
AGREEMENT

by and between the
BOARD OF EDUCATION

of the
**NEW HYDE PARK-GARDEN CITY PARK
UNION FREE SCHOOL DISTRICT**

and

**CSEA, Local 1000 AFSCME,
AFL-CIO**



**New Hyde Park-Garden City Park Registered Professional Nurses Unit
Nassau County Educational Local 865**

July 1, 2023 - June 30, 2026

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ARTICLE I. RECOGNITION

The Board of Education of the New Hyde Park-Garden City Park Union Free School District (hereinafter "District"), hereby recognizes the New Hyde Park-Garden City Park Registered Professional Nurses Unit, Nassau Educational Local 865, Local 1000, CSEA/AFSCME, AFL-CIO (hereinafter "Association") as the exclusive bargaining agent for the District's nurses, who are regularly employed by the District, and excluding all other District employees.

ARTICLE II. PAYROLL DEDUCTIONS

1. **Dues**

- A. Payroll deductions will be made for membership dues in the Association upon the written consent, in conformity with law, of any unit nurse of the District and will be remitted to the Civil Service Employees Association, Inc., or to its duly authorized agent.
- B. Dues will be deducted in uniform amounts from each paycheck.
- C. Upon request, the District will provide the Association annually with a list of nurses who have voluntarily authorized dues deduction for the Association.

2. **Insurance**

The District will deduct regularly from the wages of each full-time unit nurse and remit to the Association, payment of premiums for the CSEA Group Life and/or CSEA Accident and Health Insurance. Checks representing dues should be payable to the Association, and any checks representing insurance premiums should be payable to the approved and designated insurance company, and sent to CSEA for those nurses authorizing the deductions.

The Association will have the right to designate a representative of the underwriters of the CSEA Life Insurance Company program to visit the nurses covered pursuant to this agreement on the job for the purpose of explaining this protection and/or adjusting any claims, provided, however, that the appropriate District official is notified and total assurance is given to him/her/them that no interruption in the work of the nurse will be involved. The District, and its nurses as a group or individuals, are not responsible for the payment of initial premiums, subsequent premiums, registration of policy holders, reporting of

claims, cancellation of policies, or for any matter whatsoever related in any way to policies issued pursuant to this article.

3. Hold Harmless

The Association will indemnify and hold the District harmless against any and all claims, demands, suits and other forms of liability that arise out of or by reason of actions or inactions taken or not taken by the District for the purpose of complying with any of the provisions of this Article requiring the District to make deductions and to forward same to the Association.

ARTICLE III. CONDITIONS OF EMPLOYMENT

1. Safety

It will be the duty of all personnel to see that all working conditions are safe from unnecessary hazards. Any hazards should be reported to the immediate supervisor who will in turn report this condition in writing to his/her/their superior for proper referral and rectification.

It continues to be the duty of each school nurse to be familiar with all District procedures to be followed in case of emergencies including, but not limited to, the Building Level Emergency Response Plan(s). The telephone numbers of the Fire Department, Police Department, as well as the school physician, must be clearly visible (pasted on or next to the school nurse's telephone).

2. Work

- A. The position of nurse will be a 10 month position.
- B. The daily hours for a full-time nurse will be 8:00 a.m. to 3:05 p.m. The District will designate hours of work for any part-time nurse. Once a month Nurses will have a Staff Development Meeting for 50 minutes after the children have left school for the day.
- C. The work year will be the same as the teachers. Effective August 28, 2023, the District, in its sole, non-reviewable and non-grievable discretion, may direct the nurses to report to work on one or more days during the week before the school year commences in order to prepare necessary paperwork for the upcoming school year. The nurses will be paid their regular rate of pay for same. The District will endeavor to provide as much advance notice

as is practicable of the day(s) on which the nurses will be required to report to work.

- D. Effective August 28, 2023, the nurse assigned by the District to perform work at the Notre Dame School will work the same schedule, work year and daily hours as set forth in this Article, except as otherwise authorized by the Superintendent or the Superintendent's designee.
- E. Effective August 28, 2023, in the Superintendent's sole non-grievable, non-appealable discretion, not subject to challenge in any forum, and as determined each school year on a non-precedent setting basis, the last day of school may be reduced to a half day. If the Superintendent exercises her/his/their discretion to permit an early dismissal from school, any unit members seeking to use paid time off on that day will be required to use a full day of leave for the absence. If the unit member(s) seeking to use paid time off on that day only has a half day of the applicable accrued leave remaining, the unit member(s) may seek approval to use the half day of leave, consistent with any applicable collective bargaining agreement provisions, and will be docked for the other half of the day.

3. Lunch - Coffee Break

- A. An appropriate lunch period of one hour will be granted each full-time nurse. Nurses will be assigned to a one-hour staggered lunch period. No more than three nurses will be at lunch at one time. In the District's discretion, up to four nurses may be allowed at lunch at one time where more than six nurses are employed by the District. In the event that a nurse is delayed in starting her lunch period, due to an emergency, the nurse may extend her lunch period, on that day, by the amount of time she was delayed or should such an extension of the lunch period extend beyond the nurse's regular work day, the nurse will be allowed an extended lunch period the next school day. On those occasions where, due to District needs, a nurse is unable to take her lunch period or to extend her lunch period as set forth in this paragraph, and the nurse works through her lunch period pursuant to a direction by the District and the nurse's agreement to do so, the nurse will be compensated for work performed during that lunch period at the rate of one and one-half times her hourly rate. The nurse will have to submit a voucher to the Business Office so that payment can be processed. The District will attempt to minimize the instances where a nurse is asked to work through his/her lunch period.

