
AGREEMENT

by and between the
BOARD OF EDUCATION

of the
**FLORAL PARK-BELLEROSE
UNION FREE SCHOOL DISTRICT**

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



Floral Park-Bellerose UFSD Nurses Unit #7615-02
Nassau County Educational Local 865

July 1, 2023 - June 30, 2027

the 1990s, the number of people in the world who are under 15 years of age is expected to increase from 1.1 billion to 1.5 billion.

There are a number of reasons why the number of people in the world is expected to increase. One of the main reasons is the increase in life expectancy.

Life expectancy has increased significantly in many countries, particularly in developed countries. This is due to a number of factors, including improved medical care, better nutrition, and a more stable environment.

Another reason for the increase in the number of people in the world is the increase in the birth rate. In many developing countries, the birth rate is still high, and this is expected to continue for some time.

The increase in the number of people in the world is expected to have a number of significant impacts. One of the main impacts is the increase in the demand for resources, such as food, water, and energy.

The increase in the number of people in the world is also expected to have a significant impact on the environment. The increase in the number of people will lead to an increase in the amount of land and resources that are used, which will lead to an increase in pollution and a decrease in biodiversity.

The increase in the number of people in the world is also expected to have a significant impact on the global economy. The increase in the number of people will lead to an increase in the demand for goods and services, which will lead to an increase in the price of these goods and services.

The increase in the number of people in the world is also expected to have a significant impact on the global climate. The increase in the number of people will lead to an increase in the amount of greenhouse gases that are emitted, which will lead to an increase in global temperatures.

The increase in the number of people in the world is also expected to have a significant impact on the global population distribution. The increase in the number of people will lead to an increase in the number of people living in urban areas, which will lead to an increase in the number of people living in poverty.

The increase in the number of people in the world is also expected to have a significant impact on the global labor market. The increase in the number of people will lead to an increase in the number of people who are looking for work, which will lead to an increase in unemployment.

The increase in the number of people in the world is also expected to have a significant impact on the global education system. The increase in the number of people will lead to an increase in the number of people who are going to school, which will lead to an increase in the demand for teachers and other educational resources.

The increase in the number of people in the world is also expected to have a significant impact on the global health system. The increase in the number of people will lead to an increase in the number of people who are getting sick, which will lead to an increase in the demand for medical care.

The increase in the number of people in the world is also expected to have a significant impact on the global social system. The increase in the number of people will lead to an increase in the number of people who are living in poverty, which will lead to an increase in social inequality.

The increase in the number of people in the world is also expected to have a significant impact on the global political system. The increase in the number of people will lead to an increase in the number of people who are voting, which will lead to an increase in the demand for political participation.

The increase in the number of people in the world is also expected to have a significant impact on the global cultural system. The increase in the number of people will lead to an increase in the number of people who are practicing different cultures, which will lead to an increase in cultural diversity.

The increase in the number of people in the world is also expected to have a significant impact on the global religious system. The increase in the number of people will lead to an increase in the number of people who are practicing different religions, which will lead to an increase in religious diversity.

The increase in the number of people in the world is also expected to have a significant impact on the global language system. The increase in the number of people will lead to an increase in the number of people who are speaking different languages, which will lead to an increase in linguistic diversity.

The increase in the number of people in the world is also expected to have a significant impact on the global art system. The increase in the number of people will lead to an increase in the number of people who are creating art, which will lead to an increase in artistic diversity.

The increase in the number of people in the world is also expected to have a significant impact on the global science system. The increase in the number of people will lead to an increase in the number of people who are doing science, which will lead to an increase in scientific diversity.

The increase in the number of people in the world is also expected to have a significant impact on the global technology system. The increase in the number of people will lead to an increase in the number of people who are using technology, which will lead to an increase in technological diversity.

The increase in the number of people in the world is also expected to have a significant impact on the global sports system. The increase in the number of people will lead to an increase in the number of people who are playing sports, which will lead to an increase in sports diversity.

The increase in the number of people in the world is also expected to have a significant impact on the global entertainment system. The increase in the number of people will lead to an increase in the number of people who are watching entertainment, which will lead to an increase in entertainment diversity.

The increase in the number of people in the world is also expected to have a significant impact on the global fashion system. The increase in the number of people will lead to an increase in the number of people who are wearing different styles of clothing, which will lead to an increase in fashion diversity.

The increase in the number of people in the world is also expected to have a significant impact on the global food system. The increase in the number of people will lead to an increase in the number of people who are eating different types of food, which will lead to an increase in food diversity.

The increase in the number of people in the world is also expected to have a significant impact on the global housing system. The increase in the number of people will lead to an increase in the number of people who are living in different types of housing, which will lead to an increase in housing diversity.

The increase in the number of people in the world is also expected to have a significant impact on the global transportation system. The increase in the number of people will lead to an increase in the number of people who are using different modes of transportation, which will lead to an increase in transportation diversity.

