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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 shall 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 shall 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 such deductions.

The Association shall have the right to designate a representative of the underwriters of the CSEA Life Insurance Company program to visit the nurses covered under 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 him/her 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 under this article.

3. Hold Harmless

The Association shall indemnify and hold the District harmless against any and all claims, demands, suits and other forms of liability that shall 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 shall be the duty of all personnel to see that all working conditions are safe from unnecessary hazards. Such hazards should be reported to the immediate supervisor who will in turn report this condition in writing to his or her superior for proper referral and rectification.

It shall be the duty of each school nurse to familiarize himself/herself with the handbook "Procedures to be Followed in Case of Fire," as well as to familiarize himself/herself with procedures to be followed in case of other emergencies. 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 shall be a ten (10) month position.

- B. The daily hours for a full-time nurse shall be 8:00 a.m. to 3:05 p.m. The District shall designate hours of work for any part-time nurse. Once a month Nurses will have a Staff Development Meeting for fifty (50) minutes after the children have left school for the day.
- C. The work year shall be the same as the teachers.

3. Lunch - Coffee Break

- A. An appropriate lunch period of one (1) hour shall be granted each full-time nurse. The nurses will take a staggered lunch hour between 11:00 am and 12:00 p.m. or between 1:05 pm and 2:05 pm. No more than three (3) Nurses shall 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.
- B. A uniform coffee break not in excess of fifteen (15) minutes in the morning and in the afternoon, shall 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.

Ten-month position will not work on the days 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 own car for travel on school business shall be reimbursed for mileage at the current Internal Revenue Service rate.

8. Uniform Allowance

The District shall reimburse nurses up to a maximum of \$150 per year for uniforms, exclusive of tax, upon receiving a receipt from the nurse demonstrating that the uniforms have been purchased.

**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 shall mean any part-time or full-time person employed under the conditions of this contract.
- C. The term supervisor shall mean, in the case of

Unit Nurse  
School Nurse

Supervisor  
Building Principal

- D. Aggrieved party shall 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 shall attempt first to satisfy his/her grievance by an informal conference with his/her immediate supervisor. The nurse shall be informed within a period of five days of the determination of his/her informal grievance.
- B. If the grievance has not been satisfactorily resolved by the informal conference, the nurse shall request, in writing, a review and determination by the principal. Such a request shall be made to the principal in writing and shall include a specific statement of the grievance. Within five days of the receipt of this statement, the principal shall 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 shall conduct a hearing and shall send a written report of his 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 shall request, in writing, a review and determination by the Superintendent of Schools. Upon receipt of such a written request for a review and determination, the Superintendent shall schedule a hearing to be held not more than five school days from the date of receipt of the request for such a review, with not less than two days' notice to the nurse. The Superintendent shall review the record, and shall consider oral and written statements deemed relevant by the parties.

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

- D. The nurse shall have the further right to appeal the decision of the Superintendent to the Board of Education, providing such nurse shall direct a written notice of appeal to the President of the Board of Education within a period of ten school days from the date of receipt of the decision of the Superintendent. A copy of the notice of appeal shall likewise be directed to the Superintendent, who shall thereupon forward to the President of the Board all records of the hearing held by him. The Board of Education shall set a date for a hearing, to be held not more than thirty days from the receipt of the Notice of Appeal and upon not less than five days' notice to the nurse of such date of hearing.

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

4. If the matter is not resolved to the satisfaction of the aggrieved party with the Board of Education, the nurse may appeal through standard channels within the Government of the County (Nassau) and the State (New York) established for such purposes.

#### **ARTICLE V. PROMOTIONS**

1. All openings for promotional positions and for positions paying higher salary differentials shall be adequately publicized in every school on bulletin boards and all qualified unit personnel shall be given adequate opportunity to make application for such positions.
2. Salary to be compensated on a lateral move.

**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 shall be based on the date of appointment to permanent status.
  
  - B. Transfers may be honored on a seniority basis where they do not substantially affect working conditions.
  
