Tax Levy for next year (Section 2)  
minus (E) \$ Amount of adopted Property Tax Levy for current year (Section 2)  
equals (F) \$ Amount increase/decrease in Property tax Levy

Formula for percentage increase:

$$\text{Base Salary \% Increase} = \frac{C+F}{B+E} \text{ divided by } x 100 \text{ (not to exceed 3.5\% cap)}$$

5. In the event that the final State Aid numbers are not known to the District by July 1<sup>st</sup>, the application of the salary increase formula set forth above shall be delayed until the State Aid numbers have been finalized, provided, however, that any base salary increase resulting from the application of the formula set forth above, shall be retroactive to July 1<sup>st</sup>.

6. In any school year in which a bargaining unit member becomes eligible to move to a higher longevity step pursuant to Article X(B), that unit member shall

be eligible to move to a higher longevity step regardless of either the cap or the formula.

The Revenue Formula set forth above shall sunset at the expiration of the Agreement. If the parties have not reached an agreement for a successor Agreement by June 30, 2024, the Step Schedule shall be considered a part of the collective bargaining agreement and shall continue thereafter pursuant to Triborough, unless and until the parties agree to the contrary. In the event there is no agreed upon contract in effect for the 2024-25 school year by July 1, 2024, the salary schedule for the 2024-25 school year shall be generated by increasing each step of the 2019-20 Step Schedule by the percentage increases generated by the revenue formula in each of the years in which the revenue formula was utilized (2020-21, 2021-22, 2022-23 and 2023-24).

**Section B. Longevity Wages**

1. Nurses shall be eligible for the following longevity amounts, which shall not be cumulative:

- After five (5) years of service as an RN in the District -- \$575
- After ten (10) years of service as an RN in the District -- \$1950
- After fifteen (15) years of service as an RN in the District -- \$2650
- After twenty (20) years of service as an RN in the District -- \$3350

2. Nurses who work less than a full-time schedule shall not be eligible to receive a longevity payment pursuant to this Section.

**Section C. Stipends for Educational Degrees**

Nurses who obtain advanced degrees in their fields shall be eligible for the following stipends on an annual basis:

- Associates Degree \$200
- Bachelor of Arts or Sciences \$300
- Masters of Arts or Sciences \$400

Nurses who work less than a full-time schedule shall not be eligible to receive an educational stipend pursuant to this Section.

**Section D. Additional Wages**

Nurses shall be compensated for additional time calculated on a seven (7) hour day for the following:

- 1. Call Backs - Nurses recalled to emergency duty after having worked their seven (7) hours shall be compensated a minimum of three (3) hours pay.

2. Sports Physicals - Nurses responsible for working extra hours completing sports physicals shall be compensated at a rate of time and one half for hours worked beyond their regular workday. Other Nurses called upon to assist shall be compensated at their hourly rate of pay until they have worked thirty-seven and one-half (37.5) hours, then they shall receive time and one-half (1.5X) for hours over thirty-seven and one-half (37.5) hours.
3. Mandated In-service - Required attendance at workshops and in-service programs beyond the school day shall be compensated for at the Nurses' hourly wage.
4. Summer School Nurses - Nurses' salaries shall be consistent and equivalent to summer school instructional staff. Nurses assigned on Regents days, as Nurses, are to be compensated at the daily rate.
5. Mandated Overtime - If the District deems it necessary for a Nurse to work more than seven (7) hours eight (8) minutes on a given day, the Nurse shall be paid at the Nurse's regular hourly rate until they have worked forty (40) hours in a given week. The Nurse shall be paid at the rate of time and one-half their regular hourly rate for hours worked above forty (40) hours in a given week.

In such situations, the District may require the Nurse to remain at work and perform additional duties commensurate with their position for the full eight (8) hours even if the circumstances for which the Nurse was initially required to remain after the end of their regular work day concludes before the completion of the eight (8) hour day.

6. Nurses requested to return to work for "event assignment" as a nurse shall be compensated at the employee's hourly rate or overtime hourly rate, whichever applies.

## **ARTICLE XI - SEVERANCE/RETIREMENT**

### **Section A. Separation/Retirement**

1. Full-time members of the unit who separate from the District and/or retire shall be eligible for either the separation (Section B) or retirement (Section C) benefits set forth herein, but not both. Full-time members of the unit who die while employed by the District shall be eligible for the payment set forth in Section F only.

Separation: subject to the requirements of Section B below, "separation" shall be defined as a full-time Nurse leaving the employ of the District without retiring into the NYS Retirement System and/or retiring after being first eligible to do so without penalty or reduction of pension benefits.

