

MEMORANDUM OF AGREEMENT
BETWEEN
HORSEHEADS CENTRAL SCHOOL DISTRICT
AND
NEW YORK STATE NURSES ASSOCIATION

This Memorandum of Agreement consisting of pages 1 through 22 including this page, states Horseheads Central School District and the New York State Nurses Association agreement identifying the provisions of the collective bargaining agreement which the parties intend to execute. It is understood between the parties that the New York State Nurses Association will not be bound by the MOA and will not execute a collective bargaining agreement unless it is ratified by the Local Bargaining Unit. It is further agreed and understood by the parties that any and all terms and conditions of employment of the July 1, 2026 — June 30, 2031 agreement and any and all subsequent memorandum of agreement, letters of understanding, or otherwise, not specifically addressed by this Memorandum of Agreement shall remain unchanged.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS
AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS
IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL
FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE
LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

The District Board of Education and the Association membership have reserved the right of ratification by their representatives.

Upon ratification, the parties agree to execute a formal document integrating the terms of the MOA and the expired agreement.

Signed by Employer and Association

HORSEHEADS SCHOOL DISTRICT NEW YORK STATE NURSES ASSOCIATION

By: _____

Date: _____

Redacted

5/21/2026

By: _____

Date: _____

Redacted

5/21/26

Negotiating Team Members:

Redacted

3.01 Committee on Nursing Practice

There shall be a Committee on Nursing Practice consisting of the professional nurses covered by this agreement and a representative from the Association. The Committee shall meet ~~up to four (4) times a~~ **annually. Any committee work shall be outside of the workday, executive committee members shall be paid for meeting attendance.**

The Committee's functions shall be as follows:

- A. Develop standards of nursing practice for the School District reflective of those enunciated by the State Education Department.
- B. Analyze factors which facilitate or impede the practice of school nursing.
- C. Refer to the ~~Supervisor of Pupil Services~~ **medical director, Director of Student Services, the Nurse Practitioner** and Federal Programs or designee those recommendations approved by the Committee. **Recommendations of the committee are advisory in nature only.**

Tentatively agreed to on : 5/21/24

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Employer

3.02 Professional Development

A. The District shall continue to provide an orientation program for new employees.

B. The District shall continue to annually evaluate a nurse's performance and experience, with an opportunity for the nurse to comment and discuss the evaluation. Nurses to be provided with a copy of said evaluation when completed.

C. **Professional Learning during the workday:** Employees will be entitled to attend workshops, conferences or institutes related to nursing with approved expenses paid **during the workday, as approved by the Superintendent or his/her designee up to a maximum of three (3) days** for a minimum of one (1) school business day per nurse per year not chargeable to any accumulated leave. ~~Additional days may be granted to a maximum of three (3) days per Registered Nurse, subject to District budget considerations.~~ Approval will not be unreasonably withheld. Employees will be paid at their regular rate of pay to attend such events.

D. **Professional Learning outside of the workday:** If the District requires an employee to attend a workshop, conference or institute **outside of a regularly scheduled workday**, the District will pay reasonable expenses for attendance at the workshop, conference or institute. An employee attending a workshop, conference, or institute will receive his/her regular compensation **for anytime during the actual conference professional development sessions as shown on conference agenda** and shall not be deprived of any other benefits under this Section.

Tentatively agreed to on : 5/21/24

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Employer

4.07

Posting of Positions Vacancies which develop for school nurses position as well as assignments of an extended duration such as summer programing or season-long athletic coverage shall be posted for a period of five (5) school days in each general school office, with copies being sent to individual nurses.

In filling such vacancies, if current staff members apply, seniority will be the determining factor in filling such vacancy, other qualifications being equal.

If no nurses covered under this agreement apply, the position will be posted for external candidates.

Tentatively agreed to on : 5/21/24

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Employer

5. WORK TIME

5.01 Regular Work Hours

~~Working hours for school nurses are:~~

~~Elementary—7-1/2 hours~~

~~Secondary—7-1/2 hours~~

~~A regular workday shall consist of eight (8) hours. This workday shall be inclusive of a thirty (30) minute unpaid meal period.~~

Tentatively agreed to on : 5/21/24

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Employer

5.02 Workdays

Nurses' schedules will be based upon a one hundred eighty-three (183) day workyear. The parties agree to meet in their regularly scheduled labor management committee meeting, following the determination of the school calendar by the Board of Education for the next school year, to establish the nurses' work schedule for the next school year. Alternatively, the Director of Human Resources may meet with the Association president to establish the nurses' work schedule for the next school year.

