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Contract Database Metadata Elements

Title: **Massapequa Union Free School District and Massapequa School Nurses Association (2006)**

Employer Name: **Massapequa Union Free School District**

Union: **Massapequa School Nurses Association**

Effective Date: **07/01/06**

Expiration Date: **06/30/10**

PERB ID Number: **5573**

Unit Size: **11**

Number of Pages: **22**

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RN | 5573

A G R E E M E N T

BETWEEN

MASSAPEQUA BOARD OF EDUCATION

AND

MASSAPEQUA SCHOOL NURSES' ASSOCIATION

July 1, 2006 - June 30, 2010

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

FEB 03 2010

ADMINISTRATION

11

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AGREEMENT made as of the third (3rd) day of April, 2008, between the Massapequa Board of Education (hereinafter referred to as the "Board") and the Massapequa School Nurses' Association (hereinafter referred to as the "Association"), expiring June 30, 2010, shall remain in full force and effect.

PREAMBLE

The Board and the Association recognize that assistance in attaining the objectives of the school health program is immeasurably afforded when mutual understanding, cooperation and effective communications exist between the Board and its employees covered by this agreement, the Registered Professional Nurses - School;

IT IS AGREED as follows:

ARTICLE I: RECOGNITION

The Board recognizes the Association as the exclusive representative of all full-time and part-time licensed registered professional nurses - school (hereinafter employees) employed by the Massapequa Union Free School District.

Such exclusive recognition shall entitle the Association to unchallenged representation status until seven (7) months prior to the expiration of this agreement and thereafter unless another employee organization is certified to represent the employees covered by this agreement under the procedures of the public employees Fair Employment Act.

ARTICLE II: PAYROLL DEDUCTION OF DUES

Association dues, as certified by the Association to the Board, shall be deducted in ten (10) equal installments from the paychecks of members who submit dues deduction authorization cards signed by individual employees. Such deduction shall be made within forty-five (45) days of receiving the dues deduction authority, and shall be made retroactive to the payroll deduction period succeeding the date of the authorization.

The Association shall forward a list of employees who have authorized deduction of dues. The Board shall certify that dues were deducted from those on the list. The amounts deducted shall be transmitted to the Association at an address designated in writing by the Association.

Members who desire to revoke their payroll deduction authorizations must notify the Association and the Board in writing at least thirty (30) days before the effective date of any such revocation.

ARTICLE III: NO DISCRIMINATION

The Board agrees to continue its policy of not illegally discriminating against any employee or candidate for employment on the basis of race, creed, color, national origin, sex, marital status, age, disability, or membership or participation in, or association with the activities of, any employee organization. The Association agrees to maintain its eligibility to represent employees by continuing to admit persons to membership without illegal discrimination on the basis of race, creed, color, national origin, sex, or marital status, age, and disability, and to represent all employees without regard to membership or participation in, or association with the activities of, any employee organization.

ARTICLE IV: SALARY

- A. The Registered Nurses-School salary schedules for 2006-2007, 2007-2008, 2008-2009, and 2009-2010 are in accordance with Schedule A annexed hereto.
- B. **Payment Plans** - Employees shall be paid every second (2nd) Friday that school is in session during the school year at a rate of either 1/22 or 1/26 of their annual salary according to the group's choice submitted in writing on forms to be supplied by the Superintendent's Office prior to the end of the school year and binding for one (1) school year.
- C. **Baccalaureate Recognition** - Effective July 1, 1993, the Board shall pay four hundred dollars (\$400.00) annually to each nurse who holds a Bachelor of Arts or Bachelor of Science degree.
- D. **Longevity** - The Board shall pay the following longevity increments:
- | | |
|-----------------|------------|
| After 10 Years: | \$1,600.00 |
| After 15 Years: | \$2,250.00 |
| After 20 Years: | \$2,900.00 |
- E. The Lead Nurse shall be paid, in addition to regular salary, an annual stipend of: \$2,800.00 Year 1, to \$2,900.00 Year 2, \$3,000 Year 3, and \$3,100.00 Year 4.