  - C. If layoffs become necessary, provisional and probationary nurses within the district shall be laid off before any permanent nurses shall 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 shall lay off in accordance with the principles of seniority within the district. The last person hired shall be the first person laid off and the last person laid off shall be the first person rehired.
  
  - D. Before hiring any new nurses, the available work must first be offered to the nurses on layoff during the time specified by law for such 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 such notice. This section excludes temporary and seasonal nurses.
  
  - E. Meetings between unit officers or officers of Local 865 of the CSEA and the Superintendent or his/her designee will be held at the request of either side. Such a 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 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 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 such payment for the days absent shall not exceed the number of days authorized for absence for an on-the-job injury by the Compensation Board.
2. The number of accumulated sick days will not be reduced because of such 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 had already been compensated under 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 as in No. 1 above; and
5. The nurse shall retain any award granted by the insurance carrier and/or the 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.

2. The District shall pay one hundred (100%) percent of the premium for individual and dependent coverage for one of the two (2) existing plans selected by the eligible full-time nurse, except that the nurse shall contribute five percent (5%) of the premium cost or one percent (1%) of the nurse's base salary, whichever is less.
3. Prohibition of Dual Health Insurance Coverage.

Full-time employees who are eligible for family health insurance coverage under the Empire Plan through a spouse or other individual, whether through the District or another employer, shall not also be eligible for health insurance coverage through the District. 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 dependents from health insurance coverage. Therefore, nothing contained in this provision shall preclude an employee from re-entering the District's health insurance plan at any time consistent with the State Health Insurance Plan rules when (s)he is no longer eligible for coverage under another person's Empire health insurance plan. (e.g., upon death of a spouse, divorce.) Nor shall 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.

An employee who is eligible for health insurance coverage through another source must provide the District with information about that other coverage by each September 15 so that the District can determine the employee's eligibility for continued health insurance coverage. Employees shall notify the District of any changes in their health insurance coverage that may affect their eligibility under the District's plan.

4. Health Insurance Declination

Effective July 1, 1990 and each July 1 thereafter, 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 shall not be eligible for the bonus unless the declination is in effect for one year. Effective July 1, 2003, this sum shall 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 shall be entitled to the same health insurance declination payment.

5. Retiree Health Insurance Coverage.

Full-time unit members who retire on or after July 1, 2003 shall not be eligible for retiree health insurance coverage through the District if they are eligible for retiree health insurance coverage under the Empire Plan through a spouse or other individual, whether through the District or another employer. In addition, full-time unit members who retire on or after July 1, 2003 shall 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.

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 vaca-

tion 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 imposed by doctor's order due to illness caused by a contagious disease of a resident member of a household will submit a doctor's certificate explaining the order. Absence will be approved for duration of quarantine. The Superintendent of Schools shall receive medical certification of the nurse's physical ability to perform his/her 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, 2006 through June 30, 2009. Any part-time nurse in the District's employ on April 1, 2006 shall continue to be able to participate in the dental insurance program.

9. Optical Insurance

The CSEA Platinum 12 Optical Insurance Program will be provided to the Nurses from July 1, 2006 through June 30, 2009. Any part-time nurse in the District's employ on April 1, 2006 shall continue to be able to participate in the optical insurance program.

**ARTICLE IX. ARMED FORCES SERVICE CREDIT**

Nurses who have served in the Armed Forces of the United States shall be entitled to veterans' credits as provided under 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

Thirteen (13) school days absence without salary deduction shall be permitted annually for purposes indicated below. (A half-time nurse on annual salary is allowed thirteen (13) half days.)

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

All school personnel, absent for a period of four (4) consecutive days or more because of illness shall be required to present a doctor's certificate to the Senior Account Clerk of the District. A nurse who has used all his/her 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.

B. In the event that the nurse has used up his/her business days for the school year, up to five (5) days of sick leave may be used for death or illness in the immediate family. Immediate family consists of parent, child, brother, sister, grandparent, grandchild, husband, wife, mother- and father-in-law, or any relative residing in the personal household of the nurse.