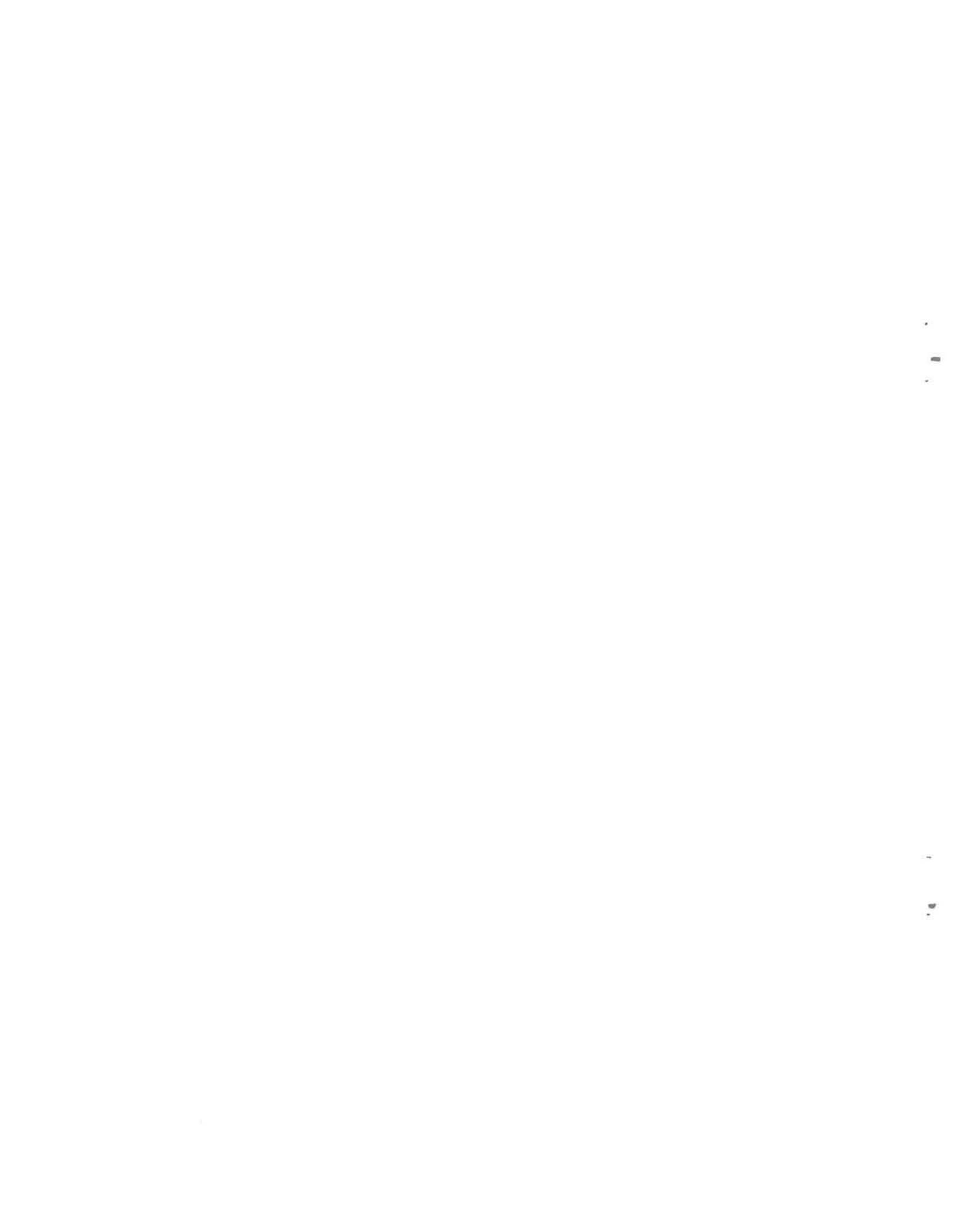
The increase in the number of people in the world is also expected to have a significant impact on the global communication system. The increase in the number of people will lead to an increase in the number of people who are using different methods of communication, which will lead to an increase in communication diversity.

The increase in the number of people in the world is also expected to have a significant impact on the global information system. The increase in the number of people will lead to an increase in the number of people who are using different sources of information, which will lead to an increase in information diversity.

The increase in the number of people in the world is also expected to have a significant impact on the global entertainment system. The increase in the number of people will lead to an increase in the number of people who are watching different types of entertainment, which will lead to an increase in entertainment diversity.

TABLE OF CONTENTS

ARTICLE I PROFESSIONAL STAFF	1
ARTICLE II DURATION OF AGREEMENT	1
ARTICLE III COPIES OF AGREEMENT	2
ARTICLE IV LEGAL RIGHTS	2
ARTICLE V SCHOOL NURSES FACILITIES & RIGHTS	2
ARTICLE VI MEETINGS AND COMMITTEES	2
ARTICLE VII WORKING CONDITIONS	2
ARTICLE VIII PROFESSIONAL PLACEMENT	3
ARTICLE IX BOARD PREROGATIVE	3
ARTICLE X HOURS & ASSIGNMENTS	3
ARTICLE XI LEAVE	4
ARTICLE XII PROFESSIONAL BEHAVIOR	6
ARTICLE XIII REDUCTIONS OR CONSOLIDATIONS	7
ARTICLE XIV PROFESSIONAL RIGHTS & RESPONSIBILITIES	7
ARTICLE XV TERMINAL PAY	7
ARTICLE XVI COMPENSATION	8
ARTICLE XVII GRIEVANCE PROCEDURES	9
ARTICLE XVIII CONFLICT WITH STATUTES & LAW	10
ARTICLE XIX WORKERS' COMPENSATION	11
ARTICLE XX CPR CERTIFICATES	11
ARTICLE XXI HEALTH INSURANCE	11
ARTICLE XXII DENTAL INSURANCE	12
ARTICLE XXIII RETIREMENT	12
ARTICLE XXIV 403(b) PLAN	12
ARTICLE XXV 457 PLAN	12
SALARY SCHEDULES	14