ARTICLE V: EXTRA DUTY ASSIGNMENTS

- A. Effective January 1, 2008, in the event that employees are assigned to evening or weekend school activities outside the school calendar, they shall be compensated at the rate FIFTY (\$50.00) DOLLARS per session. Extraordinary full day assignments shall be eligible for a double stipend. Employees assigned to summer sports and/or employee physical examinations shall be compensated at the rate of FIFTY (\$50.00) DOLLARS per session.

- B. Summer School Assignments – The scheduling of summer work assignments for nurses shall be on a rotational basis based on bargaining unit seniority starting with the most senior employee, with payment for summer hours at the employee’s hourly rate of pay effective at the beginning of the new school year.
- C. **Posting of Vacancies** - Actual or expected vacancies in the District shall be posted for a period of five (5) school days in an announced, designated place in each building in sufficient time to permit convenient application therefor. This posting will also be forwarded to each school nurse via a direct mailing. The opportunity would then be discussed with the registered nurse(s) who express(es) an interest in the assignment. This provision shall also apply to Extra Duty Assignments.

ARTICLE VI: FRINGE BENEFITS

1. Effective July 1, 2007, all unit members shall contribute 13% of the cost of premiums for individual or family health insurance coverage;

Effective July 1, 2008, all unit members shall contribute 14% of the cost of premiums for individual or family health insurance coverage;

Effective July 1, 2009, all unit members shall contribute 15% of the cost of premiums for individual or family health insurance coverage.

Said contributions shall be deducted from the second paycheck of each month in equal installments.

2. **Declination of Coverage** -

- a. Nurses shall have the option to withdraw from or elect not to participate in the health and hospital insurance family plan provided they are covered under a spouse’s health coverage. Nurses who exercise this option shall notify the District of their intentions in writing by June 1. Each such nurse shall receive a sum equal to fifty percent (50%) of the premium (hereinafter referred to as the “declination benefit”) the District would have paid on his/her behalf based on the premium in effect the preceding January 1. Nurses new to the District must notify the District of their intentions within fifteen (15) calendar days following their first day of employment. Such payment shall be made in two (2) installments; i.e., in the final paycheck in December and the final paycheck in June in the school year in which no health and hospital insurance was provided.
- b. Nurses who have withdrawn from the health and hospital insurance plan shall, upon request, be reinstated to coverage subject to the rules and regulations of the health insurance plan in effect at the time of reinstatement. If the nurse requests reinstatement during the school year for which the nurse had exercised his/her option

as described in paragraph 2.a. above, the nurse shall receive a prorated portion of the declination benefit based on the premium in effect the preceding January 1.

3. **Dual Coverage** - Nurses whose spouses are also employed by the District and eligible for participation in the District's health and hospital insurance plan shall be entitled to only one family health and hospital plan between the two (2) employees. Such individuals will have the following choices as regards their District provided health and hospital coverage:
 - i. One family plan, one individual plan and no declination benefit;
 - ii. Two individual plans and no declination benefit;
 - iii. One family plan, no individual plan, and one declination benefit.

- B. **Life Insurance** - The Board shall continue to provide to each full-time employee a fully paid group term life insurance policy in the amount of five thousand dollars (\$5,000). Effective September 1, 1978 such policy shall be increased by two thousand five hundred dollars (\$2,500) so as to provide a policy in the amount of seven thousand five hundred dollars (\$7,500). Effective April 1, 1983 such policy shall be increased by two thousand five hundred dollars (\$2,500) so as to provide a policy in the amount of ten thousand dollars (\$10,000).

- C. **Tax Sheltered Annuity Plan** - Employees shall be entitled, upon request made reasonably in advance and in accordance with the rules and regulations adopted by the Board of Education, to participate through a payroll deduction plan in a district tax sheltered annuities program.

