

**AGREEMENT**

**Between**

**UNIONDALE UNION FREE SCHOOL DISTRICT**

**and the**

**UNIONDALE SCHOOL REGISTERED NURSES  
ASSOCIATION**

**Effective July 1, 2010 through June 30, 2018**

**TABLE OF CONTENTS**

|                                 | <b><u>Page No.</u></b> |
|---------------------------------|------------------------|
| ARTICLE 1.....                  | 2                      |
| RECOGNITION .....               | 2                      |
| ARTICLE II.....                 | 2                      |
| MANAGEMENT RIGHTS .....         | 2                      |
| ARTICLE III.....                | 3                      |
| INSURANCE BENEFITS .....        | 3                      |
| A. Health Insurance .....       | 3                      |
| B. Group Life Insurance .....   | 5                      |
| C. Dental Insurance.....        | 5                      |
| D. Workers Compensation.....    | 5                      |
| E. Disability Insurance.....    | 5                      |
| F. Vision Plan.....             | 6                      |
| ARTICLE IV .....                | 6                      |
| TERMINATIONS.....               | 6                      |
| ARTICLE V .....                 | 6                      |
| SCHOOL DAY AND SCHOOL YEAR..... | 6                      |
| ARTICLE VI .....                | 8                      |
| LEAVES .....                    | 8                      |
| ARTICLE VII .....               | 12                     |
| GRIEVANCE PROCEDURE.....        | 12                     |
| ARTICLE VIII.....               | 14                     |
| ASSOCIATION RIGHTS .....        | 14                     |
| ARTICLE IX .....                | 15                     |
| JOB POSTING.....                | 15                     |
| ARTICLE X.....                  | 15                     |
| PERSONNEL FILE.....             | 15                     |
| ARTICLE XI .....                | 15                     |
| TAX-SHELTERED ANNUITIES .....   | 15                     |
| ARTICLE XII .....               | 16                     |
| JURY DUTY .....                 | 16                     |

|                         |    |
|-------------------------|----|
| ARTICLE XIII.....       | 16 |
| ADA CLAUSE .....        | 16 |
| ARTICLE XIV.....        | 16 |
| DURATION.....           | 16 |
| ARTICLE XV .....        | 16 |
| COMFORMITY TO LAW ..... | 16 |
| ARTICLE XVI.....        | 17 |
| TAYLOR LAW NOTICE.....  | 17 |
| ARTICLE XVII .....      | 17 |
| SALARIES .....          | 17 |

## **PREAMBLE**

**AGREEMENT** made this 12<sup>th</sup> day of November, 2013, by and between the **UNIONDALE SCHOOL REGISTERED NURSES ASSOCIATION** (hereinafter the "Association" or "Union") and the **UNIONDALE UNION FREE SCHOOL DISTRICT** (hereinafter referred to as the "District").

## **WITNESSETH**

**WHEREAS**, the Association has been recognized by the District for the purpose of collective bargaining and the settlement of grievances for all full-time Registered Nurses of the District excluding, however, those personnel excluded by the terms of Article I hereof; and

**WHEREAS**, negotiations have been conducted between the parties pursuant to the Public Employees Fair Employment Act; and

**WHEREAS**, all references herein to the Board shall refer to the Board of Education of the District; and

**WHEREAS**, unless otherwise specified, references herein to Registered Nurses shall refer to those staff members represented by the Association; and

**WHEREAS**, all references herein to the Administration shall refer to the supervisory personnel and/or certified personnel excluded from the Association hereunder.

**NOW, THEREFORE**, in consideration of the terms and conditions hereinafter set forth, it is mutually agreed as follows:

**ARTICLE I – RECOGNITION**

The District recognizes the Association as the sole and exclusive bargaining agent for all Registered Nurses, and excluding all other employees, to negotiate collectively in the determination of their terms and conditions of employment and the administration of grievances arising thereunder.

**ARTICLE II – MANAGEMENT RIGHTS**

The District shall retain all rights and prerogatives which are not specifically relinquished or covered by a specific provision of this agreement.

In addition, the District shall have the right to adopt any rules, regulations, and/or policies regarding any “terms and conditions of employment” or other matters which are not specifically covered by the contract and which do not conflict with a specific provision of this agreement. The Union specifically waives the right to negotiate any topic or “term and condition of employment” which is not covered in this agreement, whether raised during these negotiations or not.