Retirement: subject to the requirements of Section C below, "retirement" shall be defined as a full-time Nurse retiring into the NYS Retirement System by no later than the school fiscal year in which an employee is first eligible to retire in the NYS Retirement System without reduction of pension benefits (*e.g.*, an employee who retires with a penalty or reduction in pension benefits as a result of retiring prior to when they are first

eligible for a full pension without reduction, shall be eligible for the benefits of Section C).

Effective July 1, 2014, full-time Nurses shall be eligible to participate, consistent with applicable law, in a 403B plan as established by the District. Any payments made pursuant to this Article shall be made as a non-elective 403B contribution.

2. If formal disciplinary charges are filed against a member of the unit pursuant to Section 75 of the Civil Service Law, and if the basis of such disciplinary charges would, if proven in a court of appropriate jurisdiction, constitute a crime, the District shall have the right to withhold any severance and/or retirement payments provided in this Agreement, including health insurance into retirement, provided the employee is terminated after being found guilty of such charges after a hearing and/or he/she resigns or retires with such Section 75 disciplinary charges pending against him/her.

### **Section B. Voluntary Separation**

A full-time Nurse who voluntarily separates from his or her employment in the District after completing sixteen (16) years of service or less, shall be paid for up to a maximum of one hundred fifty (150) days of accumulated and unused sick/personal days at the rate of fifty-five (55%) percent of their daily rate of pay in effect at the time of separation.

Any full-time Nurse who voluntarily separates from his or her employment in the District after the date on which the employee is first eligible to retire in the NYS Retirement System without reduction of pension benefits shall be eligible only for the severance benefit in the preceding paragraph regardless of the number of years of service in the District.

A full-time Nurse who voluntarily separates from his or her employment in the District after completing more than sixteen (16) years of service to the District shall receive two hundred and fifty (\$250.00) dollars for each year of service to the District and shall be paid for up to a maximum of one hundred seventy-five (175) days of accumulated and unused sick/personal days at the rate of sixty-five (65%) percent of their regular daily rate in effect at the time of separation.

A full-time Nurse who elects to receive the benefits provided in this paragraph (B) shall not be eligible to receive the benefits provided in paragraph (C) of this Article.

Full-time members of the unit hired on or after July 1, 2009 shall be eligible for the benefits of this paragraph (B) only if they have completed a minimum of twenty (20) years of service in the District at the time of separation.

### **Section C. Retirement**

Those full-time Nurses who have completed a more than sixteen (16) years of service to District, and who immediately upon separation from the District retire into the New York State Retirement System by no later than July 1<sup>st</sup> of the school fiscal year in which they

first become eligible to retire into the New York State Retirement System without penalty or reduction in pension benefits, shall be paid for up to 181 days of accumulated and unused sick/personal days at the rate of eighty-five (85%) percent of his/her daily rate of pay in effect on the effective date of retirement. Upon retirement from the District, the Nurse shall receive the difference between his/her final base salary and the current year's beginning Nurse's salary.

In order to receive the benefits of this paragraph (C), an employee must give written notice to the District not less than ninety (90) calendar days prior to the date the Nurse first becomes eligible to retire into the New York State Retirement System without reduction in pension benefits. In the event of extenuating circumstances, the waiver of notice will be considered.

Failure to give such notice and thereafter actually retire shall be deemed a waiver of the benefits provided in this paragraph (C). A Nurse who elects to receive the benefits provided in this paragraph (C) shall not be eligible to receive the benefits provided in paragraph (B) of this Article.

Full-time Nurses who become eligible to retire shall be permitted to continue in service until the June 30th immediately following their first date of eligibility without losing the benefits provided for in this paragraph.

Full-time members of the unit hired on or after July 1, 2009 shall be eligible for the benefits of this paragraph (C) only if they have completed a minimum of twenty (20) years of service in the District at the time of retirement.