B. A uniform coffee break not in excess of 15 minutes in the morning and in the afternoon will be provided to each full-time nurse.

4. Credit for Prior Experience

Credit for prior experience may be granted to a new nurse at the discretion of the Board.

5. Holidays

As determined by school calendar.

6. Replacing Absentees

In the event of an absence by a member of the unit, a good faith effort will be made to get a substitute.

7. Mileage Reimbursement

A nurse who uses his/her/their own car for travel on school business will be reimbursed for mileage at the current Internal Revenue Service rate. Reimbursement requests will be submitted by the 15th of each month. Reimbursement requests for June must be submitted by June 15. Nurses must, in advance of any travel for which the nurse is seeking reimbursement, request and obtain a purchase order from the Director of Special Education and must, in order to receive a mileage reimbursement, submit a mileage reimbursement form on a monthly basis.

8. Security Cameras

Effective August 28, 2023, the District's surveillance recordings will not be used to initiate discipline, but may be used to corroborate a workplace incident(s) and for all other lawful, including evidentiary, purposes.

9. Leave Replacements

A part-time employee who works less than half-time serving as full-time leave replacement will continue to be paid at his/her/their current step rate of pay, for the number of hours actually worked while working full-time. In addition, the employee's existing sick leave days will be valued at the number of hours in the day the employee would have been working when the sick leave day is used (*i.e.*, while working full-time, the sick leave day will be valued at the number of hours

that the employee would have actually worked for the full-time day; if working part-time, the sick leave day will be valued at the number of hours in a part-time day). After serving as a full-time leave replacement in excess of four consecutive months, the employee will be entitled to accrue one additional sick leave day per completed month of service as a full-time leave replacement. Any accrued and unused sick leave days will not carry over into the next school year and will be forfeited. In addition, any sick leave days accrued in excess of four days will only be available to the employee for use while actually serving as a full-time leave replacement and will otherwise be forfeited if not used by the end of the school year. If the employee works as a leave replacement in excess of four consecutive months, returns to part-time service, and again serves as a leave replacement later in the school year, the employee will continue to accrue (but not carry over) one sick leave day per completed month of service as a leave replacement. In addition, leave replacements are not entitled to health insurance from the District.

10. Sign In/Out

Effective August 28, 2023, employees will be required to sign in and out of the building each time they enter or leave the building. The sign in/out data will not be used to initiate discipline, but may be used to corroborate a workplace incident(s) and for all other lawful, including evidentiary, purposes. If the District changes the method by which employees must sign in/out, it will provide the Unit President advance notice of same and, upon request, will meet with the Unit President to discuss the District's decision.

ARTICLE IV. GRIEVANCE PROCEDURE

1. Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the District and its nurses is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of nurses through procedures under which they may present grievance free from coercion, interference, restraint, discrimination or reprisal, and by which the District and its nurses are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

2. Definitions

- A. A grievance is a claim by any nurse or group of nurses in the unit that the District has violated the collective bargaining agreement.
- B. The term nurse will mean any part-time or full-time person employed under the conditions of this contract.
- C. The term supervisor will mean, in the case of
- | | |
|-------------------|--------------------|
| <u>Unit Nurse</u> | <u>Supervisor</u> |
| School Nurse | Building Principal |
- D. Aggrieved party will mean any person or group of persons in this unit filing a grievance.
- E. Administrator is the building principal.
- F. Chief School District Officer is the Superintendent.

3. Procedures

- A. The nurse will attempt first to satisfy his/her/their grievance by an informal conference with his/her/their immediate supervisor within 45 calendar days of the alleged violation of the collective bargaining agreement. The nurse will be informed within a period of five days of the determination of his/her/their informal grievance.
- B. If the grievance has not been satisfactorily resolved by the informal conference, the nurse will request, in writing, within 10 calendar days of being informed of the supervisor's determination, a review and determination by the Principal. The request will be made to the principal in writing and will include a specific statement of the grievance. Within five days of the receipt of this statement, the principal will set a date for the meeting of the parties at the earliest possible opportunity. If the resulting informal conference fails to bring about a resolution of the grievance, the principal will conduct a hearing and will send a written report of his/her/their findings to all parties concerned within ten days of the completion of the hearing.
- C. In the event the nurse decides to appeal the decision of the Principal, the nurse will request, in writing within seven school days of receipt of the

written report of findings, a review and determination by the Superintendent of Schools. Upon receipt of a written request for a review and determination, the Superintendent will schedule a hearing to be held not more than 10 school days from the date of receipt of the request for review, with not less than two school days' notice to the nurse. The Superintendent will review the record, and will consider oral and written statements deemed relevant by the parties.

Determination of the hearing will be made promptly, and in any event, within 10 school days from the date of the conclusion of the hearing. Written notice will be given the nurse of such determination.