This Agreement has been made by and between FLORAL PARK-BELLEROSE UNION FREE SCHOOL DISTRICT, hereinafter termed the "DISTRICT," and "CIVIL SERVICE EMPLOYEES' ASSOCIATION, LOCAL 1000 AFSCME, AFL-CIO (Nurses' Unit), hereinafter termed the "NURSES' UNIT," in order to effectuate the provisions of Article 14 of the Civil Service Law as written and as it may hereafter during the term of this Agreement be amended and be in force, and to encourage and increase effective and harmonious relationships between the DISTRICT and the NURSES' UNIT. The DISTRICT and the NURSES' UNIT agree that all negotiation items have been discussed during the negotiations leading to this Agreement, and therefore agree that, unless both parties agree in writing to reopen the Agreement as to any item, negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement.

ARTICLE I - PROFESSIONAL STAFF

The DISTRICT hereby recognizes the NURSES' UNIT as the sole bargaining agent for regularly employed Full- and Part-time School Nurses. A Full-time School Nurse is regularly employed 35 hours or more per week. A Part-time School Nurse is regularly employed fewer than 35 hours per week. The NURSES' UNIT will be entitled to unchallenged representation status for the maximum period permissible under Article 14 of the Civil Service Law as written and as it may hereafter during the term of this Agreement be amended and be in force.

The NURSES' UNIT agrees not to engage in, cause, instigate, encourage or condone a strike.

No later than December 1, 2026, representatives of the NURSES' UNIT and representatives of the DISTRICT will enter into negotiations for the following school year. Neither party in any negotiations will have any control of the selection of the representatives of the other party, and each party may select its representatives from within or outside of the District.

If an agreement is not reached within the time set forth in the Civil Service Law, an impasse may be deemed to exist. Either party may request the services of Public Employment Relations Board as prescribed by Civil Service Law Article 14.

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.

ARTICLE II - DURATION OF AGREEMENT

This Agreement will be effective July 1, 2023 and will continue in full force and effect until June 30, 2027. All provisions of this Agreement will remain in full force and effect until this Agreement is amended in writing by both parties.

ARTICLE III - COPIES OF AGREEMENT

Electronic copies of this Agreement will be provided to all unit members.

ARTICLE IV - LEGAL RIGHTS

Nothing contained in this Agreement will be construed to deny or restrict to any School Nurse, or to the Board or its representatives, rights he, she or they may have under the New York State Education or Civil Service Laws, or other applicable laws of the State of New York.

ARTICLE V - SCHOOL NURSES FACILITIES & RIGHTS

- A. Upon sufficient advance notice and approval of the Superintendent of Schools, the School Nurses will be permitted to use school space for meetings prior to, or subsequent to, regular school hours, provided these meetings neither conflict with previously scheduled activities nor interfere with any educational program.
- B. Subject to the approval of the Superintendent of Schools, reasonable use of equipment such as typewriters, computers, calculating machines and certain visual equipment will be made available to the School Nurses. This equipment will be operated either by School Nurses or school personnel at the discretion of the Superintendent of Schools, and will be confined to times when the equipment is not needed for District purposes or at times that are otherwise reasonable. The School Nurses will pay for all materials and supplies incidental to the use of this equipment.
- C. Nurses' Unit Business: Duly authorized representatives of the Nurses' Unit will be permitted to transact official Nurses' Unit business on school property at times which in no way interfere with obligations or the operations of the District.

ARTICLE VI - MEETINGS AND COMMITTEES

- A. Meetings with Superintendent of Schools: The Superintendent of Schools will meet, if so requested, with School Nurses' representatives during the school year (September – June).
- B. Existing or future staff relations committees or principal advisory committees, or equivalent, may not function in a manner intended to subvert the purpose of this Agreement. Existing or future School Nurses, representatives, members, committees will not function in a manner intended to subvert the purpose of this Agreement or the rights of the District.

ARTICLE VII - WORKING CONDITIONS

Job Security and Maintenance of Standards: Any School Nurse whose position is eliminated will be considered for another position in the health services (registered nurse), if available.

ARTICLE VIII - PROFESSIONAL PLACEMENT

Voluntary Transfer

A School Nurse who desires a change in area or building assignment may file a written statement of his/her desire with the Building Principal, to be submitted to the Superintendent of Schools.

Involuntary Transfer

1. Notice of involuntary transfer or reassignment to building will be given to School Nurses as soon as practicable.
2. When the need for an involuntary transfer or reassignment is known, it may be publicized. Volunteers from among those meeting the qualifications of the position will be given consideration.
3. An involuntary transfer or reassignment will be made only after a meeting between the School Nurse involved and the Principal, at which time the School Nurse will be notified of the reason(s) for it. In the event that the School Nurse objects to the transfer or reassignment at this meeting, upon request of the School Nurse, the Superintendent of Schools will meet with the School Nurse.