#### **Section D. Retiree Health/Prescription/Dental/Vision Insurance**

1. Full-time unit members who retire from the District and who have completed a minimum of sixteen (16) years of service in the District shall be eligible to continue in the District's health/ prescription/dental/vision insurance plan applicable to active members of the unit into retirement. If the employee elects individual health and prescription coverage, the District shall pay 100% of the premium equivalent. Employees hired on or after July 1, 2019, who qualify for retiree health insurance set forth in this Article, shall contribute the same percentage of premium towards their individual retiree health insurance premiums as they did on their last day as an active employee, up to a maximum of twenty (20%) percent. If the employee elects to continue family health/prescription coverage, the District shall pay 50% of the premium equivalent and the employee shall pay 50% of the premium equivalent. This coverage shall continue until the employee first becomes eligible for Medicare. Family or individual dental and vision insurance coverage shall continue into retirement, as chosen by the unit member, and no retiree contribution is required for retiree dental and vision insurance. Dental and vision insurance coverage shall cease completely (*e.g.*, no opportunity for secondary coverage) upon the employee becoming eligible for Medicare (*e.g.*, upon reaching age 65).

Those members of the unit hired on or after July 1, 2009 shall be eligible for health insurance benefits into retirement set forth above only if they have completed a minimum of twenty-five (25) years of service to the District.

2. If the employee pre-decease's his/her spouse, the employee's spouse shall retain the right to purchase the health and prescription drug coverage on an individual basis at his/her own expense until the spouse first becomes eligible for Medicare.
3. Retired employees who become eligible for Medicare who opt to subscribe to Medicare A and B will be allowed to continue, at District expense, in the District's health and prescription drug plan on a secondary coverage basis only. Under no circumstances shall the District be liable for Medicare A and/or B premiums. Unit members who retire who have completed a minimum of twenty-five (25) years of service to the District shall be eligible for such individual secondary coverage for life. For unit members with between sixteen (16) and twenty-five (25) years of service to the District, such coverage shall extend beyond when the employee first becomes eligible for Medicare as follows: one (1) year of secondary individual coverage beyond when the employee first becomes eligible for Medicare for every three (3) years of service to the District. For RN's who have twenty-five (25) or more years of service in the District, family coverage shall extend beyond when the RN first becomes eligible for Medicare as follows: one (1) year of secondary family coverage beyond when the RN first becomes eligible for Medicare for every three (3) years of service in the District.

Notwithstanding the above, unit members who qualify for retiree health insurance who retire between July 1, 2019 and June 30, 2024, and who have completed at least twenty (20) years of service in the District, shall be eligible for individual secondary coverage for life. The preceding sentence shall sunset as of June 30, 2024 and shall no longer be considered a part of the Contract for any purpose, including Triborough.

RN's eligible for secondary medical coverage may elect to convert all or a portion of their years of secondary medical coverage into individual primary medical coverage for their spouse as long as their spouse is not eligible for Medicare. The conversion rate of secondary coverage for the RN to primary individual coverage for the spouse shall be one (1) year of individual primary coverage for the spouse for every one and one-half (1.5) years of secondary coverage earned by the RN. The total number of additional years of secondary coverage beyond when the employee first becomes eligible for Medicare described in this paragraph shall be reduced by one (1) year for each year short of twenty (20) years of service in the District accrued by the employee by the time of his/her retirement.

4. Any employee who meets the eligibility requirements outlined herein to qualify for health and prescription coverage into retirement who is eligible for comparable health and prescription coverage elsewhere (NYSHIP Empire Plan or

a plan which matches the NYSHIP Empire Plan or a plan that provides better coverage than the NYSHIP Empire Plan), shall not be eligible for District provided coverage as long as the District reimburses the retiree for any contribution required which exceeds that to which they would otherwise have had to contribute towards District coverage. Reimbursement of the difference in premium contribution shall be made on a semi-annual basis.

5. Members of the unit who receive additional years of primary coverage beyond age sixty five (65) by virtue of a change in the age for Medicare eligibility shall have their year(s) of secondary coverage reduced by the same number of year(s).

### **Section E. Death Benefit**

Upon the death of an employee who has served a minimum of six (6) months, the employee's estate shall be paid for the employee's accrued and unused sick/personal leave at the employee's regular daily rate.

## **ARTICLE XII - GENERAL**

### **Section A. Policies Affecting Working Conditions**

Before the Board adopts a change in policy which affects Nurses' terms and conditions of employment, the Board will notify the Union in writing that it is considering such a change. The Union will have the right to meet with the Board or its designee to discuss proposed changes provided that it files a request with the Board within ten (10) days after receipt of notice.

### **Section B. Duration of Contract**

This Agreement shall be effective and in full force from July 1, 2019 through June 30, 2024. It is understood that this document constitutes the entire agreement between the parties. There are no supplemental agreements, oral or written, other than the provisions contained herein.