C. A nurse will not be charged sick time if he/she contracts chicken pox, mumps, measles/Rubella, fifth's disease, diphtheria or scarlet fever from a child in the New Hyde Park-Garden City Park Schools.

Unused days shall be cumulative without limit and as accumulated are to be utilized for the purpose of illness only. 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 (3) days for the purpose of personal business shall be allowed each school year for full-time nurses. A half-time nurse on annual salary is allowed three (3) half days. Application for such leave shall be made to the Superintendent on the attached form, and when practicable, shall be submitted at

least three (3) days prior to the day or days requested. The Superintendent shall have the authority to accept or reject the request.

An aggregate of fifteen (15) days of the unused thirteen (13) days permitted for personal illness and the three (3) 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 1A. 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 fifteen (15) years or less service, twenty-five (25%) percent 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 fifty (50) days' pay; for those with more than fifteen (15) years of service, thirty (30%) percent times the total 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 sixty (60) days' pay.

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 shall request on-call jury service where it is available.

5. Court of 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 thereof is certified by the school physician. A registered nurse unit member on leave shall not receive compensation in any other employment during the period of such leave. The period of such leave shall count as regular employment in the School District for all purposes. The Superintendent of Schools shall receive medical certification of the nurse's physical ability to perform his/her duties prior to the time the nurse returns from this leave.

8. The District shall allow up to three (3) days for bereavement leave for a full-time nurse's mother, father, spouse, brother, sister, child, mother-in-law, father-in-law, grandmother, grandfather, or any relative residing in the personal household of the nurse. Effective July 1, 2006, bereavement leave shall be utilized before leave as set forth in Article XI(1)(B).

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 shall 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 shall grant nurses a child-rearing leave of absence upon written notification to the Superintendent of Schools at least two (2) months before the leave is scheduled to begin. The leave of absence shall be without pay and the step increment will not accrue. The leave shall commence and end at a date mutually agreed upon by the District. In the event of a disagreement as to when the leave shall end, the nurse shall return at the start of the next semester. In the event of a disagreement as to when the leave shall start, the leave shall 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 (2) full years and the nurse shall 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 shall be resumed upon return to service except that this will not conflict with other portions of the contract.
- (2) Seniority and salary increments shall not accrue to persons on child-rearing leave.

**ARTICLE XII. LIFE INSURANCE**

From July 1, 2006, through June 30, 2009, a \$5,000 term life insurance policy shall 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 July 1, 2006, each step of the 2005-2006 salary schedule shall be increased by 3% and step 1 of the salary schedule shall be eliminated. Effective July 1, 2007, each step of the 2006-2007 salary schedule shall be increased by 3%. Effective July 1, 2008, each step of the 2007-2008 salary schedule shall be increased by 3%, and a new top step of 1.5% above the prior step shall be added. The salary schedules shall be as per the attached Appendix A.

Longevity: Effective July 1, 2005, the 10th year longevity shall be eliminated. However, employees who are on step 10 or higher as of July 1, 2005 shall continue to receive the 10<sup>th</sup> year longevity. Effective July 1, 2005, the longevity schedule shall be: 15th year of service - \$400 additional; 20th year of service - \$400 additional; 25th year of service - \$450 additional.

### **ARTICLE XIV. NOTICE OF RETIREMENT**

Any nurse who is on the top step of the salary schedule as of June 30, 2007, and who, by September 1, 2007, submits to the Superintendent of Schools an irrevocable letter of resignation for retirement purposes to retire effective June 30, 2008, and who continues to work through and until June 30, 2008, and who is eligible for and actually retires and vests into the New York State Employees Retirement System on or before August 31, 2008 without reductions or penalties to retirement system benefits, shall receive a one-time bonus of \$640 payable in the employee's last paycheck from the District. This provision shall sunset on June 30, 2008.