It is specifically understood that the Association’s waiver herein with respect to future negotiations during the life of this agreement is given so as to permit the District to adopt any rules, regulations, and/or policies regarding “terms and conditions of employment” which are not covered by this agreement or which do not conflict with a specific provision of this agreement.

Upon mutual consent, the parties may reopen negotiations on a term and condition of employment covered by this Article.

### **ARTICLE III – INSURANCE BENEFITS**

#### **A. Health Insurance**

The District shall pay 87.5 % of the premium and the employee shall pay 12.5% of the premium for the Health Insurance Plan applicable to other District employees for each employee who regularly works a minimum of twenty (20) hours per week and earns a minimum of \$5,000 per year, provided, however, that effective July 1, 2015, the District shall pay 86 % of the premium and the employee shall pay 14.0 %; effective July 1, 2016, the District shall pay 85.5 % of the premium and the employee shall pay 14.5 %; effective July 1, 2017, the District shall pay 85.0 % of the premium and the employee shall pay 15.0 %. For newly hired employees, the District shall make payment as set forth above, provided that signed applications are on file in the business office by the first day of work, effective on the first day of work. The District shall have no obligation thereafter until proper application has been received by the District, and then only effective on the first day of the month following the receipt of such application.

Members hired on or after February 2, 1988 shall not be eligible for health insurance by the District if they are eligible for coverage under the plan of a spouse, provided the spouse's coverage is comparable to the health insurance plan being provided by the District for other members of the bargaining unit. This shall not preclude the employee from enrolling for coverage at a time he/she is aware that the spouse's coverage will terminate. In such a case, the enrollment date shall not allow for dual coverage.

For purposes of determining comparability, a plan shall be deemed comparable even if the employee's spouse's plan contains a contributory factor. A plan shall not be

deemed noncomparable solely because an employee's spouse may not carry the plan into retirement. In such instances, the employee will be eligible for the District's plan if the employee's spouse loses coverage, retires or leaves employment, or at the time the nurse retires.

Members of the unit who withdraw from the District's plan during the life of this agreement shall receive \$1,500 if they were covered by the family plan, and \$750 if they were receiving individual coverage, provided they remain uncovered under such plan for a period of twelve (12) consecutive months. Such payments shall be made at the end of the twelve month period. Thereafter, such employees shall receive \$500 in the first pay period of December, provided the employee has not received the initial payment within six (6) months.

Nothing contained herein shall preclude a member from reentering the plan within the twelve (12) month period, provided, however, that in the case of a member who reenters in less than twelve (12) months no payment shall be made. After the twelve (12) month period, such member may reenter the plan only if he/she is not covered by the comparable plan of a spouse.

The District may switch carriers to another plan. At least ninety (90) days notice shall be given to the Association.

Effective September 1, 1998 the District shall implement an IRC §125 Plan with regard to the contributions made by employees toward the cost of their health insurance premiums and the opt-out bonus for withdrawing from health insurance coverage.

**B. Group Life Insurance**

Effective July 1, 2008, the District shall provide a Fifty Thousand (\$50,000) dollar group term life insurance policy covering members of the unit. Unit members are eligible to purchase additional coverage at their own cost and expense, provided the carrier makes such coverage available.

**C. Dental Insurance**

The District agrees to pay a pro rata gross amount towards dental insurance for unit members. "Pro rata gross amount" shall be defined as the percentage of the total unit's premiums which is equal to the percentage of the total teachers' unit premiums which it pays toward dental insurance for teachers, e.g., if the District's contributions for teacher's dental premiums are 90%, the District's contributions for nurses shall be 90%. No other payments shall be made under any circumstances by the District, but the District agrees to deduct and remit to the insurers such amount as the insurer and the Association certify as the balances required from the employees' salaries. The District shall have no further or other liability with respect to dental insurance plan premiums.

**D. Workers Compensation**

The District shall provide workers compensation coverage to unit members pursuant to Section 3, Group 19 of the Workers' Compensation Law.