### **Section C. Labor Management Committee**

The District and the Union shall establish a joint Labor/Management Committee consisting of up to two (2) representatives of the Union and two (2) representatives of the District. The Committee shall meet on an as-needed basis at mutually acceptable times to discuss problems and generally improve communications between the District and the Union. The meetings of such Committee shall be informal in nature. In no event shall the Committee engage in formal negotiations concerning terms and conditions of employment.

**ARTICLE XIII - TAYLOR LAW NOTICE**

**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 XIV – REASONABLE SUSPICION DRUG/ALCOHOL TESTING**

In order to help provide a safe work environment and to protect staff members, students and the public from insuring that District personnel have the ability to perform their assigned duties, the District may require employees to submit to drug/alcohol testing where there is reasonable suspicion of improper drug or alcohol use.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_ day October, 2020.

**For the District:**

**For the Union:**

\_\_\_\_\_  
Robert Vecchio (Date)  
President, Board of Education

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Kevin Coster (Date)  
Superintendent of Schools

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Janet Gilmor (Date)  
Assistant Superintendent

\_\_\_\_\_  
(Date)

**APPENDIX A**

**SCHOOL NURSE EVALUATION**

*NURSE* \_\_\_\_\_ *DATE* \_\_\_\_\_

*SCHOOL* \_\_\_\_\_ *SCHOOL YEAR* \_\_\_\_\_

**OVERALL PERFORMANCE EVALUATION**

\_\_\_\_\_ Meets District Nursing Standards

\_\_\_\_\_ Does Not Meet District Nursing Standards

A formal conference was held on \_\_\_\_\_ with the building principal. I understand that my signature below does not necessarily mean that I agree with the evaluation but have had the opportunity to review it.

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Nurse Date

\_\_\_\_\_  
Signature of Head Nurse Date

\_\_\_\_\_  
Signature of Principal Date

\_\_\_\_\_  
Signature of Coordinator Date

Original: Personnel  
Copy: Nurse, Principal  
Head Nurse, Coordinator  
(Revised 4/99)

# SCHOOL NURSE EVALUATION

	1	2
<b>I. <u>PERSONAL-PROFESSIONAL CHARACTERISTICS</u></b>		
A. Acquires new knowledge and skills for upgrading school nurse practice.	_____	_____
B. Is available for professional assistance whenever necessary.	_____	_____
C. Reflects sound judgment in decision-making and action-taking activities.	_____	_____
<b>II. <u>HEALTH OFFICE MANAGEMENT</u></b>		
A. Creates and maintains an orderly and safe office environment.	_____	_____
B. Maintains accurate, updated records of health information on all students and makes provisions for timely, accurate incoming and outgoing records and reports.	_____	_____
C. Initiates referrals to appropriate persons or agencies on unmet health needs of students.	_____	_____
<b>III. <u>NURSE-STUDENT/PARENT RELATIONSHIP</u></b>		
A. Demonstrates an honest, caring attitude that invites student and parent trust.	_____	_____
B. Demonstrates consistent behavior in assisting students with management of health problems while maintaining confidentiality.	_____	_____
C. Possess resourcefulness and skill in assisting students with health maintenance needs.	_____	_____
<b>IV. <u>PRACTICE SKILLS AND KNOWLEDGE</u></b>		
A. Demonstrates skills appropriate for meeting school health emergencies and practices within the defined school district policies.	_____	_____
B. Demonstrates knowledge and skills in health appraisal techniques.	_____	_____
C. Utilizes resources within school and community to promote optimum delivery of health care services.	_____	_____
<b>V. <u>HEALTH COUNSELING</u></b>		
A. Interprets and utilizes health information with judgment and skill.	_____	_____
B. Assists students, parents and school faculty in exploring alternate approaches to meeting health care needs.	_____	_____
C. Participates in a helping relationship with individuals in families in crisis intervention.	_____	_____
D. Initiates teacher-nurse conference at appropriate intervals to consider the physical, social and emotional health of a student.	_____	_____
<b>VI. <u>HEALTH AND APPEARANCE</u></b>		
A. Demonstrates poise, stability and enthusiasm when communicating in the performance of school nurse practice.	_____	_____
B. Maintains grooming and personal attire appropriate to the professional duties of school nurse function.	_____	_____

**\*RATINGS:**      1. MEETS DISTRICT NURSING STANDARDS  
                      2. DOES NOT MEET DISTRICT NURSING STANDARDS (Specific explanation(s) required)