- D. The nurse will have the further right to appeal the decision of the Superintendent to the Board of Education, provided the nurse will direct a written notice of appeal to the President of the Board of Education within a period of 10 school days from the date of receipt of the decision of the Superintendent. A copy of the notice of appeal will likewise be directed to the Superintendent, who will then forward to the President of the Board all records of the hearing held by him/her/them. The Board of Education will set a date for a hearing, to be held not more than 45 calendar days from the receipt of the Notice of Appeal and upon not less than five calendar days' notice to the nurse of the date of the hearing.

The Board of Education will review the record present and such additional statements or documents that may be offered by the nurse or the Superintendent. Both the nurse and the Superintendent may appear personally before the Board.

The Board of Education will render its decision promptly, in any event, not more than 30 calendar days from the date of the conclusion of the hearing and will notify the nurse and the Superintendent in writing of the decision.

4. If the matter is not resolved to the satisfaction of the aggrieved party with the Board of Education, the employee and the Union may commence a proceeding pursuant to CPLR Article 78 to review the decision of the Board of Education.

ARTICLE V. PROMOTIONS

All openings for promotional positions and for positions paying higher salary differentials will be adequately publicized in every school on bulletin boards and all qualified unit personnel will be given adequate opportunity to make application for such positions.

ARTICLE VI. PROTECTION OF UNIT NURSES

1. “. . . each board of education, . . . shall provide an attorney or attorneys for, and pay such attorneys’ fees and expenses necessarily incurred in the defense of a . . . employee in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the district while in the discharge of his duties within the scope of his employment.” (New York Education Law, 1960 Cumulative Supplement, Article 61, Section 3028.)
2.
 - A. Seniority will be based on the date of appointment to permanent status.
 - B. If layoffs become necessary, provisional and probationary nurses within the district will be laid off before any permanent nurses will lose any time. If, after all provisional and probationary nurses have been laid off and other reductions in the work force are necessary, the employer will lay off in accordance with the principles of seniority within the district. The last person hired will be the first person laid off and the last person laid off will be the first person rehired.
 - C. Before hiring any new nurses, the available work must first be offered to the nurses on layoff during the time specified by law for the preferment, by sending a written notice to the nurse by registered or certified mail, return receipt requested, directing him/her to return to work at a date and time not less than seven days from the date of the mailing of the notice. This section excludes temporary and seasonal nurses.
 - D. Meetings between unit officers or officers of Local 865 of the CSEA and the Superintendent or his/her/their designee will be held at the request of either side. The meeting will be held within five working days of the date of request to discuss mutual problems. All meetings will be held during nonworking hours.

ARTICLE VII. ON-THE-JOB INJURIES

On-the-job injuries must be reported in accordance with the regulations of the District, the insurance company and the Workers’ Compensation Board. Nurses will be compensated for days absent because of injuries incurred (and properly reported) on the job as follows:

1. By the District at his/her/their regular and current salary for a period of time equal to the number of sick days accumulated by the nurse at the time of the injury. It is understood that any payment for the days absent will not exceed the number of days authorized for absence for an on-the-job injury by the Workers’ Compensation Board.

2. The number of accumulated sick days will not be reduced because of the payments; and
3. The nurse will return to the District any check received from the insurance company in compensation for the same number of days for which he/she/they had already been compensated pursuant to No. 1 above; and
4. The nurse will retain compensation received from the insurance carrier for days absent (as a result of on-the-job injury) in excess of those for which the District has compensated him/her/them as in No. 1 above; and
5. The nurse will retain any award granted by the insurance carrier and/or the Workers' Compensation Board in excess of No. 3 above.

Upon recommendation of the Superintendent, the District may require complete examination of an injured nurse by a licensed physician at any time following the alleged injury.

ARTICLE VIII. INSURANCE

1. The District agrees to remain a participating employer in all options of the Empire Plan with all enhancements for full-time nurses and their immediate families. However, notwithstanding the foregoing, the District has the right to change health insurance plans or carriers as long as any new plan is the equivalent or better than the current plan being provided. The District is currently exploring additional health insurance plans. Should the District decide to offer an additional health insurance plan, the parties agree to meet and discuss the terms and conditions for the District to offer same, within 30 days of the District's written request for a meeting.
2. The District's payment toward health insurance premiums for employees selecting the Empire Plan (NYSHIP), HIP/HMO, or any other plan offered by the District, will be calculated as follows and the employee will pay the remaining premium:
 - (1) From each July 1 through December 31, the District will contribute on a monthly basis for the employee's individual or family coverage, as applicable, an amount equal to:

(100% minus the "employee percentage contribution" set forth in paragraph (4) below) multiplied by the NYSHIP monthly premium for coverage effective as of January 1 of that calendar year (referred to as "the current calendar year" for purposes of this section only) multiplied by 6 (which is the number of months from July through December).