ARTICLE IX - BOARD PREROGATIVE

The establishment of policy is the prerogative of the Board. This Agreement will constitute the full and complete commitment between the parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

This Agreement will not supersede any policies, rules, regulations or practice of the Board which will be contrary to, or inconsistent with, terms of the Agreement. Board policy takes precedence. Any individual agreement, arrangement or contract hereafter executed will be expressly made subject to, and consistent with, the terms of this Agreement.

ARTICLE X - HOURS & ASSIGNMENTS

Hours

The day for a full-time School Nurse assigned to the John Lewis Childs Elementary School or the Our Lady of Victory School will be defined as beginning 15 minutes prior to the start of school and ending 15 minutes after the close of school, or not less than seven hours inclusive of a lunch period of 45 minutes. The day for a full-time School Nurse assigned to the Floral Park-Bellerose Elementary School will be defined as beginning 15 minutes prior to the start of school and ending 15 minutes after the close of the last session, or not less than seven hours and 15 minutes inclusive of a lunch period of 45 minutes. The day for a part-time School Nurse will be determined by the District. The pay rate beyond 35 hours per week will be paid as straight time. Any hours worked beyond 40 hours will be overtime.

School Nurses will be required to stay on site during the school day. The health office will be covered by a regular School Nurse on site throughout the school day.

A School Nurse will be permitted to leave the building during his/her lunch break only if there is another School Nurse already stationed in the building who will remain stationed there for the duration of the School Nurse's lunch break. The Building Principal or his/her designee may, at any time and in his/her sole non-reviewable discretion, require the School Nurse(s) to remain in the building during his/her lunch break.

The length of the school year will be 185 days and will include three Superintendent's Conference Days and six additional hours of professional development to be scheduled in the District's sole, non-reviewable discretion following consultation with the Union.

School Nurses will be given written notice of their building assignments not later than the last day of school for School Nurses in June of each year.

Where possible, no definite assignment will be given to new School Nurses employed by the District until all pending requests for reassignments or transfer have been acted upon.

Should two or more School Nurses apply for the same position and have substantially equal qualifications and competency, the length of time present in the area will receive consideration in judging the request.

Each School Nurse may be assigned up to six evening coverages during the school year. The School Nurse will be entitled to receive a stipend of \$ 100.00 for each evening coverage.

ARTICLE XI- LEAVE

A. Sick Leave and /or Personal Leave

Nine days of sick leave per year, with unlimited accumulation, will be granted to each full-time School Nurse. Up to three of the nine sick days may be used each school year for the serious illness of the School Nurse's spouse, children or parents, provided that the spouse, children or parents are dependents of the School Nurse or dependent upon him/her. In addition, three days of personal leave per year, with unlimited accumulation, will be granted to each full-time School Nurse for business purposes as is defined in paragraph "D" of this Article. Sick and personal leave days will be prorated at .9 and .3 days, respectively, per completed month of service for School Nurses who are hired after September 1 or separate from District employment prior to June 30.

In addition, School Nurses, who have completed three years of service to the District, will be granted "catastrophic" Sick Leave equivalent to their accumulative Sick Leave (to a maximum of 200 days) for extended illness or unavoidable accidents.

Further extension of Sick Leave will be at the discretion of the Board.

1. School Nurses, who become sick with mumps, measles, chicken pox, German measles contracted from exposure to children in the District, will be granted Sick Leave for the duration of their illness without deduction from their Sick Leave or for up to 60 workdays, whichever is shorter.
2. Inasmuch as continuous incidental absence is not conducive to providing children with proper health service, the District reserves the right to take the appropriate action relative to a School Nurse's absence and to seek the necessary means of correcting the situation.
3. If the Board or the Superintendent of Schools so requires, the School Nurse will furnish a satisfactory medical certificate certifying the cause of absence or reasons of personal business.
4. Part-time School Nurses. A Part-time School Nurse assigned to work 0.5 FTE or greater will receive sick and personal leave, prorated by his/her FTE status. A Part-time School Nurse assigned to less than 0.5 FTE will not receive any leave.

B. Professional Leave

Application for professional leave for School Nurses to attend educational programs, institutes, workshops and conferences (two per conference, subject to the staffing needs of the district) will be made and submitted to the Building Principal (for approval or denial by the Superintendent of Schools). All reasonable expenses of the attendance will be compensated by the District, as so determined by the Superintendent. School Nurses must submit proof of attendance (e.g., a certificate of attendance) to the Business Office within two workdays after completing the course.

C. Leave of Absence Without Pay

School Nurses who have given three years of service to the District will be eligible to take leave without pay, not in excess of one year in length, for purpose of rest, restoration of health, adoption, or the alleviation of hardship involving themselves or their immediate family.

Except in an emergency situation, at least three months' prior written notice to the Superintendent must be provided of the need for a leave. School Nurses planning to return from leave must notify the District in writing no less than 90 days prior to the date of anticipated return. In the event notice is not so provided, the School Nurse will be deemed to have resigned from his/her position.