- D. **Sick Leave** -
 1. Full-time employees shall be granted twelve (12) sick days per school year for bona fide absence due to illness. The school district reserves the right to request physician's substantiation concerning the reasons for absence in individual cases.
 2. Regular part-time employees shall be granted five (5) sick days per year pursuant to the conditions set forth in the preceding paragraph.
 3. Full-time employees may accumulate up to one hundred eighty (180) days of unused sick leave. The Board shall continue to provide sick day bonuses of ten (10) days for every fifty (50) days accumulated. Regular part-time employees shall be eligible for one-half (1/2) of the benefits of the above provisions.

- E. An emergency leave without pay of one (1) year's duration may be considered, for employees with three (3) or more years of service, for a long-term illness upon certification by a qualified physician. The Board shall have the right to select its own physician to examine the employee and obtain another medical opinion at its own cost.

- F. **Personal Days** - Full-time employees shall be entitled to three (3) personal days per school year. Regular part-time employees shall be entitled to one (1) personal day per year. Application for such days shall be made one (1) week in advance except in emergency

situations. Unused personal days shall be added to an employee's accumulated sick leave bank. Such accumulation shall not exceed the limits prescribed in subdivision D.3. above.

G. Special Retirement Allowance - Any unit member who submits to the Superintendent of Schools or his/her designee before April 1st of any school year, a written statement of retirement under the New York Employees Retirement System, to take effect at the end of June of that school year, shall be eligible for payment for his/her unused accumulated sick leave pursuant to this provision and the following limitations: such payments shall only be made to those employees who actually retire as accepted and approved by the Retirement System, and who have served the District as a nurse for at least ten (10) consecutive years, and have at least fifty (50) accumulated unused sick days at the time the nurse submits the aforementioned written statement of retirement. This payment shall be included in the last salary voucher. For employees who retire other than at the end of the year, three (3) months written notice, in advance, is required. The accumulated sick leave payment shall be at the rate of SEVENTY (\$70.00) DOLLARS per day, for a maximum payment of TWELVE THOUSAND SIX HUNDRED (\$12,600.00) DOLLARS.

H. In the event that the retirement for any reason does not become effective, the sum advanced shall be returned to the district.

Long-Term Illness Protection Plan - All nurses who have completed three (3) or more years of continuous service in the district who have been absent from work for over twenty (20) consecutive workdays due to a medically certifiable illness and who have expended their sick bank salary protection shall be eligible for coverage under the self-insured long-term illness protection plan in accordance with the following regulations and procedures:

1. Application for coverage can be arranged by contacting the District Personnel Office in advance of the last day of salary coverage.
2. The nurse shall submit, by mail or messenger, an application for coverage and a written report from his/her family physician concerning his/her illness. (Forms available in the District Personnel Office.)
3. The application and family physician's statement must be approved by the School District Physician. Adequate information shall be provided to allow for a consultation process between the physicians. Periodic verification of continuation of illness may be requested by the Board from the nurse and his/her physician.
4. An approved applicant will be eligible to receive coverage at his/her annual base salary per diem rate (1/200) up to a total of three thousand dollars (\$3,500) commencing the first (1st) workday of continued illness absence that the nurse is off the payroll by virtue of having expended his or her sick leave bank in 2006-2007. In 2007-2008 an applicant will be eligible to receive coverage at his/her annual base salary per diem rate (1/200) up to a total of three thousand five hundred dollars (\$3,500); in 2008-2009 an applicant will be eligible to receive coverage at his/her annual base salary per diem rate (1/200) up to a total of three

thousand five hundred dollars (\$3,500) and in 2009-2010 an applicant will be eligible to receive coverage at his/her annual base salary per diem rate (1/200) up to a total of three thousand five hundred dollars (\$3,500). Such payment may take into account any benefits received by the nurse from Workers' Compensation.