**E. Disability Insurance**

The District agrees to pay the pro rata gross amount based on the same percentage figures as the Uniondale Teachers Association formula. No other payments shall be made under any circumstances by the District, but the District agrees to deduct and remit to the insurer such amount as to the insurer and the Association certify as the balances



required from the employee's salaries. The District shall have no further or other liability with respect to the disability insurance plan premiums.

**F. Vision Plan**

The District shall provide unit members with the same vision plan (limited, however, to individual coverage) that is provided to teachers as of the date of this Agreement. Unit members shall have the option (if allowed by the Plan) to obtain family coverage at their own expense by paying the difference between individual coverage and family coverage. This benefit will be put into effect as soon as coverage can be arranged with the insurance broker and/or provider.

**ARTICLE IV – TERMINATIONS**

In the event that a unit member is terminated, he or she shall be entitled to meet with the Superintendent. This provision does not waive the procedures of Section 75 of the Civil Service Law for those unit members who are entitled to such procedures by law.

**ARTICLE V – SCHOOL DAY AND SCHOOL YEAR**

A. The total workday shall not exceed seven (7) hours in length and shall include a lunch period of no less than forty-five (45) minutes. Unit members shall be entitled to one fifteen (15) minute break per day.

B. In addition to the time outlined in paragraph A above, unit members may be required to attend after-school meetings and activities mandated by building or central administration.

C. The school year for unit members shall be the same as that worked by teachers.

D. In addition to the regular school year, unit members may be required to work additional days. This time shall be paid for at an hourly rate of 1/1260 of the unit member's annual salary. Members of the unit who volunteer for additional work beyond their regular schedule shall be compensated at the rate applicable for such work.

E. Members of the unit required to travel as part of their assignment shall be reimbursed for mileage at the same rate applicable to other District employees.

F. Unit members will be paid at their straight-time rate of pay for all hours worked beyond seven (7) hours in a day provided they have been requested to work such hours by a supervisor or an administrator. This provision does not include time spent performing the duties outlined above in paragraph B of this Article.

G. Unit members who work summer school shall be paid at the "BOCES Rate", provided BOCES is running the program. In the event that BOCES is not running the program, unit members shall be paid at the "curriculum rate" set forth in the collective bargaining agreement between the District and the Uniondale Teachers Association for all hours worked.

H. Unit members assigned to non-public schools within the District's bounds shall be required to work the same number of days as nurses who are assigned to District schools, and shall be required to make up any shortage of days by working within the District's schools when the non-public schools are closed. Such days shall be scheduled by the District's nurse supervisor in consultation with the employees at the start of each school year.

## **ARTICLE VI – LEAVES**

A. Members of the unit shall be entitled to up to ten (10) days in a school year for personal illness or injury. This shall be increased to twelve (12) days for unit members with five (5) or more full years of experience in the District. Such leave shall be cumulative to a maximum of 200 days.

In the event an employee leaves school because of illness during the school day, he/she shall have one-half (1/2) day charged to his/her sick leave time.

B. Unit members shall be allowed up to two (2) days of leave with full pay during each school year for the purpose of transacting or attending to personal business which requires absence during school hours. (see Appendix "A") Except in emergencies, an employee desiring leave hereunder shall give his or her building principal(s) or immediate supervisor(s) written application therefore at least three (3) school days in advance of the day he or she proposes to be absent. Such leave shall not be cumulative and shall be subject to Board approval through the Superintendent.

Personal business leave shall be used only for the purpose of handling personal affairs which cannot be transacted on the weekend or after school hours. It is not for casual or indiscriminate use. Any employee who by willful misrepresentation violates this policy shall forfeit any further right hereunder until reinstated by the Board upon recommendation of the Superintendent. This shall not preclude additional disciplinary action.

C. Unit members shall be granted up to five (5) consecutive work days of bereavement leave, which shall not exceed seven (7) calendar days, without loss of pay, in the event of the death of their spouse, child, parent, parent-in-law, brother, sister, or

other relative for whose financial or physical care the unit member is responsible, as determined by U.S. tax law, provided that the unit member attends the services, if any, for the deceased. In the event of the death of an employee's spouse or child, the leave may be extended to a maximum of ten (10) days.

D. Upon request, employees will be granted a leave of absence without pay not to exceed two (2) years duration for the purpose of caring for a newborn or newly-adopted child. Upon return from such leave, employees shall be reinstated to a unit position without loss of seniority. Such leaves shall be without pay or other employee benefits except that an employee may, at his or her own cost and expense, continue as an enrolled member of his/her group benefit plan.