### **ARTICLE XV. 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 shall have the right to examine his/her 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. Such documentation shall 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, shall 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 such record represents only that he/she has 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 shall be reviewed and initialed by the Superintendent or his/her designee and attached to the file copy.

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

#### **ARTICLE XVI. 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 shall be considered by the Administration when interschool transfers are made).

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

#### **ARTICLE XVII. ASSOCIATION BUSINESS**

1. Rights and Privileges of the Association
  - A. The Association and its representatives shall 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 such use does not interfere with normal school operations.

- B. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property and in all school buildings at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- C. The Association shall have the right to use school facilities and equipment, when available, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment, which equipment shall be kept in good repair and operation at the expense of the Board. The Association shall pay for the reasonable cost of all materials and supplies incident to such use at the cost to the School District.
- D. The Association shall 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 shall meet when necessary for discussion purposes.
- F. One copy of the minutes of the Board meeting will be transmitted to the Association as soon as possible following the meeting at which they are approved.

#### **ARTICLE XVIII. MUTUALITY OF OBLIGATION**

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


**ARTICLE XIX. DURATION**


1. The provisions of this contract shall be effective through June 30, 2009. Either party may initiate negotiations over a successor agreement by written notice to the other party on or about January 1, 2009.
2. This contract shall not be changed, altered or impaired in any manner unless consented to in writing by the parties concerned herein.
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:

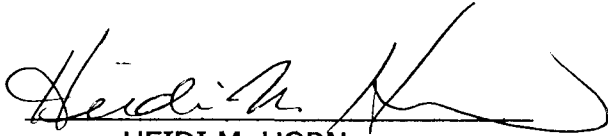
**IT IS AGREED BY AND BETWEEN THE PARTIES  
THAT ANY PROVISION OF THIS AGREEMENT RE-  
QUIRING LEGISLATIVE ACTION TO PERMIT ITS  
IMPLEMENTATION BY AMENDMENT OF LAW OR  
BY PROVIDING THE ADDITIONAL FUNDS  
THEREFOR, SHALL NOT BECOME EFFECTIVE  
UNTIL THE APPROPRIATE LEGISLATIVE BODY  
HAS GIVEN APPROVAL.**


11/16/06

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this 1 day of March, 2007.

  
\_\_\_\_\_  
PRESIDENT  
(Local 865 CSEA - Registered  
Professional Nurses Unit)

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

  
\_\_\_\_\_  
HEIDI M. HORN  
(CSEA, Local 1000, AFSCME)

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

**SCHEDULE A**  
**REGISTERED PROFESSIONAL NURSES**  
**PAY SCALE**

Old Steps	2006-2007	2007-2008	2008-2009	New Steps
1				1
2	\$26,143	\$26,928	\$27,736	2
3	\$27,322	\$28,141	\$28,986	3
4	\$28,644	\$29,504	\$30,389	4
5	\$30,031	\$30,932	\$31,860	5
6	\$31,969	\$32,928	\$33,916	6
7	\$33,909	\$34,926	\$35,974	7
8	\$36,472	\$37,566	\$38,693	8
9	\$37,897	\$39,034	\$40,205	9
10	\$39,279	\$40,457	\$41,671	10
11	\$40,864	\$42,090	\$43,353	11
12	\$41,479	\$42,724	\$44,005	12
			\$44,665	12

**Longevity Steps**

15<sup>th</sup> year of service - \$400 additional

20<sup>th</sup> year of service - \$400 additional

25<sup>th</sup> year of service - \$450 additional

Employees on step 9 or higher as of 7/1/03 shall continue to receive a 10<sup>th</sup> Year of Service Longevity of \$250.

Please note that minor difference of not more than \$2 may occur due to rounding.

Nurses required to attend extracurricular activities during afternoon or evening hours shall be compensated for such services at the current District hourly rate, up to a maximum compensation of three (3) hours.

SCHEDULE B

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 shall be submitted at least three (3) days prior to day(s) requested whenever practicable and must be approved by the Superintendent.

APPROVED \_\_\_\_\_  
Superintendent