The total yearly sums available for such purpose shall be as follows:

<u>Year</u>	<u>Individual Maximum</u>	<u>Unit Maximum</u>
2006-2007	\$3,500	\$7,000
2007-2008	\$3,500	\$7,000
2008-2009	\$3,500	\$7,000
2008-2010	\$3,500	\$7,000

5. In the event that the nurse's illness extends over the summer vacation, coverage payments will cease and resume on the first (1st) working day of the new school year and shall continue to the aforementioned limit. Regular yearly sick bank allotment shall be activated upon the first (1st) day that the nurse returns to work in the new anniversary year.
6. An individual who has been on extended sick leave benefit and who suffers a relapse or a recurrence of the same illness will assume extended illness allowance at the point reached when he/she returned to duty prior to such relapse or recurrence.
7. A total yearly sum for 2006-2007, 2007-2008, 2008-2009, and 2009-2010 is seven thousand dollars (\$7,000) which shall be allocated by the Board of Education for such purposes. Total payments in any one (1) school year shall not exceed that amount and any funds remaining shall not be accumulated or carried over.
8. Nurses who make application for a leave of absence for reasons of extended illness shall be eligible up to the limits of the plan.
9. **Replenishment Clause** - All nurses who have completed three (3) or more years of continuous service in the district who have been absent from work for over twenty (20) consecutive workdays due to a medically certifiable illness and who have not expended their sick bank salary protection shall be eligible for a replenishment of sick days in the school year following the medically certifiable illness in accordance with the following procedure.

Application for such coverage shall be submitted at the time of illness in accordance with Items 2 and 3 on previous page.

The number of days to be replenished shall be determined by dividing the nurse's (1/200) annual base salary per diem rate into three thousand dollars (\$3,500) in 2006-2007. The number of days to be replenished shall be determined by dividing the nurse's (1/200) annual base salary per diem rate into three thousand five hundred dollars (\$3,500) in 2007-

2008. The number of days to be replenished shall be determined by dividing the nurse's (1/200) annual base salary per diem rate into three thousand five hundred dollars (\$3,500) in 2008-2009. The number of days to be replenished shall be determined by dividing the nurse's (1/200) annual base salary per diem rate into three thousand five hundred dollars (\$3,500) in 2009-2010. The amount of days returned to the nurse's sick bank shall not cause the bank to exceed the total number of days credited prior to the commencement of the illness.

Such replenishment days shall not result in the nurse claiming sick day bonus allocation. Such allocation shall be computed on the days remaining in the bank at the close of the school year.

- I. **Savings Bond/Payroll Deduction Plan** - Employees shall be entitled, upon request made reasonably in advance, to arrange for the purchase of savings bonds via a payroll deduction plan. Procedures and applications for such arrangements will then be available upon request for second semester implementation.

- J. 1. **Dental Plan** - The District shall contribute a maximum of three hundred ninety six dollars and ninety-six cents (\$396.96) toward the cost of dental insurance coverage.

2. **Declination of Coverage** -
 - a. Nurses shall have the option to withdraw from or elect not to participate in the dental insurance plan. Nurses who exercise this option shall notify the District of their intentions in writing by June 1. Each such nurse shall receive a sum equal to fifty percent (50%) of the existing amount (1992-1993 premium) (hereinafter referred to as the "declination benefit") the District would have paid on his/her behalf. Nurses who during 1992-1993, opted for a family dental plan shall, for the life of this contract, be eligible for a declination benefit based on the cost of a family dental plan. Whereas, nurses who, during 1992-1993, opted for an individual dental plan shall, for the life of this contract, be eligible for a declination benefit based on the cost of an individual dental plan. Nurses new to the District must notify the District of their intentions within fifteen (15) calendar days following their first day of employment. Such payment shall be made in two (2) installments; i.e., in the final paycheck in December and the final paycheck in June in the school year in which no dental insurance was provided.

 - b. Nurses who have withdrawn from the dental insurance plan shall, upon request, be reinstated to coverage subject to the rules and regulations of the dental plan in effect at the time of reinstatement during the school year for which the nurse had exercised his/her option as described in paragraph 2.a. above, the nurse shall receive a prorated portion of the declination benefit based on the premium in effect the preceding January 1.