- (2) For each succeeding January 1 through June 30, the District will contribute on a monthly basis for the employee's individual or family coverage, as applicable, an amount equal to:

(100% minus the "employee percentage contribution" set forth in paragraph (4) below) multiplied by the NYSHIP monthly premium used in paragraph (1) above, plus the "projected percentage change" of the NYSHIP monthly premium for the current calendar year used in paragraph 1 above multiplied by 6 (which is the number of months from January through June)

The "projected percentage change" will be calculated as follows:

- a. If the NYSHIP premium for the current calendar year changes from that of the prior calendar year by an amount that is less than or equal to 2%, then the projected percentage change will be the actual percentage change for the current calendar year.
 - b. If the NYSHIP premium for the current calendar year changes from that of the prior calendar year by an amount that is greater than 2% and less than or equal to 7%, then the projected percentage change will be a 4% increase above the actual NYSHIP premium for the current calendar year.
 - c. If the NYSHIP premium for the current calendar year changes from that of the prior calendar year by an amount that is greater than 7%, then the projected percentage change will be increased by the average of the current calendar year's percentage change in the NYSHIP premium and the immediately preceding four years' percentage changes in the calendar year NYSHIP premium excluding the highest percentage change and the lowest percentage change.
- (3) The following example illustrates how the formula set forth in (2) above will be applied. For the 2016-2017 fiscal year the District contribution for a family plan will be calculated as follows:

\$1,926.21 is the January 1 monthly premium set by NYSHIP for a family plan for the calendar year 2016 (2016 is "the current calendar year" as defined in paragraph (1) above). This amount will be used as the rate to which 100% minus the employee percentage contribution will be applied.

For the period July 1 – December 31, 2016

For example, the District contribution for an employee with a 9% employee percentage contribution will be calculated as follows:

$$(100\% \text{ minus } 9\%) \times \$1,926.21 = \$1,752.85$$

$\$1,752.85 \times 6 = \$10,517.11$ (District contribution covering the period July 1, 2016 – December 31, 2016)

For the period January 1 – June 30, 2017

The District contribution will be calculated by identifying the percentage change that occurred in the monthly NYSHIP premium between January of the “current calendar year” (2016) and January of the prior calendar year (2015). That percentage will be compared to the items in (2)(a), (2)(b) and (2)(c) above to calculate the projected percentage change that will apply towards calculating the January 1, 2017 – June 30, 2017 rate. Then the (100% minus the employee contribution) formula will again be applied.

For example, the District contribution for an employee with a 9% employee percentage contribution will be calculated as follows:

The January 2015 premium for a family plan was \$1,808.86 and the January 2016 premium for a family plan was \$1,926.21. Therefore, the premium for a family plan increased by 6.49%. Pursuant to paragraph (2), sub-paragraph (b) will be applied because the 6.49% increase from January 2015 to January 2016 is greater than 2% and less than or equal to 7%. Therefore, according to item (2)(b) above, the projected percentage change of 4% will be applied to increase the January 2016 family plan monthly premium of \$1,926.21, which will equal \$2,003.26.

$$(100\% \text{ minus } 9\%) \times \$2003.26 = \$1,822.97$$

$\$1,822.97 \times 6 = \$10,937.82$ (District contribution January 1 – June 30, 2017)

For the period July 1, 2017 – December 31, 2017

Pursuant to paragraph 1, the “current calendar year” for the period July 1–December 31 refers to the calendar year in which these months occur (2017). The monthly premium set by NYSHIP for January of the current calendar year (2017) will be used as the rate to which 100% minus the employee percentage contribution will be applied.

For the period January 1 – June 30, 2018

The District contribution will be calculated by identifying the percentage change that occurred in the January NYSHIP premium between the current calendar year (2017) and the prior calendar year (2016). That percentage will be compared to the items (2)(a), (2)(b) and (2)(c) above to determine the projected percentage change that will be used to calculate the January 1, 2018 – June 30, 2018 rate. Then the (100% minus the employee contribution) formula will again be applied.

- (4) The employee percentage contribution will be as follows:
- a. For full-time employees who commenced employment in the District prior to November 8, 2010:

9%
 - b. For full-time employees hired by the District on or after November 8, 2010:

14%

3. Prohibition of Dual Family Health Insurance Coverage.

Full-time employees will not be eligible for dual family health insurance coverage through the District. They may instead receive one family plan and one individual declination, a family plan and one individual plan, or two individual plans and no declination. Where this restriction causes a discontinuation of coverage, the employee should review the section entitled “Health Insurance Declination” to determine whether the employee may be eligible for an insurance buyout.

It is the intention of the parties in administering this provision to relieve the District of unnecessary insurance costs and to prevent duplication of coverage under the Empire Plan, not to preclude an individual or his/her/their dependents from health insurance coverage. Therefore, nothing contained in this provision will preclude an employee from re-entering the District’s health insurance plan at any time consistent with the State Health Insurance Plan rules when the employee is no longer eligible for coverage under another person’s Empire health insurance plan, through the District (e.g., upon death of a spouse, divorce). Nor will this provision be applied if its effect would be to leave the employee’s children uninsured by reason of how custody and support issues have been determined by a court of law.