Except as otherwise hereinafter provided, extra time worked will be computed at a nurse's regular hourly rate. Time deducted will be computed at a nurse's regular hourly rate.

For those employees working fewer than five (5) days a week, the specific workdays will be established at least two (2) weeks prior to September fifth of each year. Unit members will receive written notification of their school assignment and the days of the week to be worked. This Employer's intent does not preclude the District's right to reassign workdays with reasonable notice to the employee.

Compensation for any time worked beyond a nurse's regularly scheduled work day requires prior approval from the nurse's building principal **and Nurse Practitioner or their respective designees**. Compensation for approved time worked beyond forty (40) hours will be paid at time and one-half of a nurse's regular hourly rate, except in the circumstances outlined below. Sick leave, personal leave, and emergency days shall be excluded as time worked for computing overtime.

Any member working in excess of the 183 workyear will be covered under this agreement as it pertains to hourly rate and the grievance procedure.

1. Nurses who assist with regularly scheduled athletic physical examinations during the one hundred eighty-three (183) day workyear shall be paid at their regular hourly rate of pay for all hours outside their normal workday.

~~2. Nurses who assist with regularly scheduled athletic physical examinations outside the one hundred eighty three (183) day workyear will receive one-half day of compensation if under four (4) hours, and one full day of compensation for each day worked over four (4) hours.~~

Athletic Physicals Outside the Regular Year: Athletic physicals conducted outside of the regular 183-day work year shall be voluntary, with preference given to high school and middle school nurses, or to nurses assigned to schools whose students are directly served. When student volume or scheduling constraints require additional

support, the District will offer athletic physical coverage to other nurses covered under this agreement on an as-needed basis.

- Assignments of four (4) hours or less shall receive one-half (1/2) day of compensation.
- Assignments exceeding four (4) hours shall receive one (1) full day of compensation.

3. Nurses will attend the following meetings that occur outside of the workday without additional compensation at their hourly rate, including staff meetings, Director of Student Services nursing department meetings, and meetings of the Committee on Special Education, and Site Meetings. A nurse will be paid his/her regular hourly rate when required to attend Parent's Night. Such attendance will require the prior approval of the Director of Student Services.

Any time nurses are called to work, they will receive a minimum of two (2) hours' pay.

Tentatively agreed to on : 5/21/24

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Employer

6.03 **Step Salary** Placement for New Hires

Newly hired employees with **school** nursing experience may be granted prior service credit ~~on the applicable salary schedule~~ as determined by the District. Newly hired employees with no **school** nursing experience will be **offered the starting salary, placed on step one** ~~of the applicable salary schedule~~

Tentatively agreed to on : 5/21/26

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Employer

6.05 Mileage Reimbursement

The Employer will pay all employees mileage for travel between two or more school sites or while discharging professional employment functions and responsibilities on Employer business **and such travel is required and pre-approved by a supervisor**. The reimbursement rate per mile will be as set forth in the prevailing IRS schedule **as of September 1st each year, and will be adjusted to the then current IRS rates following ratification**. Employees will submit monthly mileage vouchers to **the Superintendent or designee their Department Head**, and shall be reimbursed for mileage in the next appropriate payroll cycle.

Tentatively agreed to on : 5/21/26

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Employer

7.02 Sick Leave:

Entitlement and Amount

A. Effective September 1, 2008, employees shall be entitled to ten (10) days of paid sick leave per year. An employee may accrue sick leave to a maximum of two hundred (200) working days. Accrued but unused sick leave shall be converted to a lump sum based upon the following formula: number of accrued days ~~x's~~ **multiplied by** \$75. Such lump sum amount will be either be kept on account with the District and shall be utilized to cover the costs of retiree health insurance premiums until such amount has been exhausted, or upon retirement accrued but unused sick leave may be applied towards service credit in the NYS Retirement System.

Tentatively agreed to on : 5/21/24

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7.04 Leave for Death in Family

Due to the death of an employee's father, mother, son, daughter, spouse, stepchild or relative in the immediate household of the employee, up to five (5) days absence shall be allowed at full pay. In addition, due to the death of a sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents or grandchild, up to three (3) days absence shall be allowed at full pay. This leave shall not be charged against sick leave.

Employees will receive benefits prorated based upon the percentage of days a nurse is scheduled to work in any school year.