3. **Dual Coverage** - Nurses whose spouses are also employed by the District and eligible for participation in the District's dental insurance plan shall be entitled to only one family dental plan shall be entitled to only one family dental plan between the two (2) employees. Such individuals will have the following choices as regards their District-provided dental coverage.
- i. One family plan, one individual plan, and no declination benefit;
 - ii. Two individual plans and no declination benefit;
 - iii. One family plan, no individual plan, and one declination benefit.

This benefit shall only apply to full-time nurses.

- K. **Bereavement Leave** - Each nurse will be entitled to five (5) days of bereavement leave as a result of the loss of an immediate family member. Immediate family shall include: parent, child, spouse, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, paternal or maternal grandparents, grandchild or any other relative living in the nurse's immediate household. Such days will not be charged as sick or personal leave and cannot be accumulated.
- L. **Instructional Assignment** - In the event that a nurse is assigned to provide mandated or Board authorized instruction which goes beyond the scope of the nurse's regular responsibilities and is outside of the normal school day, the registered nurse will be compensated as follows: \$75.00 per session effective upon the date of full ratification of this memorandum of agreement.
- M. **Flexible Benefits Plan** - Effective January 14, 1999, unit members shall be permitted to participate in the District's Flexible Benefits Plan, pursuant to Section 125 of the Regulations of the Internal Revenue Service.
- N. Effective with the full ratification of the Memorandum of Agreement Nurses shall be reimbursed within 2 payroll periods of submission of proof of payment and attendance for amounts paid by them for CPR (cardiopulmonary resuscitation) training and training mandated by OSHA.

ARTICLE VII: SCHOOL YEAR

- A. The length of the school year is legally prescribed as September 1 to June 30.
- B. Employees shall work on all days designated as school days and employee report days in the adopted school calendar.

ARTICLE VIII: SCHOOL DAY

Length of Workday:

- A. Except as otherwise provided herein the length of the workday shall be seven hours and fifteen minutes (7-1/4) for secondary school full-time employees and seven (7) hours for elementary school full-time employees.
- B. Regular part-time employees shall be assigned on an hourly basis.
- C. Faculty, department and committee meetings, parent conferences, short occasional extensions of the school day and meetings related to the health program are recognized as part of the employee's professional responsibility. The Board may assign employees to additional meetings or work related activities in accordance with the rates established within this agreement.
- D. The Building Principal shall designate a fifteen (15) minute employee rest period in the building each school day. For this purpose, consultation between the employee and the Building Principal shall be utilized to determine appropriate schedules and times.
- E. Lunch Period - Full-time employees shall receive a forty-five (45) minute lunch period per day (in-building utilization). In the event of an interrupted lunch period, reasonable compensatory time shall be afforded by the Building Principal.
- F. In the absence of an emergency, only principals and/or their designees may refer students to the nurse(s) assigned to a building, during the nurse's lunch period.

ARTICLE IX: MEETINGS

- A. Liaison - The Superintendent of Schools or his/her representative and representatives of the Nurses' Unit shall meet on a mutually convenient basis during the school year to consult informally on matters of district-wide concern and other policies relating to the personnel covered by this Agreement.
- B. Committee on Nursing Practices - A portion of the monthly meetings chaired by the Lead Nurse shall be devoted to:
 - 1. Review and consider the current effectiveness of the district program in order to make necessary recommendations to the Superintendent of Schools;
 - 2. Inservice training.
- C. Conference Attendance - Upon the recommendation of the Superintendent of Schools, permission for attendance at local workshops or conferences that are pertinent to the school program may be granted.

ARTICLE X: EVALUATION

Employees will be evaluated annually or more frequently, if necessary. Employees will receive and sign a copy of the written evaluation and be provided with the opportunity to enter written comments on the report. Employees shall have reasonable access to personal files.