Such leave shall commence insofar as possible at either the beginning of the school year or the beginning of a semester. Such leave shall terminate at the beginning of the school year. Such leave may be granted prior to the birth of a child.

Notwithstanding any other provision in this clause, there shall be a five (5) year lifetime cap on child care leave.

E. Unpaid leaves of absence for any other purpose may be granted at the sole, nongrievable discretion of the Board of Education.

F. The entire unit shall be eligible to receive a total of eight (8) conference days, with the prior approval of the Superintendent of Schools.

G. An employee shall be granted leave with pay, chargeable to sick leave, in the case of illness or serious injury to a member of the employee's immediate family which necessitates the employee's absence from work because of the need for the personal attention of the employee. This leave shall be limited to a maximum of twelve

(12) days per year. Immediate family is defined as an employee's spouse, children, grandchildren, parents, foster parents, parents-in-law, brother, sister, or other relatives for whose financial or physical care the employee is responsible. An employee shall not be considered responsible for said "other relative" unless said person resides in the same residence as the employee and is deductible upon the employee's U.S. Income Tax Return.

H. The District agrees to pay a salary differential in the amount specified below to each employee covered by this Agreement, who, by his/her attendance record, becomes eligible for the Unused Sick Leave Incentive Plan during the prior year. The Unused Sick Leave Incentive Plan shall operate as follows:

Any employee who did not absent himself/herself from work at all in the year shall receive \$600.00. Any employee who did not absent himself/herself from work for more than three (3) days in the year shall receive \$300.00. Employees who receive the \$600 differential are not eligible for the \$300.00 differential. The absences referred to herein are those charged to Sick Leave under the terms of this agreement. Payment shall be made in a single sum in August following the year of the outstanding attendance record.

I. Unused Terminal Leave Incentive Plan

All members of the unit who retire from the District (age 55 years or older with a minimum of fifteen (15) years in the District) shall be eligible for an unused terminal leave incentive. The incentive shall be computed by taking the total sick and personal leave allowable in the employees last six (6) full years of employment, minus the total sick and personal leave used in their last four (4) full years of employment. This

figure shall then be multiplied by \$90.00, and capped at \$18,000.00. Such payments shall be made in the first pay period of July following retirement. To be eligible for such payments, the unit member must have a minimum of one hundred (100) days accumulated unused sick leave at the time of retirement.

**J. Sick Leave Bank-** The purpose of the Sick Leave Bank is to afford protection to members who suffer from a prolonged illness or absence due to injury.

A member who has exhausted all accumulated sick leave, and who must be absent due to a medically certifiable long-term illness or injury may draw upon the Sick Leave Bank. The use of days from the Bank will begin after absence of thirty (30) consecutive calendar days and continue up to ninety (90) consecutive calendar days of leave or until they become eligible for Long Term Disability, whichever comes first.

In no event shall a member be eligible to draw upon the Bank under the following circumstances:

1. Disability resulting from a worker's compensation case.
2. Pregnancy that does not involve disability.
3. If receiving benefits from another source.

The Sick Leave Bank shall be administered by a Joint Committee consisting of a member appointed by the Uniondale Nurses Association, the Assistant Superintendent for Personnel, and the Superintendent of Schools. The Joint Committee shall rule upon all applications.

Each member shall be eligible to voluntarily contribute up to ten (10) days of sick leave during each school year. Such contributions shall be made between September 1 – September 30 and June 1 – June 30 of each school year.

If, in a given school year, the total number of sick days in the Bank falls below one hundred (100), members shall have the opportunity to voluntarily contribute up to five (5) additional days from their accumulated sick leave.

## **ARTICLE VII – GRIEVANCE PROCEDURE**

A. **Definition** – A “grievance” shall mean a complaint by a unit member that there has been a violation of any of the provisions of this Agreement, except those provisions specified to be nongrievable.

B. **Procedural Stages**

1. **Step 1 – Building Level**

a. Employees having a grievance shall discuss it with their building principal or immediate supervisor with the objective of resolving the matter informally.

The presentation of such a grievance shall take place within ten (10) school days following the act or beginning of the condition which is the basis of the grievance.