D. Personal or Business Days

Each School Nurse will be entitled, if needed, to Personal or Business days, being defined as follows:

1. *Legal Matters*
House closings, income tax hearing, adoption proceedings, and court appearances.
2. *Ceremonies*
Graduation of School Nurse, spouse or child; day of Wedding ceremony; confirmation.

3. *Education*
Required educational examinations related to District-held or desired position(s); required visits by parents to colleges.
4. *Religious Observances*
Religious holiday observances of the School Nurse's particular faith not provided for in the regular school calendar.
5. *Funerals*
Attendance at funeral services of a person, other than in the immediate family (see Section "E"), the nature of whose prior relationship to the School Nurse warrants attendance.
6. Any other reason deemed valid by the Superintendent of Schools, acting at his/her discretion.

E. Compassionate Leave

School Nurse will be entitled, if needed, to five days' Compassionate Leave for each death in the immediate family. For purposes of the provision, "immediate family" will include spouse, children, parents, brothers, sisters, mother-in-law, father-in-law, and other permanent members of the immediate household. In addition, if needed and available, additional days will be charged to the School Nurse's Sick/Personal Leave.

ARTICLE XII - PROFESSIONAL BEHAVIOR

- A. School Nurses are required to comply with rules, regulations and directives adopted by the Board or its representatives, provided that the implementation of these rules, regulations or directives do not threaten their physical safety or well-being.
- B. The School Nurses recognize that abuse of Sick Leave or other leaves, chronic tardiness or absences, deficiencies in professional performance, and other violations of the Agreement, the By-Laws and regulations of the Board by School Nurses reflect adversely upon the profession and create undesirable conditions in the District. Accordingly, the School Nurses will use their best efforts to correct breaches of professional behavior by any School Nurse. Action by the School Nurses will not, however, be deemed a condition precedent to action by the Board.
- C. All reprimands, warnings or disciplinary action for any alleged infraction of this Agreement, the policies, By-Laws and regulations of the Board will be administered privately, provided, however, that the School Nurse will have the opportunity, if he/she so desires, to request the presence of a representative of the School Nurses at that time. If a written memo is to be made and included in the record of the School Nurse, the School Nurse will have the opportunity to review the memo and to note, within 10 calendar days from the inclusion of the memo in the record, his/her comments on it.
- D. All School Nurses will have the right to periodic review of their personnel files, including the evaluation forms contained in them (confidential material excluded).

ARTICLE XIII - REDUCTIONS OR CONSOLIDATIONS

Should the necessity arise for reductions in School Nurses, or should it be determined that this District will be consolidated with other districts or portions thereof, the Board will notify the School Nurses of the decision and consult with them concerning the effects of the reductions or consolidation. Final decision as to the reduction or consolidation, including the manner in which it will be effectuated and the effects thereof, will rest with the Board.

ARTICLE XIV - PROFESSIONAL RIGHTS & RESPONSIBILITIES

Any routine medical examination, immunization or chest x-ray required by the District for a new employee and/or a probationary School Nurse eligible for permanent appointment will be reimbursed by the District for fees not to exceed \$35 after the individual has first utilized his/her insurance. The School Nurse(s) will have the right to select a physician of his/her choice. The School Nurse has the right to avail herself of the services of the School Physician at no cost to the individual.

Whenever the District requires a School Nurse to submit a medical or psychological examination by a physician of the District's choice, in order to determine the physical or mental capacity of the School Nurse to perform his/her duties, the School Nurse will be entitled to be accompanied by a physician or other person of his/her choice. The District will pay the full cost of this medical examination, after the School Nurse has first used his/her insurance should coverage be available for the examination.

ARTICLE XV - TERMINAL PAY

All unused Sick Leave and Personal Leave will be cumulative for purposes of terminal payment upon the School Nurse's retirement or resignation.

The payment will be calculated on the basis of 1/200 of the annual salary of the School Nurse during his/her last year of service for each four days of accumulated leave.

Terminal payment will be granted to a School Nurse who:

- a. is eligible for and meets the necessary requirements for a service retirement as defined by the New York State Employees' Retirement System; and has served in the District for a period of not less than five years prior to retirement; and duly and timely executes an application for retirement and resigns for retirement purposes; or
- b. is eligible for and meets the necessary requirements for a service retirement as defined by the New York State Employees' Retirement System and who resigns from his/her employment with at least 20 years of service to the District.

Should a School Nurse who meets the requirements of (a) or (b) above die prior to receiving the terminal payment, payment will be made to his/her estate.

A 0.5 FTE or greater part-time School Nurse will be eligible for Terminal Pay, which will be prorated by his/her FTE status for days accumulated as a 0.5 FTE or greater part-time School Nurse. A part-time School Nurse assigned to less than 0.5 FTE will not be eligible for Terminal Pay.

The number of accumulated sick leave/personal leave days for which a School Nurse may be compensated upon separation from service from the District due to retirement or resignation will not exceed 225 days.

ARTICLE XVI - COMPENSATION

1. The Salary for all School Nurses shall be increased as follows:

2023/2024 - \$15,000 increase to Step 1; 1% between Steps – See attached salary schedule.
2024/2025 – 2% increase plus increment – See attached salary schedule.
2025/2026 – 2% increase plus increment – See attached salary schedule.
2026/2027 – 2% increase plus increment - See attached salary schedule.