ARTICLE XI: HEALTH EXAMINATION

The Board will, at its expense, give each employee a general health examination (including chest x-ray, urinalysis, blood count and serology) when the employee enters the Board's employment and at least annually thereafter. In lieu of the foregoing, an employee may submit a health certificate from a private physician.

ARTICLE XII: NO STRIKE CLAUSE

The Association agrees that it will not assert the right to strike nor will it assist, participate or impose an obligation to conduct, assist or participate in a strike, nor cause, instigate or encourage a strike.

ARTICLE XIII: GRIEVANCE PROCEDURE

It is the declared objective of the parties to encourage the prompt and informal resolution of differences as they arise and before recourse is had to the more formal procedures described herein. Nothing contained herein shall be construed to prevent any employee from informally discussing a problem with any administrator in the district.

Formal grievances shall originate in a written complaint stating the specific grievance and the decision at each step shall be communicated in writing to the aggrieved employee and to the Association.

A. **Definitions** - A grievance is a complaint concerning the violation, application or interpretation of this contract. However, this procedure shall not be used to adjust a complaint where (1) the law establishes and requires a specific procedure and method of redress inconsistent with the procedure herein established, or, (2) the Board is without authority to act.

As used in this Article, the term "aggrieved employee" shall also mean a group of employees having the same grievance or the Association.

B. **Appearance and Representation** -

1. Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be

present to attend; when such meetings are during school hours all employees who are present at the meeting shall be excused with pay for that purpose.

2. Either the Board of Education or the Association may present and process grievances. Such Board of Association grievances shall be initiated in writing at the appropriate step.
3. At the first (1st) two (2) steps of this procedure, an aggrieved employee may choose to be represented by the Association or he/she may represent himself/herself.
4. The Association shall be advised of all grievances filed and shall be notified of the time and place of any meetings. It may, if it wishes, be represented at each meeting and make its views known.
5. The Association shall have the right to pursue, in its name, a grievance initiated by an employee who fails to appeal a decision at Step 1 or Step 2.

C. **Adjustment of Grievances - Step 1 - Immediate Supervisor.**

The employee and/or an Association representative shall present the grievance to his/her immediate supervisor (generally the building principal or his/her representative). The principal or his/her representative will render a written decision within three (3) school days after the receipt of the written grievance. If the matter is not satisfactorily resolved at Step 1, then the aggrieved employee or his/her representative may, within five (5) school days after receipt of the Step 1 decision, appeal in writing to the Superintendent of Schools or his/her designated representative.

Step 2: Superintendent of Schools - The Superintendent or his/her designated representative shall arrange for a hearing within five (5) school days after receipt of an appeal from Step 1. The Superintendent or his/her designated representative will render a written decision within eight (8) school days after the hearing is concluded. If the matter is not satisfactorily resolved at Step 2, then the grievance may proceed to Step 3 by notice from the Association to the Superintendent or his/her designated representative in writing within ten (10) school days after receipt of the decision at Step 2. After the notice herein above referred to is submitted to the Superintendent or his/her designated representative, there shall be an allowance of ten (10) additional school days thereafter within which the request for arbitration must be sent to the American Arbitration Association by the moving party.

Step 3: Advisory Arbitration - The matter shall be submitted to an arbitrator mutually selected in accordance with the selection procedures of the American Arbitration Association. The arbitrator shall issue his/her written determination and award not later than thirty (30) days from the close of hearings, or, if oral hearings have been waived, then from the date of transmission of the final statements and proofs to the arbitrator. The determination and award of the arbitrator shall be advisory to the parties. Each party shall make known to the other its response in writing to the determination and award within ten (10) school days after receipt of the determination and award. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding insofar as they relate to hearings, fees and expenses. The arbitrator's fee and expenses will be shared equally by the parties.

D. Special Procedures:

1. In the event that a grievance arises at the end of the school year, the time limits set forth herein will be reduced wherever possible so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as may be practicable.
2. Grievances arising from the action of officials other than the immediate supervisor may be initiated and processed with such official initially. Where appropriate, such grievances may be initiated at Step 2.
3. The time limits specified in any step of this procedure may be extended, in any specific instance, by mutual agreement.
4. A grievance will be deemed to have been waived unless presented within thirty (30) school days after the event or events on which the grievance is based is known or should reasonably have been known by the grieving party.
5. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance.