4. Health Insurance Declination

During the District's annual open enrollment period, a full-time unit nurse may decline either family or individual health insurance coverage for one year. On the anniversary date of this declination, the full-time unit nurse will receive a bonus equal to one-half the savings to the District but no more than \$750 if the full-time unit nurse declines individual coverage and \$1,500 if the full-time unit nurse declines family coverage. If a full-time unit nurse who currently has family coverage switches to single coverage, the full-time unit nurse will receive a bonus equal to \$750 on the anniversary date of this declination. The full-time unit nurse may elect to reinstitute coverage prior to the end of the year with the consent of the carrier, but the full-time unit nurse will not be eligible for the bonus unless the declination is in effect for one year. This sum will be increased to 25% of the premium savings to the District in any year in which four or more full-time unit members opt to decline family coverage and none of these full-time unit members re-enter the health insurance program during the course of the year. A full-time employee who declines health insurance coverage through the mandatory non-duplication provision will be entitled to the same health insurance declination payment. Effective for health insurance declinations occurring on or after August 28, 2023, notwithstanding anything in the collective bargaining agreement to the contrary, a full-time employee who declines health insurance coverage through the mandatory non-duplication provision will not be entitled to a health insurance declination payment.

Employees who receive the declination bonus and subsequently purchase insurance through the Health Insurance Marketplace will be required to reimburse the District for the full cost of the declination bonus if the coverage offered by the District is deemed unaffordable pursuant to Internal Revenue Code 4980H(b) and the District is assessed a penalty pursuant to that provision of the Code.

Prior to retirement, employees may enroll in NYSHIP coverage in accordance with NYSHIP's Rules and must satisfy NYSHIP's and the District's eligibility requirements in order to be eligible for and receive retiree health insurance.

5. Retiree Health Insurance Coverage.

Full-time unit members who retire on or after July 1, 2016, and are eligible for retiree health insurance coverage from the District through a spouse or other individual, will only be eligible for one family plan and one individual plan, or two individual plans. In addition, full-time unit members will not be eligible for health insurance coverage through the District in retirement unless they have at least 10 years of service in the District and are otherwise eligible for coverage pursuant to the rules, policies, procedures and by-laws of the Empire Plan and

the District. For employees who retire from District service during the term of the contract, the District will contribute toward the cost of their retiree health insurance, if applicable, at the same rate as the District would contribute toward the cost of health insurance for the corresponding group of active employees (if any) (i.e., retirees who were hired by the District prior to November 8, 2010, will pay the same rate as active employees hired prior to November 8, 2010 (e.g. at the same rate as set forth in Article VIII(2) above and thereafter at the rates set forth in future collective bargaining agreements)). The District will contribute at the statutory minimum rate toward the cost of retiree health insurance for any employee who separates from District service for reasons other than retirement and later retires and obtains retiree health insurance benefits through the District.

Employees should be aware that pursuant to NYSHIP's Rules, employees must, in addition to other requirements, be enrolled in NYSHIP or in an alternative employer-sponsored health plan offered by the District prior to the time of retirement as an enrollee or as a dependent in order to be eligible for retiree health insurance.

6. Hospitalization Required During Vacation

Full-time nurses who require hospitalization for a major illness during a vacation may use their sick time in lieu of a vacation and take the vacation at another time, to be scheduled by the Business Manager. Under no circumstances will the vacation time be added to cumulative sick days. It must be taken during the fiscal year in which the illness occurs or credit for it will be terminated.

7. Quarantine

Nurses absent by reason of quarantine or isolation imposed by an order from a doctor, a department of health or a government agency, caused by a contagious disease, will submit the doctor's certificate/order to the District. The absence will be approved for the duration of the quarantine/isolation and will be charged to the nurse's personal illness or business days in accordance with Article XI(1)(A) and (B) ("Absences"), if any, unless the nurse is eligible for, and takes, a leave of absence in accordance with applicable law, in which case whether personal illness or business days are charged for the duration of the absence will be in accordance with applicable law. The Superintendent of Schools will receive medical certification of the nurse's physical ability to perform his/her/their duties prior to the time the nurse returns from this absence.

8. Dental Insurance

The CSEA Horizon dental insurance program will be provided to full-time nurses for the period July 1, 2023 through June 30, 2026. The District contribution toward dental insurance premiums will not exceed \$131.81 per employee per month during the 2023-2024 school year; \$133.13 per employee per month during the 2024-2025 school year; and \$134.46 per employee per month during the 2025-2026 school year.

9. Optical Insurance

The CSEA Platinum 12 Optical Insurance Program will be provided to full-time nurses from July 1, 2023 through June 30, 2026. The District contribution toward optical insurance premiums will not exceed \$24.34 per employee per month during the 2023-2024, 2024-2025 and 2025-2026 school years.

ARTICLE IX. ARMED FORCES SERVICE CREDIT

Nurses who have served in the Armed Forces of the United States will be entitled to veterans' credits as provided pursuant to the law.

ARTICLE X. RETIREMENT

Benefits of the New York State Employees Retirement System, as described in Section 75-E (noncontributory, retroactive to 1938) are available to all eligible members.

ARTICLE XI. ABSENCES

1. Permitted Absences

13 school days absence without salary deduction will be permitted annually for purposes indicated below. (A half-time nurse on annual salary is allowed 13 half days.) (Nurses who work less than half-time will receive four sick leave days, equivalent to the nurse's regular work day, per year.) Sick leave days for a full-time Leave Replacement will be as set forth in Article III(9).