Part-time School Nurses will be paid on an hourly basis as per the attached schedules.

2. School Nurses with a Bachelor of Science Degree will receive a one-time increase of \$1,500 added to their base salary, effective upon submission of the required District paperwork and Board approval of the increase. School Nurses who receive a Masters of Science Degree will receive a one-time increase of an additional \$1,000 added to their base salary, effective upon submission of the required District paperwork and Board approval of the increase.
3. Additional compensation due to full-time School Nurses assigned to the Floral Park-Bellerose School for the extended day will be 3.6% times the annual contract salary. Additional compensation due to a half-time School Nurse assigned to the Floral Park-Bellerose School for the extended day will be calculated by multiplying the full-time School Nurse extended day salary at the Floral Park-Bellerose School by 0.5.
4. There will be a longevity stipend in the amount of \$500 per year beginning in the 10th year and \$750 per year beginning in the 20th year and \$1,350 per year beginning in the 25th year. A 0.5 FTE or greater part-time School Nurse will receive a prorated longevity stipend. A part-time School Nurse assigned to less than 0.5 FTE will not receive any longevity.
5. Additional amounts of money shall be added to School Nurses' annual base rate of pay at the following:

10 years: \$1,000
15 years: \$1,100
20 years: \$1,200
25 years: \$1,300

ARTICLE XVII - GRIEVANCE PROCEDURES

A. General

1. All School Nurses will have the right and opportunity to present to their immediate supervisor and to the other administrators indicated in the following procedures, any grievance relating to their assignment or condition of employment without fear of coercion, discrimination or reprisal.
2. All School Nurses will have the right to be represented, if they so desire, at the written stage of the grievance procedure by a person of their choice.
3. It is understood and agreed that the complainant may, at any stage, withdraw his/her grievance. This should be done in writing.
4. It is understood and agreed that should any supervisor or administrator not comply with the time limitations set forth herein for making a decision, unless both parties agree to a delay, the complainant may automatically proceed to the next stage. It is also understood that, if the Civil Service employee does not comply with the time limitations set forth at all stages, the grievance will be deemed to be waived or satisfied.

B. Definitions

1. "School Nurse" will mean any member represented by the NURSES' UNIT.
2. The term "Board of Education" means the duly elected trustees of the Floral Park-Bellerose Union Free School District.
3. "Grievance" will be defined as a violation of an explicit provision of this Agreement.
4. "Complainant" means any School Nurse (as defined above) who presents an alleged grievance.
5. "Policy" means any rules, procedures, regulations, administrative orders or work rules affecting a School Nurse.
6. Saturdays, Sundays and holidays will be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure, except where the term "calendar days" is used.
7. "Immediate supervisor" means the Building Principal; and in the parochial schools "immediate supervisor" means the Superintendent of Schools or his/her designee.

C. Procedures for Individual Grievances

1. First Stage – Informal Presentation

- a. A School Nurse who claims to have a grievance will make an appointment to present the facts of the grievance and the relief desired to his/her immediate supervisor, orally, in a genuine effort to remedy the situation, within 10 days after the alleged grievance occurs. The immediate supervisor will make himself/herself available to the complainant for the latter's oral presentation at the requested appointment.
- b. The immediate supervisor will discuss the grievance with the employee and will make an investigation and consult with other employees and members of the staff as he/she deems appropriate.

- c. The supervisor will orally advise the complainant of his/her decision within seven days after the grievance has been presented.

2. Second Stage

- a. If the complainant is not satisfied with the decision at stage one, the complainant may within seven days after receiving the decision, request in writing a review and determination of his/her grievance by the Superintendent setting forth in detail the respects in which the decision is in error or improper and giving a copy to the building principal or immediate supervisor who made the decision in Stage One. Within five days after receiving the request, the Building Principal or immediate supervisor will submit to the Superintendent a written statement of his/her report and reply and the facts relating to it.
- b. Complainant will make himself/herself available for any personal discussion with the Superintendent.
- c. The Superintendent will notify the complainant within 10 days, in writing, of his/her decision.

3. Third Stage - Appeal to the Board of Education

- a. If the complainant is not satisfied with the decision rendered by the Superintendent, the complainant may, within 10 days thereafter, request in writing a review and determination of his/her grievance by the Board of Education. The written request will specify the basis or reasons for his/her dissatisfaction with the Superintendent's decision and the relief sought. A copy of the request will be given simultaneously to the Superintendent by the complainant.
- b. The Board, within one month of receipt of the appeal, will fix a date and place for a meeting at which time the complainant may present oral and written statements in support of the complainant position. At the option of the Board, this may be held before the Board, a committee of the Board or the School Attorney.
- c. The meeting will be fixed at a date not more than 20 and not less than 10 days from the date of the mailing of the notice.
- d. The Board, its Committee, or the School Attorney will render a decision in writing within 20 days after the meeting, or any final adjournment or extension thereof which decision will be final. The decision will be made a record of the Board, with a copy furnished to the complainant or his/her representative.

ARTICLE XVIII - CONFLICT WITH STATUTES & LAW

In the event that any provision in this Agreement is in conflict with law or any statute now or hereafter in effect, the law or statute will prevail, but the balance of this Agreement will remain in full force and effect.

