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Contract Database Metadata Elements

Title: **Miller Place Union Free School District and Miller Place Registered Nurses Chapter, Miller Place Teachers Association (2010) (MOA)**

Employer Name: **Miller Place Union Free School District**

Union: **Miller Place Registered Nurses Chapter, Miller Place Teachers Association**

Local:

Effective Date: **07/01/2010**

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2010-2012 AGREEMENT

-Between-

**THE BOARD OF EDUCATION OF THE MILLER PLACE SCHOOL DISTRICT
(HEREIN CALLED "DISTRICT")**

-and-

**THE MILLER PLACE TEACHERS' ASSOCIATION
CHAPTER OF REGISTERED NURSES
(HEREIN CALLED "CHAPTER")
For July 1, 2010 to June 30, 2012**

Section 204-A Taylor Law Revision: "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."

I. ARTICLE I – RECOGNITION:

The Board of Education and the Miller Place Teachers' Association recognize their responsibilities toward each other and the community for negotiating in good faith and reaching satisfactory agreements on matters of mutual concern. Both parties agree to conduct themselves in accordance with all provisions of Chapter 392 of the Laws of 1967 as amended (Taylor Law).

The Board of Education of the Miller Place Union Free School District, Town of Brookhaven, Miller Place, New York, through a formally adopted resolution has officially recognized the Miller Place Teachers' Association as the Exclusive Negotiation Representative of all the school nurse personnel of the Miller Place Union Free School District, Town of Brookhaven, and hereby renews such recognition.

AGENCY SHOP:

Pursuant to the passage of legislation enabling the implementation of Agency Shop Fee, the Board does hereby agree that no later than fifteen (15) days after the effective date of this Agreement or fifteen (15) days after the date of employment, whichever is later, each employee will pay to the collective bargaining agent each month a service charge toward the administration of this Agreement and the representation of such employee: provided, however, that each employee will have available to him/her membership in the Miller Place Teachers' Association on the same terms and conditions as are available to every other member of the Union. The service charge shall be an amount equal to the collective bargaining agent's regular fee, and monthly fees for each month thereafter in an amount equal to the regular and usual monthly fees. The Board shall deduct such fee in the same manner the membership dues are deducted.

The Miller Place Teachers' Association shall supply the Board with a list of names of non-members at least fifteen (15) days prior to the deduction of any Agency Fee.

II. ARTICLE II – TERM OF AGREEMENT:

This contract shall be in effect July 1, 2010 through June 30, 2012. Failing written notice by either party between October 15, 2011 and January 15, 2012, of desire to commence negotiations, this contract shall be automatically renewed for one year, and for successive yearly periods until timely notice is given. The term "terms and conditions of employment" means salaries, wages, hours, and other terms and conditions of employment.

III. ARTICLE III – GRIEVANCE PROCEDURE:

A grievance is any dispute arising out of the language and/or interpretation of this agreement.

A. Building Employees:

1. Nurses shall have the right to discuss with the Building Principal any grievance.
2. If the nurses feel that their grievance has not been adequately dealt with, they may request a meeting with the Superintendent. At this meeting, the nurse(s) may be represented by no more than two (2) other persons besides him/herself.
3. If the grievance has not been settled to the satisfaction of the nurse after step 2 above, he/she may petition in writing for binding arbitration.

Binding arbitration shall be the last step of the grievance procedure. The American Arbitration Association shall be used, and the cost of

the arbitrator shall be shared equally between the employer and the MPTA Chapter of Registered Nurses.

4. Where groups of nurses of the Chapter feel they have a grievance, they will follow the same procedures as outlined for an individual.

IV. ARTICLE IV – WORKING HOURS AND CALENDAR:

A. Work Week:

1. The work week shall consist of five (5) seven-hour (7) days including a forty-five (45) minute lunch and/or break at such time as approved by the Principal.
2. During the school year, the nurses shall be entitled to all holidays and vacations as scheduled on the school calendar for the year. (Should it become necessary to work during these vacations, regular compensation would be paid.)
3. Any overtime work (e.g., summer school, summer physicals) will be offered first to the in-district nurses.