A. Personal Illness (Other than injury sustained while performing scheduled duties)

All school personnel, absent for a period of four consecutive days or more because of illness will be required to present a doctor's certificate to the Building Principal. A nurse who has used all of his/her/their sick days for the year, with permission of the Superintendent, may make use of unused business days for that year as additional sick leave days. Employees are on

notice that in the event of a pattern of absences, the District may require a doctor's note after prior written notification to the employee that a pattern of absence exists. This requirement will terminate no later than one year after the written notification. Prior to issuing the written notification, the supervisor will discuss the absences with the employee.

Effective August 28, 2023, nurses may use their personal illness days for illness in the immediate family without first exhausting their annual business day allotment. If a nurse uses four or more consecutive personal illness days for family illness or for a combination of family and personal illness, then the nurse will be required to present a doctor's certificate to the Building Principal. The doctor's certificate for family illness must state the relationship of the family member to the employee and the date(s) on which the family member was seen by the doctor, but should not state the individual's medical condition for which treatment was sought. Immediate family will be defined as per Article XI(1)(B).

- B. In the event that the nurse has used up his/her/their business days for the school year, up to five days of sick leave may be used for death or illness (effective August 28, 2023, "or illness" will be deleted) in the immediate family. Immediate family consists of parent, child, brother, sister, grandparent, grandchild, husband, wife, mother- and father-in-law, sister/brother-in-law, or any relative residing in the personal household of the nurse. In the event that the nurse has used up his/her business days for the school year, up to five days of sick leave may be used for the death of a significant other with whom the nurse resides.
- C. A nurse will not be charged sick time for the period during which the nurse is contagious if the nurse contracts chicken pox, mumps, measles/rubella, fifth's disease, diphtheria, scarlet fever, pertussis or conjunctivitis from a student in the New Hyde Park- Garden City Park School District while performing the nurse's job duties, provided that the nurse supplied the School District with a doctor's note specifying the diagnosis, the period of contagiousness and that the nurse is fit to return to duty, prior to or on the date of return to duty.

Unused days will be cumulative without limit and as accumulated are to be utilized for the purpose of illness only. Unused days may not be accumulated for nurses who work less than half-time. Absence on school days beyond credited days will result in a deduction in salary equal to the usual number of hours worked per day by the nurse, times the hourly rate.

2. Business Days

A maximum of three days for the purpose of personal business will be allowed each school year for full-time nurses. A half-time nurse on annual salary is allowed three half days. Application for personal business leave will be made to the Superintendent on the attached form, and when practicable, will be submitted at least three days prior to the day or days requested. The Superintendent will have the authority to accept or reject the request.

An aggregate of 15 days of the unused 13 days permitted for personal illness and the three days permitted for business may be accumulated each school year. The cumulated business days may not be used for absence for any reason other than specified in 1(A) above, but may be used only for the purpose of financial compensation as detailed under Terminal Pay Upon Retirement.

3. Terminal Pay Upon Retirement

At the time of retirement (only), the full-time nurse will be reimbursed for accumulative sick and business days as follows: For those with 15 years or less service, 25% times the number of accumulative sick and business days times 1/200th of annual salary of said nurse, during the last year of actual service to a maximum of 50 days' pay; for those with more than 15 years of service, 30% times the total number of accumulative sick and business days, times 1/200th of annual salary of the nurse during the last year of actual service to a maximum of 60 days' pay. Employees will give the Superintendent of Schools at least 30 days' written notice prior to the effective date of the retirement in order to receive terminal pay upon retirement.

4. Jury Duty

Notice of jury duty must be submitted to the Superintendent. Days absent for jury duty will not be charged against either sick days or business days. Full-time nurses will be paid in full by the District. Nurses will request on-call jury service where it is available. Employees must submit to the District any per diem fee received from the court for jury service.

5. Court or Governmental Agency Appearance

The number of days necessary will be allowed without loss of pay when the full-time nurse's attendance is at the request of or on behalf of the District.

6. Medical Examinations

Medical examinations are held on school time.

7. Leave For Serious Illness

A leave of absence of up to one school year may be granted by the District at its discretion, with half pay, to a member of the registered nurses unit for reasons of poor health. This leave will be granted only when the necessity of it is certified by the school physician. A registered nurse unit member on leave will not receive compensation in any other employment during the period of the leave. The period of the leave will count as regular employment in the School District for all purposes. The Superintendent of Schools will receive medical certification of the nurse's physical ability to perform his/her/their duties prior to the time the nurse returns from this leave.

8. The District will allow up to five days for bereavement leave for a full-time nurse's mother, father, spouse, brother, sister, child, mother-in-law, father-in-law, sister/brother-in-law, grandmother, grandfather, grandchild, significant other with whom the nurse resides, or any relative residing in the personal household of the nurse. Bereavement leave will be utilized before leave as set forth in Article XI(1)(B).