All provisions of this Agreement, unless changed by Amendment, addition or deletion, as noted in this Agreement, will remain in full force and effect and the parties hereby ratify and confirm all of the other terms and provisions of this Agreement as modified.

ARTICLE XIX - WORKERS' COMPENSATION

School Nurse absent because of injury arising out of and in the course of employment will be granted and charged sick leave.

ARTICLE XX - CPR CERTIFICATES

All School Nurses will have current CPR certificates. The District will cover the cost of CPR training if not offered in-house.

ARTICLE XXI - HEALTH INSURANCE

Health insurance will be available to eligible School Nurses for both individual and family contracts.

School Nurses will contribute 17% of the cost of individual and/or family health insurance coverage.

The District's contribution toward individual or family health insurance coverage for a 0.5 FTE or greater part-time School Nurse will be prorated by the part-time School Nurse's FTE status. In addition, the part-time School Nurse will be required to contribute toward the health insurance premiums in the same amount as a full-time Nurse. The total contribution by the District toward family or individual coverage for a part-time School Nurse is subject to the New York State Health Insurance Program (NYSHIP) minimum contribution limits.

The District will adopt an IRC 125 Plan which will include and be limited to premium conversion.

Any School Nurse who has other health insurance coverage may at his/her option, choose to drop his/her District coverage and receive a \$2,000 cash benefit in lieu of the health insurance benefit. The School Nurse must submit to the District adequate documentation of his/her other health insurance coverage. Notification of a School Nurse's decision to opt-out of District-provided health insurance coverage for the next calendar year must be received by the District on or before December 1. This option will be exercised on a yearly basis, unless the School Nurse experiences a qualifying event during the 12-month period, and will coincide with the annual health insurance option period.

Each School Nurse's health insurance contribution payroll deductions will cover the period September 1 through August 31. A School Nurse whose effective date of resignation from District service is between June 30 and August 31 will be eligible to continue his/her health insurance coverage during July and August pursuant to the terms of the CBA.

The District shall permit full-time and part-time bargaining unit members and their dependents to enroll, at the sole expense of the members, in the Member Plus Vision Plan for the period beginning May 1, 2024. The cost of such coverage shall be paid by each enrolled member by means of a payroll deduction on a pre-tax basis.

ARTICLE XXII - DENTAL INSURANCE

A dental insurance plan will be available under the auspices of the CSEA. Any School Nurse who has a spouse who also has family dental insurance plan coverage with any private or public employer may choose to opt out of the dental plan.

A School Nurse may opt out of the dental plan and receive a cash benefit of not more than 50% of the premium or \$200. The School Nurse will give the Superintendent of Schools at least 30 days' written notice of the intent to select this option and to provide the names, addresses of the insurance carriers providing the dental coverage. School Nurses opting to participate in the dental plan will contribute 25% of the cost of the dental plan. This option will be exercised on a yearly basis.

ARTICLE XXIII - RETIREMENT

New York State Employees Retirement System benefits will be provided in accordance with the approved plan - Section 75-1.

ARTICLE XXIV - 403(b) PLAN

Employees will continue to be permitted to participate in the District's Section 403(b) tax sheltered annuity plan. An employee utilizing this 403(b) plan must first execute an indemnification agreement prepared by the District pursuant to which the employee will indemnify and save and hold the District and any and all of its employees, representatives, officers and/or members of the Board of Education (collectively, "employees") harmless against any and all claims, demands, suits or other forms of liability which may arise out of, or by reason of, any action taken or not taken by the District or any of its employees for the purpose of complying with this provision and State law, except any actions that may arise out of criminal and/or tortious acts or omissions on the part of the District or its employees that are not attributable to an act or omission by the employee or the employee's agents.

ARTICLE XXV - 457 PLAN

Employees will continue to be permitted to participate in the District's Section 457 tax sheltered annuity program. An employee utilizing this Program must first execute an indemnification agreement prepared by the District pursuant to which the employee will indemnify and save and hold the District and any and all of its employees, representatives, officers and/or members of the Board of Education (collectively "employees") harmless against any and all claims, demands, suits or other forms of liability which may arise out of, or by reason of, any action taken or not taken by the District or any of its employees for the purpose of complying with this provision and State law, except any actions that may arise out of criminal and/or tortious acts or omissions on the part of the District or its employees that are not attributable to an act or omission by the employee or the employee's agents.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their
duly authorized representatives this 21 day of January 2024.