**ADDITIONAL COMMENTS:** \_\_\_\_\_



## APPENDIX C

2019-20 Nurses		
STEP	SALARY	INCREMENT
1	\$ 43,497.00	
2	\$ 45,046.50	\$ 1,549.50
3	\$ 46,595.50	\$ 1,549.00
4	\$ 48,145.00	\$ 1,549.50
5	\$ 49,695.00	\$ 1,550.00
6	\$ 50,939.40	\$ 1,244.40
7	\$ 52,183.80	\$ 1,244.40
8	\$ 53,428.20	\$ 1,244.40
9	\$ 54,672.60	\$ 1,244.40
10	\$ 55,917.00	\$ 1,244.40
11	\$ 56,988.60	\$ 1,071.60
12	\$ 58,060.20	\$ 1,071.60
13	\$ 59,131.80	\$ 1,071.60
14	\$ 60,203.40	\$ 1,071.60
15	\$ 61,275.00	\$ 1,071.60
16	\$ 62,044.00	\$ 769.00
17	\$ 62,813.00	\$ 769.00
18	\$ 63,582.00	\$ 769.00
19	\$ 64,351.00	\$ 769.00
20	\$ 65,120.00	\$ 769.00
21	\$ 66,096.80	\$ 976.80
22	\$ 67,088.25	\$ 991.45
23	\$ 68,094.58	\$ 1,006.32
24	\$ 69,115.99	\$ 1,021.42
25	\$ 70,152.73	\$ 1,036.74

## **APPENDIX D**

### **Lead Nurse Duties**

Schedule, arrange for, and attend sport physicals with nurses and athletics director.

Schedule and arrange for state mandated screenings.

Coordinate instruction of infection control/exposure control:

- all staff via building nurses
- instruction of employees at risk
- nurses as per license requirements
- special education staff as needed

Update, review and keep records of Infection Control Manual as per OSHA regulations.

Manage all exposure incidents, including follow-through as per policy.

Coordinate administration of OSHA-mandated Hepatitis B immunizations.

Update and interpret health office protocols as established via health office manual in conjunction with NYS guidelines.

District-wide purchasing of health office supplies:

- order supplies routinely used through BOCES bid sheets
- evaluate individual nurses' needs and order additional equipment and supplies as needed
- implement and maintain emergency kits
- inventory and distribute supplies to nurses' offices

Maintain, implement and revise health office letters and forms for district-wide use.

Coordinate district wide health office print orders.

Coordinate, complete and submit yearly immunization surveys for NY State

Communicate with Suffolk County Department of Health regarding communicable diseases and disease outbreaks.

Coordinate, complete and submit BMI surveys for NY State in years in which the district is selected to participate

Interview and provide orientation and instruction of substitute nurses.

- maintain record of necessary licensure requirements
- maintain sub nurse list
- verify credentials and references
- schedule orientation experience prior to employment

Maintain licensure/CPR records on district nurses.

Coordinate and chair 2 district blood drives per year.

Schedule CPR training for district nurses and health aides. Teach the CPR and first aid courses.

Make home visits as needed with attendance officers to assess and meet the needs of families whose health issues impact attendance. Provide health instruction and health advocating if needed.

Provide input for budget preparation for health offices.

Schedule and coordinate school physician activities throughout the year (physicals, meetings, etc).

Consult with school physician regarding pertinent health issues.

Provide medical direction to district nurses.

Coordinate nurse presence at kindergarten registration. Provide information of new registrants regarding health requirements for enrollment. Consult with parents of incoming kindergarteners with health concerns.

Consult with nurses and parents regarding requests for religious or medical exemptions to immunizations.

Provide updates on state mandates and guidelines to district nurses and assistant superintendent.

Maintain list of all students with food allergies and coordinate with school lunch coordinator to help prevent exposure.

Arrange for calibration of equipment yearly as mandated.

Arrange for medical waste disposal yearly as mandated.

Coordinate transfer of records from building to building in June.

Maintain Fifth's Disease occurrence records.

Provide substitute coverage to buildings if there is no nurse coverage available.

Coordinate and maintain consistency of health office practices throughout the district.

Perform role as HPN coordinator for the district. Attend appropriate webinars to keep current with the system and with revised requirements.

Maintain ambulance call occurrence records.

Attend updates and conferences that affect school nursing practice and disseminate information to district nurses.

Maintain membership in professional associations and represent the district at all times in a professional manner.

Communicate with various administrators and chairpeople regarding nursing issues that may impact on their departments (correlating of schedules, etc.)

And, perhaps most important:

Maintain daily communication and follow-up with parents and community members with respect to concerns regarding community health issues and concerns, and concerns regarding their specific children's health.