In the event of a death during a school recess period or vacation period lasting five weekdays or longer (including emergency closings), leave will be calculated commencing on the weekday following the date of death and continuing on the immediately succeeding weekdays. This means that bereavement leave and the recess or vacation period (including emergency closings) may overlap and those days overlapping will count as days taken for bereavement. Days on which school is closed during a holiday, recess or vacation period shorter than five weekdays (including emergency closings), will not be counted as bereavement leave days. This means that bereavement leave and the holiday, recess or vacation period (including emergency closings) will not overlap. If a death occurs while on such a holiday, recess or vacation period (including emergency closings), then bereavement leave will commence upon the first day the District is in session immediately following the holiday, recess or vacation period (including emergency closings). In the event of a death and bereavement leave immediately prior to a holiday, recess, vacation period or emergency closing, if the bereavement leave was not completed prior to the holiday, recess, vacation period or emergency closing, the bereavement leave will continue upon return from same if the holiday, recess, vacation period or emergency closing is shorter than five weekdays.

9. Child-Bearing and/or Child-Rearing. These provisions apply to full-time nurses only.

A. Child-Bearing

- (1) A nurse who is medically unable to fully perform the duties of a nurse due to pregnancy or a pregnancy-related illness may utilize sick leave provisions in the same way as any other nurse who is ill.
- (2) The Superintendent of Schools will receive the required medical certification of the nurse's physical ability to perform her duties prior to the time the nurse returns from this leave.

B. Child-Rearing Leave

- (1) The District will grant nurses a child-rearing leave of absence upon written notification to the Superintendent of Schools at least two months before the leave is scheduled to begin. The leave of absence will be without pay and the step increment will not accrue. The leave will commence and end at a date mutually agreed upon by the District. In the event of a disagreement as to when the leave will end, the nurse will return at the start of the next semester. In the event of a disagreement as to when the leave will start, the leave will begin not later than the time that the individual is physically unable to perform her duties.
- (2) A child-rearing leave may be extended up to two full years and the nurse will return on the date immediately preceding the opening day of school or any date mutually agreed upon by the District and the Association.
- (3) Child-rearing leave may begin prior to the birth of the child.
- (4) Child-rearing leave may be utilized for adoption of children up to school age.

C. Returning From Leave

- (1) All benefits and rights accumulated prior to the effective date of the leave of absence will be resumed upon return to service except that this will not conflict with other portions of the contract.
- (2) Seniority and salary increments will not accrue to persons on child-rearing leave.

ARTICLE XII. LIFE INSURANCE

From July 1, 2023 through June 30, 2026, a \$5,000 term life insurance policy will be provided to each full-time nurse who is a member of this unit, with an insurance company selected by the District, with the premium therefor to be paid by the District.

ARTICLE XIII. SALARY GUIDES

Effective August 28, 2023, Steps "1" through "12" of the 2022-2023 Salary Schedule will be deleted, the remaining steps will be renumbered, and four new steps will be added, for a total of 15 steps. Effective retroactive to July 1, 2023, the 2022-2023 Salary Schedule will be increased by 2% and eligible unit members will receive a step. As a result, the employee on Step "1" during the 2022-2023 school year will be placed on the new Step "1" of the 2023-2024 Salary Schedule; the employee on Step "17" during the 2022-2023 school year will be placed on the new Step "6" of the 2023-2024 Salary Schedule; the employee on Step "19" during the 2022-2023 school year will be placed on the new Step "8" of the 2023-2024 Salary Schedule; the employee on Step "20" during the 2022-2023 school year will be placed on the new Step "9" of the 2023-2024 Salary Schedule; and the employee on Step "23" during the 2022-2023 school year will be placed on the new Step "15" of the 2023-2024 Salary Schedule.

The longevities reflected in the 2019-2023 Agreement will then be added to the 2023-2024 Salary Schedule and the longevity schedule will be deleted.

Effective July 1, 2024, the 2023-2024 Salary Schedule will be increased by 1.5% and eligible unit members will receive a step.

Effective July 1, 2025, the 2024-2025 Salary Schedule will be increased by 1.5% and eligible unit members will receive a step.

Extracurricular Activity Rate: Upon request by the Unit President, the District will provide the Unit President with a copy of the Board resolution setting the current rate for extracurricular activities.

ARTICLE XIV. PERSONNEL FILES

Only one personnel file will be maintained for each nurse. Other files, such as payroll, hospitalization, etc., will, of course, be continued.

The nurse will have the right to examine his/her/their file in the presence of the Business Manager. At the request of the nurse, items may be removed from the file for copying by the Business Manager. Under no circumstances may the nurse remove the file or its contents from the office.

Derogatory matters will not be entered in an employee's file until the employee has read and signed a copy of the entry or, if the employee refuses or fails to sign the entry, after the refusal or failure to sign the entry is documented in accordance with the following procedure by the individual who provided the employee with a copy of the entry. The documentation will include the date, time and place the employee was provided with a copy of the entry, the person providing the copy, the names of any witnesses, and details about the employee's refusal or failure to sign the entry. The documentation, with a copy of the entry attached, will be sent to the employee's last home address on file with the District by certified mail, return receipt requested. Upon mailing in accordance with these procedures, the documentation and entry may be placed in the employee's file, even if it is returned to the District as undeliverable or the return receipt is not returned. The nurse's signature on the record represents only that he/she/they has/have read the material, not that he/she agrees with it. The nurse may prepare an answer to the derogatory matter for his/her file. Any answer must be submitted within 15 business days of the date on which the Nurse is shown the material and will be reviewed and initialed by the Superintendent or his/her/their designee and attached to the file copy.