FLORAL PARK-BELLEROSE UFSD

By: Lisa Ruiz
Lisa Ruiz
Interim Superintendent of Schools

**CIVIL SERVICE EMPLOYEES'
ASSOCIATION, LOCAL 1000 AFSCME,
AFL-CIO (Nurses' Unit)**

By: Christina Pedersen
Unit President

By: Leah Donnelly
Leah Donnelly, Labor Relations Specialist
CSEA Local 1000 AFSCME, AFL-CIO

GGDOCS-1710079396-213

SALARY SCHEDULES

22-23

Step	Salary
1	48,671
2	49,247
3	49,832
4	50,425
5	51,047
6	51,678
7	52,317
8	52,968
9	53,628
10	54,297
11	54,976
12	55,665
13	56,366
14	57,076
15	57,797
16	58,529
17	59,272
18	60,026

23-24

Step	Salary
1	63,671
2	64,247
3	64,832
4	65,425
5	66,047
6	66,678
7	67,317
8	67,968
9	68,628
10	69,297
11	69,976
12	70,665
13	71,366
14	72,076
15	72,797
16	73,529

17	74,272
18	75,026

24-25

Step	Salary
1	64,944
2	65,532
3	66,129
4	66,734
5	67,368
6	68,012
7	68,663
8	69,327
9	70,001
10	70,683
11	71,376
12	72,078
13	72,793
14	73,518
15	74,253
16	75,000
17	75,757
18	76,527

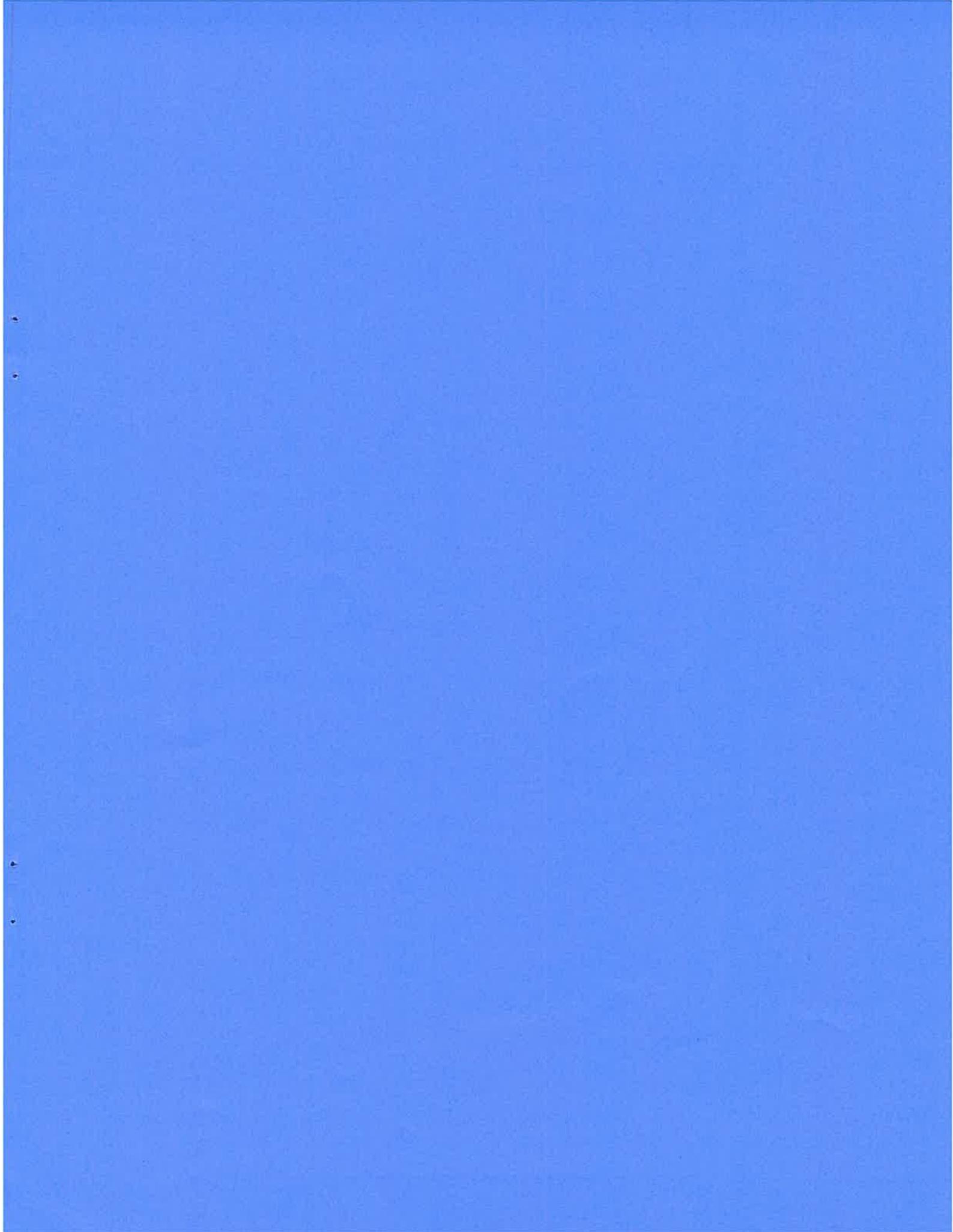
25-26

Step	Salary
1	66,243
2	66,843
3	67,451
4	68,068
5	68,715
6	69,372
7	70,037
8	70,714
9	71,401
10	72,097
11	72,803
12	73,520
13	74,249
14	74,988
15	75,738

16	76,500
17	77,273
18	78,057

26-27

Step	Salary
1	67,568
2	68,179
3	68,800
4	69,430
5	70,090
6	70,759
7	71,437
8	72,128
9	72,829
10	73,539
11	74,259
12	74,990
13	75,734
14	76,488
15	77,253
16	78,030
17	78,818
18	79,618





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

Mary E. Sullivan, President