E. Exclusivity - This procedure shall be the sole and exclusive method for resolving employee grievances in the Massapequa School District.

ARTICLE XIV: ACCOUNTABILITY AND PERFORMANCE

In the event that the employee's work performance is deemed unsatisfactory by the employee's immediate supervisor or the building principal, such supervisor or principal shall verbally inform the employee of such determination. Thereafter, the Superintendent of Schools or his/her designee, in his/her sole non-grievable discretion, may determine to withhold all or part of the employee's next scheduled salary increases including any applicable increment and/or longevity. In making the determination as to whether the employee's performance is and/or was unsatisfactory and the determination as to whether salary increases are to be withheld, the immediate supervisor, principal and Superintendent or his/her designee, may consider, in addition to other job performance, the employee's attendance, tardiness, conduct, and behavior. In the event that the Superintendent or his/her designee determines to withhold all or part of the aforementioned salary increases, the Superintendent or his/her designee shall provide the employee with written notice of such determination including a statement of the reasons for same.

PROCEDURE EFFECTIVE SEPTEMBER 15, 1978

1. In the event that an employee's professional performance is considered unsatisfactory, the immediate supervisor or Building Principal shall advise him/her thereof orally and confer with the employee to assist in improvement and offer constructive remedies if possible.

2. In the event that improvement is not evident within a reasonable time (dependent upon the performance deficiency) the Building Principal shall issue a written notice advising the employee of the specific complaint and the fact that if the performance deficiency is not corrected a referral to the special review panel will be implemented.
3. Such notice shall be forwarded simultaneously to the Association Grievance Chairperson and the Assistant Superintendent of Schools for review. If required, a joint meeting with the employee and the Building Principal shall be convened by the Assistant Superintendent or at the request of the Grievance Chairperson.
4. In the event that the deficiency in performance continues, the Building Principal shall initiate a referral to the special review panel by submitting a written notice to the employee and the Assistant Superintendent of Schools. Upon review, the Grievance Chairperson of the Association will be notified that a special review panel will be convened.
5. In the event that a formal letter of intent is filed in the employee's personnel file, such notice of unsatisfactory performance shall be reviewable only by a special review panel and shall not be the subject of the grievance procedure of this agreement.
6. Special Review Panel.

A panel of one (1) representative, selected by the Association, and one (1) representative, selected by the District, shall be convened. Said panel shall be chaired by an impartial chairperson selected from a list of mutually acceptable persons residing within the school district. If no agreement, then resident of Nassau County; if still no selection, then A.A.A. panel. The panel shall afford full opportunity for representatives of the parties to present their views concerning the unsatisfactory performance and the withholding of salary increase of a part thereof.

The panel shall, within five (5) school days after hearing the matter, present its decision to the parties and to the District and to the Association. The decision of the impartial panel shall be made in accordance with the standards established in the Article and its decision shall be final. The panel shall determine only whether a withholding of salary should be made, and if so, it shall set the amount to be withheld at an equitable sum not exceeding the aforementioned limits.

A copy of the panel's decision shall be forwarded to the Business Manager if it determines that a withholding shall be in effect. This withholding shall not affect the employee's future salary rate.

In the event that the panel finds that no salary should be withheld, all writings pertaining to the matter shall be removed from the employee's personnel file. In those instances where a salary withholding has been made and where the employee's performance has been corrected, a statement to that effect shall be included in the employee's file.

7. Family and Medical Leave Act ("FMLA"): The District hereby confirms its obligation to comply with the Family and Medical Leave Act to the extent that same is applicable to this unit's members and/or their status, particular circumstances, and the facts underlying any request for leave. The determination as to each application for FMLA leave is to be made by the District on a case-by-case basis considering the eligibility of the aforementioned employees, their status, particular facts and circumstances. Nothing contained herein shall grant an employee any rights in addition to or other than those which are expressly required by the act.