B. Work Year:

1. The work year for ten-month nurses shall commence on September 1 and terminate on June 30.
2. When school is closed on an emergency basis because of weather conditions or other emergency conditions, the nurses shall not be required to report to work.

V. ARTICLE V – PHYSICAL EXAMS:

Nurses shall have regular physical checkups upon beginning in the District and every three (3) years thereafter. The District reserves the right to require additional physical and mental examinations at the District's expense when deemed necessary by the Board of Education.

The District and the Association will meet to review the current medical form and to make appropriate changes. The medical form will be retained by the examining physician, and he/she will forward a statement to the school district merely indicating any problems which would interfere with the ability to perform the duties of the nurse's position.

VI. ARTICLE VI – LEAVES OF ABSENCE:

A. Child Care Leave:

1. A nurse may request a child care leave upon the birth of the nurse's child or upon adoption of a child under five (5) years of age.
2. After returning to work from child care leave, a nurse shall be reassigned without loss of rights or seniority. The time on child care leave shall not count for tenure or toward advancement on the salary scale.
3. Disability due to pregnancy shall be treated as any other disability.
4. A child care leave shall terminate only at the beginning of a semester (e.g., September or February), but no later than the first day of the second year following the start of such leave.

B. Sick Leave:

1. Nurses shall be allowed ten (10) days sick leave per annum. Sick leave shall be cumulative up to one hundred and eighty (180) days of verified illness.
2. Nurses who retire under the rules of the NYS Employees' Retirement System may use two (2) days accumulated sick leave for one (1) day of leave with full pay, up to a maximum of ninety (90) school days for nurses employed by the District prior to June 1, 1996, and up to a maximum of thirty (30) school days for nurses employed by the District on or after June 1, 1996.
3. A full-time nurse who continues to be out due to illness after the exhaustion of his/her sick leave shall continue to receive pay at a rate equivalent to the difference between the nurse's regular per diem salary and the actual cost paid by the District in procuring a substitute for that particular nurse. Such payments will only continue for the balance of the school year during which the nurse exhausted his/her sick leave.

C. Personal Business:

A nurse may be allowed three (3) days per year for reasons of personal business. All requests for personal business days must be submitted to the Superintendent in writing for approval three (3) days prior to the leave, whenever possible. Personal business days may not be taken contiguous to vacation periods or holidays. The following are examples of items that may be used for personal business days: (1) legal; (2) family; (3) financial; and (4) illness in the household. Unused personal days shall be applied to accumulated sick leave each year.

The requirement for prior notice shall be waived for "illness in the household."

D. Death Leaves:

Death leaves up to five (5) days may be granted by the Superintendent for the death of a unit worker's mother, father, grandmother, grandfather, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, children, brothers, sisters or grandchildren, or the death of any individual who permanently resided with the unit worker at the time of their death.

E. Jury Duty:

Nurses shall receive full pay from the time they are required to serve on jury duty when it is impossible to schedule such duty on non-school days. Nurses shall promptly notify the building principal of the receipt of a jury duty summons. Nurses shall apply for any applicable exemption from jury duty, and if not exempt shall request a postponement of such jury duty to a period during the months of July and August.

F. Leaves for Other Reasons:

1. Leaves of absence for any other reasons shall be deemed special cases and shall be acted upon by the Board of Education after due investigation and consideration.
2. Approved leaves of absence shall not deprive a nurse of benefits such as accrued sick leave.

VII. ARTICLE VII – SALARY SCHEDULE:

The salary increases for Nurses shall be as follows:

- a) Effective July 1, 2010-June 30, 2011: 1.5%
- b) Effective July 1, 2011-June 30, 2012: 1.5%

Longevity payments (for full-time employees):

After five (5) years of service	\$ 600.00
After ten (10) years of service	\$1,225.00
After fifteen (15) years of service	\$2,250.00
After twenty (20) years of service	\$2,500.00
After twenty-five (25) years of service	\$3,125.00

Overtime:

Overtime, when approved by the school principal or his delegated authority, shall be paid, based on current salary step, at the hourly rate of pay except when the

number of hours in one calendar week exceeds 40 hours, at which point the pay rate shall be at one and one-half times the hourly rate as required by New York State Law.