Credentials pertaining to a nurse's education and service (personal and professional references) prior to his/her/their employment will be marked confidential and placed on the left side of the personnel folder and may not be inspected by the nurse.

ARTICLE XV. TRANSFER AND REASSIGNMENT

Nurses may request transfer from one building to another. Nurses will be reassigned according to Civil Service regulations (and the nurse's seniority will be considered by the Administration when interschool transfers are made).

Nurses may be transferred for the good of the District. Under those circumstances, the nurse may request and receive an appointment to discuss the matter with the Superintendent.

Transfers may be honored on a seniority basis where they do not substantially affect working conditions.

ARTICLE XVI. ASSOCIATION BUSINESS

1. **Rights and Privileges of the Association**
 - A. The Association and its representatives will have the right to use appropriate meeting rooms in the school buildings at all reasonable hours for its meetings, provided that sufficient prior notice is given to the appropriate school principal and the use does not interfere with normal school operations.

- B. Duly authorized representatives of the Association will be permitted to transact official Association business on school property and in all school buildings at all reasonable times, provided that this will not interfere with or interrupt normal school operations.
- C. The Association will have the right to use school facilities and equipment, when available, including duplicating equipment, calculating machines, and all types of audio-visual equipment, which equipment will be kept in good repair and operation at the expense of the Board. The Association will pay for the reasonable cost of all materials and supplies incident to such use at the cost to the School District.
- D. The Association will receive notice and the agenda for every open Board meeting at the same time as the public.
- E. The Superintendent or the Superintendent's designee and representatives of the Association will meet when necessary for discussion purposes.

ARTICLE XVII. MUTUALITY OF OBLIGATION

- 1. In the event that any provision of this agreement is, or will at any time be, contrary to law, all other provisions of this agreement will continue in effect.
- 2. All activities connected with this contract, including processing of grievances, will be conducted during reasonable hours.

ARTICLE XVIII. DURATION

- 1. The provisions of this contract will be effective through June 30, 2026. Either party may initiate negotiations over a successor agreement by written notice to the other party on or about January 1, 2026.
- 2. This contract will not be changed, altered or impaired in any manner unless consented to in writing by the parties.
- 3. The parties expressly acknowledge that during the negotiations which resulted in this contract, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth completely in this contract, and this contract supersedes any and all prior agreements and understandings, whether verbal or written, between the parties.

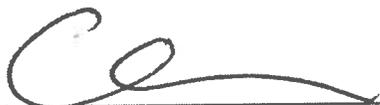
4. In accordance with Civil Service (Taylor) Law, as amended by Section 204-a-1 and enacted by the 1969 Legislature:

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 APPROVAL.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this ____ day of November, 2023.



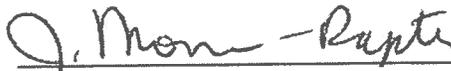
PRESIDENT
(CSEA – Registered Professional Nurses Unit)



LEILA KIM
(CSEA, Local 1000, AFSCME)



PRESIDENT
(Board of Education, New Hyde Park-Garden City Park Union Free School District)



SUPERINTENDENT
(Board of Education, New Hyde Park-Garden City Park Union Free School District)

SCHEDULE A

	2023-2024	2024-2025	2025-2026
1	\$ 49,041	\$ 49,777	\$ 50,524
2	\$ 50,001	\$ 50,751	\$ 51,512
3	\$ 51,433	\$ 52,204	\$ 52,987
4	\$ 52,435	\$ 53,222	\$ 54,020
5	\$ 53,459	\$ 54,261	\$ 55,075
6	\$ 54,507	\$ 55,325	\$ 56,155
7	\$ 55,576	\$ 56,410	\$ 57,256
8	\$ 57,169	\$ 58,027	\$ 58,897
9	\$ 58,287	\$ 59,161	\$ 60,048
10	\$ 59,429	\$ 60,320	\$ 61,225
11	\$ 60,584	\$ 61,493	\$ 62,415
12	\$ 60,584	\$ 61,493	\$ 62,415
13	\$ 61,084	\$ 62,000	\$ 62,930
14	\$ 61,695	\$ 62,620	\$ 63,559
15	\$ 62,312	\$ 63,247	\$ 64,196

Longevity steps are included in the salary schedule and there is not a separate longevity schedule

Please note that minor differences of not more than \$2.00 may occur due to rounding

SCHEDULE B

REQUEST FOR PERSONAL BUSINESS DAY FORM

NEW HYDE PARK - GARDEN CITY PARK UNION FREE SCHOOL DISTRICT

Date: _____ School/Office: _____

To: Superintendent of Schools
New Hyde Park-Garden City Park U.F.S.D.

From: _____
(Print Name)

(Signature)

Subject: LEAVE WITH PAY FOR PERSONAL BUSINESS

Date(s) Requested: _____

I am requesting leave with pay for the following reason, as defined in the contract between the New Hyde Park-Garden City Park Union Free School District and the Union.

_____ Legal

_____ Religious

_____ Household

_____ Family

All requests for personal business days will be submitted at least three (3) days prior to day(s) requested whenever practicable and must be approved by the Superintendent.

APPROVED _____
Superintendent



Local 1000, AFSCME, AFL-CIO
143 Washington Ave., Albany, NY 12210

Mary E. Sullivan, President