For any relative or member of the immediate household not listed herein, an employee may make application to the ~~Superintendent~~ Superintendent or designee for consideration of bereavement time. Requests will not be unreasonably denied.

Tentatively agreed to on : 5/21/24

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Employer

8. UNPAID LEAVE

8.01 Meal Period

Employees will have **a thirty (30) minute the following unpaid** meal periods free from any work assignments.†

Elementary - thirty (30) minutes

Secondary - forty (40) minutes

~~At the beginning of the school year, the exact time of the meal periods will be requested by each employee based on the individual building needs and be approved by the building principal. The nurse's Building principals and Nurse Practitioner, or their respective designees~~ will approve compensation for times when a school nurse is called back to handle emergencies during the lunch break.

The timing of the meal period shall be flexible and determined by the nurse in coordination with the building administration and/or the District Nurse Practitioner/Medical Director, based on student needs, health office activity, and operational requirements.

The meal period shall not be taken during the first hour of the nurse's scheduled workday nor within the final hour of the workday, except by mutual agreement.

Tentatively agreed to on : 5/21/24

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9.01 Health Care Coverage

All employees shall be eligible to participate in a District-sponsored health care plan, with prescription drug coverage, on either an individual or family basis. The District-sponsored health care plan is the Horseheads Central Health Plan (hereinafter "Plan").

Any member of this unit who is employed a minimum of thirty-~~fivetwo and one-half~~ (352½) hours per week and elects health care coverage shall make annual contributions as follows:

~~Effective July 1, 2021, employee contributions will be as follows: twenty percent (20%) of premium equivalent.~~

~~Effective July 1, 2022, employee contributions will be as follows: twenty percent (20%) of premium equivalent.~~

~~Effective July 1, 2023, employee contributions will be as follows: twenty percent (20%) of premium equivalent.~~

~~Effective July 1, 2024, employee contributions will be as follows: twenty percent (20%) of premium equivalent.~~

~~Effective July 1, 2025, employee contributions will be as follows: twenty percent (20%) of premium equivalent.~~

Effective July 1, 2026, employee contributions will be as follows: twenty percent (20%) of premium equivalent.

Effective July 1, 2027, employee contributions will be as follows: twenty percent (20%) of premium equivalent.

Effective July 1, 2028, employee contributions will be as follows: twenty percent (20%) of premium equivalent.

Effective July 1, 2029, employee contributions will be as follows: twenty percent (20%) of premium equivalent.

Effective July 1, 2030, employee contributions will be as follows: twenty percent (20%) of premium equivalent.

Any member of this unit who is employed less than thirty-~~fivetwo and one-half~~ (352½) hours per week and elects health care coverage shall contribute a pro-rata amount based upon hours worked.

Employees shall be enrolled in the District's Health Care Plan Option 3 (See Appendix B).
Effective July 1, 2026 employees will have the option to enroll in the District's Health Care Plan Option 3-N (Network) or maintain the District's Health Care Plan Option 3 (see appendix B).

Effective July 1, 2027 all employees shall be enrolled in the District's Health Care Plan Option 3-N (Network) (see appendix C).

Tentatively agreed to on : 5/21/24

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Employer

9.04 Health Insurance Committee

~~The Association agrees to participate on a District wide health insurance committee to explore cost-saving options to the plan. Any recommendations by this committee shall be subject to ratification by the bargaining unit. Should the bargaining unit accept the recommendations and savings to the health insurance plan are realized, the first two thousand five hundred dollars (\$2,500) 11 of savings shall revert to the District. Any additional savings realized shall be shared equally between the District and the Association 50/50.~~

Tentatively agreed to on : 5/21/24

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Union

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Employer

9.06 Dental and Vision Insurance

Employees shall be eligible to participate in the Horseheads Central School District Self Insured Dental Plan 6 (**see appendix ?**) and shall be responsible for ten percent (10%) of the premium contributions.

Employees shall be eligible to participate in the Horseheads Central School District Davis Vision Plan at no cost.