The aggrieved party and the building principal or immediate supervisor, within five (5) school days of presentation of the grievance, shall confer on the grievance with a view of arriving at a mutually satisfactory resolution of the grievance.

The building principal or the immediate supervisor shall communicate his/her decision regarding the grievance to the aggrieved party within five (5) school days after the conference.

b. If the grievance is not resolved informally, it shall be reduced to writing on a mutually acceptable form and presented to the building principal or the immediate supervisor, with a copy to the Superintendent, within five (5) working school days of receipt of the informal decision and no later than twenty (20) school days following the act or beginning of the condition which is the basis of the grievance. Within ten (10) school days after the written grievance is presented to him/her, the building principal or the immediate supervisor shall render a decision thereon in writing.

**2. Step 2 – Superintendent Level**

If the grievance is not resolved at the Building Level, the aggrieved party may appeal to the Superintendent within five (5) school days after he/she has received the decision of the building principal or the immediate supervisor. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based.

Within fifteen (15) school days of the receipt of the appeal, the Superintendent, or his/her duly authorized representative, may meet with and confer with the aggrieved party on the grievance with a view to arriving at a mutually satisfactory resolution of the grievance. The aggrieved party and his/her representative, if any, shall be given notice of the conference and an opportunity to participate.

**3. Step 3 – Board Level**

If the grievance is not resolved at the Superintendent level, the aggrieved party may appeal to the Board of Education within five (5) school days after he/she has received the decision of the Superintendent. The appeal shall be in



writing and shall set forth specifically the act or condition and the grounds on which the grievance is based.

The Board of Education shall rule on the grievance. The decision of the Board of Education shall be final and binding.

**C. General Principles**

1. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated on the final day.

2. If a decision at one step is not appealed to the next step of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.

3. All grievances shall be processed as quickly as possible, and every attempt shall be made to exhaust all steps before the end of the school year, or continued to conclusion at the beginning of the following school year.

4. The aggrieved party may appear alone or he/she may be represented by the Association at any stage of the procedure.

**ARTICLE VIII – ASSOCIATION RIGHTS**

Representatives of the Uniondale Registered Nurses shall have the right to meet with the Superintendent or his/her representative on matters of mutual concern. The date of such meeting shall be set at the mutual convenience of the Superintendent and the representatives.

## **ARTICLE IX – JOB POSTING**

In the event that a full-time vacancy arises in the bargaining unit, a notice of vacancy shall be posted for the original opening, and qualified unit members will be given an opportunity to apply for said opening. The District, however, shall not be required to post notices for openings occurring as a result of a current employee filling a posted opening.

## **ARTICLE X – PERSONNEL FILE**

Upon request, unit members shall be permitted to examine and duplicate, at their expense, their building and Central Administration files, except for confidential material. The price for duplicating such material shall be ten cents (\$.10) per page.

Unit members shall be notified in writing of material placed in their files. The District may require material to be initialed by the unit member prior to its being filed. In the event the unit member refuses to do so, this fact shall be noted and the material shall be placed in the file with such notation.

Unit members shall have the right to respond in writing to all material placed in their personnel files. Such response shall be in writing and must be submitted within five (5) school days following notification of the fact that such material is being filed. The response shall then be attached to the material and included in the unit member's personnel file.

The content of a unit member's personnel files shall be nongrievable.

## **ARTICLE XI – TAX-SHELTERED ANNUITIES**

A. If legal, the District shall accept applications for deductions from the contract salary, the amount of such deductions to be remitted to a tax-sheltered annuity

program. The carriers shall be the same as those available for the teachers' bargaining unit.

B. All authorizations for deductions or reductions shall contain a clause saving the District harmless for the use of said deductions after transmittal.

C. All payroll deductions for such annuities shall commence at a time agreeable to the District.

#### **ARTICLE XII – JURY DUTY**

The District shall pay employees summoned to serve as jurors the difference between their regular rate of pay and their jury duty compensation. This shall be accomplished by employees returning their jury duty fees to the District, except for travel expenses. Employees serving jury duty in Nassau County shall return to work if excused from jury duty prior to 12:00 p.m., and all employees must provide the District with a date and time stamped form from the court where jury duty was served.