VIII. ARTICLE VIII – RETIREMENT INCENTIVE:

Upon reaching the age at which a nurse can first retire, the nurse will receive a retirement incentive as follows only if he/she retires by June 30 of that year.

1. Seventy-five (75) of unused sick leave up to a maximum of one hundred eighty (180) days or ten thousand (\$10,000.00) dollars, whichever is greater. Thus a nurse who has accumulated one hundred eighty (180) days of sick leave will be paid for one hundred thirty-five days.
2. A nurse will be required to have ten (10) years of service as a nurse in Miller Place to be eligible for the above-stated retirement incentive.

For retirements effective as of June 03, 2001 and thereafter, the first date for retirement shall be defined as the first year of eligibility for retirement pursuant to the rules of the New York State Employees' Retirement System without penalty as to each nurse's tier in the said retirement system. However, any nurse eligible to retire without penalty prior to June 30, 2001 who did not elect to retire pursuant to this paragraph shall not be eligible for the benefits hereof.

To qualify for the retirement incentive a nurse must resign in writing no later than May 15, effective June 30.

IX. ARTICLE IX – INSURANCE, RETIREMENT, ANNUITIES:

A. Health Insurance:

- (a) For all employees of the unit employed by the District prior to June 30, 1996, the District shall provide the full cost of the Empire Plan Core Plus Enhancements package. For all employees of the unit employed by the District after June 30, 1996, the District will provide 95% of the premium cost of the Empire Plan Core Plus Enhancement package for the 1996-97 school year, and thereafter the District will pay 90% of the premium cost of said coverage. The District agrees that the employees' contributions to health insurance premiums can be paid through a Section 125 plan with the District. Should the Board of Education seek to investigate alternative health insurance plans, a committee shall be appointed for this purpose. The committee shall contain an equal number of administrators and nurses with the nurse members being selected by the Association.

If the committee improves an alternate health insurance plan, said plan shall be instituted as soon as practical. If the committee does not approve an alternate health insurance plan, the Board may implement a change in health insurance subject to the following conditions:

- (i) **The Board shall provide sixty (60) days notice to the Union of any proposed change. The union shall have the opportunity to consult with the Board at least thirty (30) days prior to the implementation date of the proposed change.**
 - (ii) **the proposed plan shall be equal to or better than the health insurance plan currently in effect.**
 - (iii) **Should the Association contend that the proposed plan is not equal to or better than the current plan, it shall have the right to proceed to expedited arbitration of the issue. Said expedited arbitration shall be concluded no later than ten (10) days prior to the proposed implementation date. No change in health insurance shall be effected until the arbitrator's award is received by the parties.**
- (b) **Effective July 1, a nurse whose spouse is eligible to be covered by the Empire plan or the same plan into which the District may subsequently enroll, shall not be entitled to family health insurance coverage from the School District unless such coverage is required to comply with a court order or judgment predating July 1, 1992, or separation agreement executed prior to July 1, 1992. With respect to teachers whose spouse is employed by the School District, such teachers will have the option as to which spouse shall be covered by the District's family plan. Nevertheless, a teacher who thereafter becomes no longer covered by his/her spouse's said coverage, or who is about to retire from the District under the New York State Employees' Retirement System, shall be entitled to reinstatement at the cost to the District to coverage under the District's Family Plan (if the nurse has dependents, or to the District Individual Plan if no dependents).**

A nurse who is not eligible for family health insurance pursuant to this provision of the contract, shall be entitled to individual coverage or \$1,000 annually, at the option of the nurse. The School District will also reimburse to the employee health insurance contributions required of his/her spouse to a maximum of 15% of the premium (See Appendix A).

- (c) **If any nurse who is eligible for family coverage provided by the District wishes to voluntarily give up his/her health insurance, he/she will be paid 40% of the savings realized by the District for each full year that they are not covered. The nurse shall have the option of renewing his/her health insurance at the beginning of any year except if an emergency occurs which would leave that teacher uncovered for health insurance. In that event, the nurse may resume participation in the health insurance plan as soon as he/she is accepted by the plan.**

B. New York State Employees' Retirement System:

Membership in the New York State Employees' Retirement System will be paid in full by the Board of Education as allowed by law.