The dental benefit structure shall be:

- ~~‡ Periodic Oral Evaluations (D0120) \$18.00~~
- ~~‡ Bitewings 2 films (D0272) \$19.00~~
- ~~‡ Bitewings 4 films (D0274) \$27.00~~
- ~~‡ Prophylaxis – Adult (D01110) \$32.00~~
- ~~‡ Prophylaxis – Child (D01120) \$26.00~~
- ~~‡ Amalgam 1 (D2140) \$40.00~~
- ~~‡ Amalgam 2 (D2150) \$55.00~~
- ~~‡ Amalgam 3 (D2160) \$67.00~~

Tentatively agreed to on : 5/21/26

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Employer

14.05 Summer ~~Checks~~ Work Hours and Responsibilities

Summer checks are to be paid during the next pay period following time worked:

Maximum Summer Workdays and Compensation: Employees may work up to ten (10) compensated summer workdays per nurse, unless additional days are preapproved by the District based on operational or student health needs. Nurses shall be compensated at their regular hourly rate for approved summer work.

Nurses may schedule their own summer hours to complete approved summer work during times when District buildings are accessible under posted summer hours, as coordinated with the District. All summer work must be completed on site.

Summer Working Papers Access: Nurses assigned to buildings who handle Working Papers will establish a preset schedule for summer workdays to ensure appropriate student access for the completion of working papers and health clearances.

Athletic Clearance for Summer and Pre-Season: Nurses assigned to buildings requiring pre-season athletic clearance will schedule summer and/or pre-season work hours to ensure appropriate student access following the opening of athletic registration. Schedules and dates will be set in advance based off the nurse's availability.

Compensation for summer work shall be paid during the pay period immediately following the time worked in accordance with the District payroll procedures. Nurses must report hours worked as specified on the District payroll calendar. All approved extended hours worked under this section shall be compensated in accordance with this Agreement at the employee's regular hourly rate.

Tentatively agreed to on : 5/21/24

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Employer

15. Effective Dates and Duration

This agreement, except as otherwise stated, will be effective from 12:01 a.m. July, 1 202~~16~~
and will remain effective until 12:01 a.m. June 30, 20~~26~~**31**.

Tentatively agreed to on : 5/21/24

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Employer

16. Termination

This agreement may be terminated effective 12:01 a.m. June 20, 202631 by written notice from either party, delivered to the other party not later than April 1, 202631, of intent to modify or terminate it and may be terminated effective 12:01 a.m. and subsequent June 1 by similar written notice delivered to the other party not later than the preceding April 1. Notice pf intent to modify will be equivalent to notice of intent to terminate.

Tentatively agreed to on : 5/21/24

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APPENDIX A
SALARY INCREASES

The parties agree to the following wage increases:

A-1.01.

~~Effective July 1, 2021 all nurses will receive \$25.00 per hour or a \$2.00 per hour increase to hourly rates, whichever is higher.~~

~~Effective July 1, 2022, the hourly rate for all nurses will be increased by 4.25%.~~

~~Effective July 1, 2023, the hourly rate for all nurses will be increased by 4.20%.~~

~~Effective July 1, 2024, the hourly rate for all nurses will be increased by 4.20%.~~

~~Effective July 1, 2025, the hourly rate for all nurses will be increased by 4.10%.~~

~~Starting rates for new hires will be:~~

~~Year — Hourly rate~~

~~2021-2022 — 25.00~~

~~2022-2023 — 25.00~~

~~2023-2024 — 25.53~~

~~2024-2025 — 26.05~~

~~2025-2026 — 26.59~~

Effective July 1, 2026, the hourly rate for all nurses will be increased by one dollar and twenty-five cents (\$1.25).

Effective July 1, 2027, the hourly rate for all nurses will be increased by 3.6%.

Effective July 1, 2028, the hourly rate for all nurses will be increased by 3.8%.

Effective July 1, 2029, the hourly rate for all nurses will be increased by 3.9%.

Effective July 1, 2030, the hourly rate for all nurses will be increased by 4%.

Starting rates for new hires will be:

<u>Year</u>	<u>Hourly rate</u>
<u>2026-2027</u>	<u>\$27.22</u>
<u>2027-2028</u>	<u>\$27.70</u>
<u>2028-2029</u>	<u>\$28.23</u>
<u>2029-2030</u>	<u>\$28.79</u>
<u>2030-2031</u>	<u>\$29.36</u>

Tentatively agreed to on : 5/21/24

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Employer

A-1.02 Longevity Payment

Employees who achieve the following milestones will receive longevity **added to their base rate of pay** ~~in a lump sum payment~~ at the beginning of the school year after which the employee achieves the milestone .

5 years of service \$500

10 years of service \$800

15 years of service \$1,000

20 years of service \$1,250

25 years of service \$1,500

Tentatively agreed to on : 5/21/24

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Union

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Employer