ARTICLE XV: ZIPPER CLAUSE

It is agreed that all negotiable items have been discussed during the negotiations leading to this agreement and that negotiations will not be reopened on any item, whether contained herein or not, during the life of this agreement.

ARTICLE XVI: SAVINGS CLAUSE

If any provision of the contract shall be held contrary to law, then, such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute provision shall be negotiated by the parties in a manner to retain the equities of the original provision. All other provisions of the contract shall continue in effect.

ARTICLE XVII: AMENDMENT

This agreement may be amended or supplemented only by further written agreement executed by the parties.

ARTICLE XVIII: PUBLIC EMPLOYEES FAIR EMPLOYMENT ACT

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 XIX: DURATION

This contract and each of its provisions shall be effective as of July 1, 2006 and shall continue in full force and effect until June 30, 2010.

Signed by Employer and Association:

MASSAPEQUA BOARD OF EDUCATION

MASSAPEQUA SCHOOL NURSES
ASSOCIATION

BY: Maryann Tosta
President,

BY: Christine D. Fink Ed
President,

Title: Board of Education

Title: Massapequa School Nurses Association

Date: 3/19/09

Date: 2/12/09

SCHEDULE A

The nurses salaries shall be in accordance with Schedule A attached hereto for the school years 2006-2007, 2007-2008, 2008-2009 and 2009-2010.

MASSAPEQUA PUBLIC SCHOOLS
Nurses' Salary Schedule
2005- 2006

STEP	Exhibit A
1	\$ 30,958
2	\$ 31,859
3	\$ 32,759
4	\$ 33,660
5	\$ 34,561
6	\$ 35,462
7	\$ 36,363
8	\$ 37,264
9	\$ 38,165
10	\$ 39,066
11	\$ 39,966
12	\$ 40,867
15	\$ 43,751
20	\$ 47,643
25	\$ 49,084

MASSAPEQUA PUBLIC SCHOOLS
Nurses' Salary Schedule
2006- 2007

STEP	Exhibit A	
1	\$	32,119
2	\$	33,054
3	\$	33,987
4	\$	34,922
5	\$	35,857
6	\$	36,792
7	\$	37,727
8	\$	38,661
9	\$	39,596
10	\$	40,531
11	\$	41,465
12	\$	42,400
15	\$	45,392
20	\$	49,430
25	\$	50,925

MASSAPEQUA PUBLIC SCHOOLS
Nurses' Salary Schedule
2007- 2008

STEP	Exhibit A	
1	\$	33,323
2	\$	34,293
3	\$	35,262
4	\$	36,232
5	\$	37,202
6	\$	38,172
7	\$	39,141
8	\$	40,111
9	\$	41,081
10	\$	42,051
11	\$	43,020
12	\$	43,989
15	\$	47,094
20	\$	51,283
25	\$	52,834

MASSAPEQUA PUBLIC SCHOOLS
Nurses' Salary Schedule
2008 - 2009

STEP	Exhibit A	
1	\$	34,573
2	\$	35,579
3	\$	36,584
4	\$	37,591
5	\$	38,597
6	\$	39,603
7	\$	40,609
8	\$	41,615
9	\$	42,622
10	\$	43,628
11	\$	44,633
12	\$	45,639
15	\$	48,860
20	\$	53,206
25	\$	54,816

MASSAPEQUA PUBLIC SCHOOLS
Nurses' Salary Schedule
2009 - 2010

STEP	Exhibit A	
1	\$	35,869
2	\$	36,913
3	\$	37,956
4	\$	39,000
5	\$	40,044
6	\$	41,088
7	\$	42,132
8	\$	43,176
9	\$	44,220
10	\$	45,264
11	\$	46,307
12	\$	47,351
15	\$	50,692
20	\$	55,202
25	\$	56,871