C. Tax Sheltered Annuities:

The Board of Education will give every employee an opportunity to purchase a tax-sheltered annuity.

D. Disability Policy:

The District shall provide a disability policy for registered nurses. The policy will pay up to 60 percent of normal monthly gross salary; elimination period shall be 90 calendar days; benefits shall be paid up to five (5) years for illness and up to age 65 for injury. The time that the employee is out of work on disability leave will not be credited toward advancement in increment, nor shall any benefit provided under this agreement, including, but not limited to sick leave and personal leave, accrue or continue during the disability leave. While an employee is on disability leave the employee shall pay both the employer's portion and the employee's portion of the disabled employee's health insurance premium, and the District and the employee shall make application for a Waiver of Premium. Upon completion of the disability leave and the employee's return to work for the District, the District shall pay its portion of the employee's health insurance premium under Article IX(A) (a).

E. Life Insurance:

The District will provide at its own expense a \$5,000 life insurance policy for nurses.

F. Dental Insurance:

The District will pay up to \$648 in each year of this contract for dental insurance for nurses. Costs in excess of this amount will be borne by the nurses.

The District further provides that should any other group receive an additional type of insurance (optical, etc.) during the life of this agreement, the registered nurses shall also be granted such insurance.

X. ARTICLE X – CLOTHING REIMBURSEMENT:

The District shall provide the sum of up to one hundred dollars (\$100) per nurse per year for reimbursement for damage to clothing and/or dry cleaning as a result of the nurses' duties.

XI. ARTICLE XI – SECTION 75 PROTECTION:

All nurses shall be entitled to the protection provided in Section 75 of the Civil Service Law of the State of New York upon completion of sixty (60) months of continuous employment. The clause shall not impair or infringe upon the District's prerogative to abolish a position, or positions if such abolition is necessary in the discretion of the District.

XII. XII – ARTICLE OF RATIFICATION:

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ of _____, 2010.

MILLER PLACE SCHOOL ADMINISTRATION

By: Susan G. Hodun
Susan G. Hodun, Interim Superintendent

**MILLER PLACE TEACHERS' ASSOCIATION
CHAPTER OF REGISTERED NURSES**

By: Nancy Sanders
Nancy Sanders, President

Miller Place Union Free School District
 Miller Place, New York 11764
Nurses Salary Schedule

Step	1.50%	1.50%
	2010-11 Salary	2011-12 Salary
1	35,991	36,531
2	40,408	41,014
3	41,748	42,375
4	41,837	42,464
5	42,822	43,464
6	43,809	44,466
7	44,794	45,466
8	45,780	46,466
9	46,766	47,468
10	47,752	48,468
11	48,737	49,468
12	49,724	50,470
13	51,696	52,472
14	53,667	54,472
15	55,639	56,474
16	57,611	58,475
17	59,583	60,477
18	61,554	62,477
19	64,513	65,481
20	64,513	65,481

MEMORANDUM OF AGREEMENT

Except as modified herein, the contract between the BOARD OF EDUCATION, MILLER PLACE UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "District" or the "Board"), and the MILLER PLACE TEACHERS' ASSOCIATION CHAPTER OF REGISTERED NURSES (hereinafter referred to as the "Association"), expiring on June 30, 2010, shall remain in full force and effect.

The negotiating parties executing this document agree to recommend ratification and approval to their principals.

1. Term: July 1, 2010 to June 30, 2012.
2. Salary Increases: 1.5% year 1, 1.5% year 2; plus any applicable increment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 28th day of April, 2010.

Dated 4/28/10

Ann O'Brien
ANN O'BRIEN,
PRESIDENT, BOARD OF EDUCATION
MILLER PLACE UFSD

Dated 4/28/10

Susan G. Hodun
SUSAN G. HODUN
ACTING SUPERINTENDENT OF SCHOOLS
MILLER PLACE UFSD

MILLER PLACE TEACHERS'
ASSOCIATION CHAPTER OF
REGISTERED NURSES

Dated: 4/28/10

Nancy Sanders
NANCY SANDERS
MPTA PRESIDENT