#### **ARTICLE XIII – ADA CLAUSE**

The Association and the District agree that the provisions of this Agreement shall be administered so as to comply with the Americans with Disabilities Act (ADA) and any federal regulations and guidelines issued thereunder on a case-by-case basis.

#### **ARTICLE XIV – DURATION**

This Agreement shall be effective from July 1, 2010 through June 30, 2018.

#### **ARTICLE XV – CONFORMITY TO LAW**

If any provision of this Agreement or any application of this Agreement is held to be contrary to law, then such provisions or application shall not be deemed valid and

subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE XVI – TAYLOR LAW NOTICE**

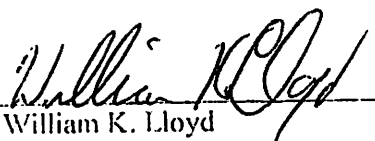
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE XVII – SALARIES**

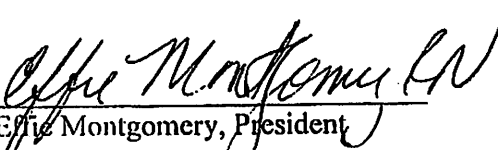
Members of the unit shall be paid according to the salary schedules annexed hereto as Appendix "A" in accordance with the following increases:

|         |      |
|---------|------|
| 2010-11 | 1.5% |
| 2011-12 | 1.5% |
| 2012-13 | 0.0% |
| 2013-14 | 1.5% |
| 2014-15 | 1.5% |
| 2015-16 | 1.5% |
| 2016-17 | 1.5% |
| 2017-18 | 1.5% |

UNIONDALE U.F.S.D.

By:   
Dr. William K. Lloyd  
Superintendent of Schools

UNIONDALE SCHOOL REGISTERED  
NURSES ASSOCIATION

By:   
Effie Montgomery, President

## **APPENDIX "A"**

1. Real Property Title and Mortgage Closings.
2. Income tax hearings required by the State, City or Federal governments.
3. Adoption hearings.
4. Court appearances.
5. Graduation exercises of employee, spouse or child.
6. Emergency hospital registration of a family member.
7. Honors and awards ceremonies involving employee, spouse or child.
8. Emergency family situations.

**APPENDIX "B"**

**UNIONDALE UNION FREE SCHOOL DISTRICT  
UNIONDALE, NEW YORK**

**SALARY SCHEDULE – NURSING STAFF**

| <b>STEP*</b> | <b>2013-2014</b> | <b>2014-2015</b> | <b>2015-2016</b> | <b>2016-2017</b> | <b>2017-2018</b> |
|--------------|------------------|------------------|------------------|------------------|------------------|
|              | 1.5%             | 1.5%             | 1.5%             | 1.5%             | 1.5%             |
| 1            | 43,390           | 44,041           | 44,702           | 45,373           | 46,054           |
| 2            | 44,049           | 44,710           | 45,381           | 46,062           | 46,753           |
| 3            | 44,707           | 45,378           | 46,059           | 46,750           | 47,451           |
| 4            | 45,365           | 46,045           | 46,736           | 47,437           | 48,149           |
| 5            | 46,055           | 46,746           | 47,447           | 48,159           | 48,881           |
| 6            | 46,743           | 47,444           | 48,156           | 48,878           | 49,611           |
| 7            | 47,431           | 48,142           | 48,864           | 49,597           | 50,341           |
| 8            | 48,103           | 48,825           | 49,557           | 50,300           | 51,055           |
| 9            | 48,850           | 49,583           | 50,327           | 51,082           | 51,848           |
| 10           | 49,558           | 50,301           | 51,056           | 51,822           | 52,599           |

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\* Newly-hired employees may be placed on any step by the District.

Unit employees shall receive a \$1,875.00 longevity increment commencing in their 11<sup>th</sup> year of employment with the District. Unit employees shall receive a \$2,525.00 longevity increment commencing in their 16<sup>th</sup> year of employment with the District. These two longevity increments are not cumulative.

Unit members who have a BSN degree as of the beginning of the school year shall receive a \$650.00 bonus, provided they work the entire school year. Unit members who have a MA degree as of the beginning of the school year shall receive a \$1,250.00 bonus, provided they work the entire school year. The bonus shall be paid with the members' final paycheck of the school year.