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RN / 6502

WESTBURY UNION FREE SCHOOL DISTRICT

AGREEMENT BETWEEN

WESTBURY UNION FREE SCHOOL DISTRICT

AND

UNITED PUBLIC SERVICE EMPLOYEES UNION - REGISTERED NURSES UNIT

JULY 1, 2007 - JUNE 30, 2011

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**UNITED PUBLIC SERVICE EMPLOYEES UNION -
REGISTERED NURSES UNIT**

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PREAMBLE

The Board of Education of the Westbury Union Free School District of the Town of North Hempstead and the United Public Service Employees Union Registered Nurses Unit recognize a common responsibility for the improvement of quality of the educational services provided to the students and the community.

Both parties recognize that they can attain their common objectives and discharge common responsibilities through mutual consultation and making mutually acceptable decisions in matters of common concern. It is recognized that collective bargaining is a primary mutual concern.

Therefore, this agreement is made and entered into on this 1st day of July, 2007, by and between the United Public Service Employees Union - Registered Nurses Unit and the Board of Education of the Westbury Union Free School District, Town of North Hempstead, Nassau County (hereinafter referred to as the "Board").

ARTICLE I - RECOGNITION AND DUES DEDUCTION

A. RECOGNITION:

The Board in this agreement does hereby recognize the United Public Service Employees Union as the sole and exclusive bargaining agent and representative for the unit covered under this agreement, the Registered Nurses employed by the Westbury Union Free School District, in accordance with the provisions of Article 14 of the Civil Service Law, and the bylaws of this Board.

B. DUES DEDUCTION/AGENCY FEE:

Section 1. The Board shall deduct from the salaries of employees, and remit to the United Public Service Employees Union, regular membership dues for those employees who sign authorization forms. An employee may revoke a dues deduction authorization by submitting in writing to the Board a notice of revocation at least 10 days prior to the last payroll in which the revocation is to become effective. Dues shall be remitted to the United Public Service Employees Union, 3555 Veterans Memorial Highway - Suite H, Ronkonkoma, New York 11779.

Section 2. The Board shall deduct an agency shop fee from the salary of any employee in the bargaining unit who is not a member of the United Public Service Employees Union and shall remit the same to the United Public Service Employees Union, 3555 Veterans Memorial Highway - Suite H, Ronkonkoma, New York 11779 in accordance with chapters 677 and 678 of the Laws of 1977 of the State of New York. Such agency fee deduction shall be made in the same procedure and manner as the regular dues deduction.

ARTICLE II - HEALTH INSURANCE

- A. The Board will provide for full-time employees the New York State Employees Health Insurance Plan with major medical coverage (the "Plan")
 - 1. The District shall pay eighty percent (80%) and the employee twenty percent (20%) of the premiums for said plan (NYS Employees Health Insurance Plan) for all full time employees.
 - 2. The District shall pay seventy percent (70%) and the employee thirty percent (30%) of the premiums for all part-time employees eligible for coverage, hired after July 1, 1999.
- B. A RPN who is retired or who retires after at least 20 years of service in the Westbury School District and who was hired prior to June 18, 2008, shall be entitled to be covered under the said health insurance plan, the full cost thereof to be paid by the Board. A RPN who retires after at least 20 years of service in the Westbury School District and who was hired on or after June 18, 2008, shall pay twenty percent (20%) of the retiree premium if employed with the Westbury School District at least twenty (20) years, ten percent (10%) of the retiree premium if employed with the Westbury School District at least twenty-five (25) years and none of the retiree premiums if employed with the Westbury School District at least thirty (30) years.
- C. The RPN may apply for life insurance benefits so long as they are available subject to the approval of the carrier and provided the RPN pays the full cost.
- D. The Board will provide a dental plan with benefits at least equal to the benefits of the dental health plan of the Equitable Assurance Society of the United States, a group policy #61160D, existing on June 30, 1999.

E. A RPN who shall be covered by said dental health plan, shall be required to pay 20% of the cost of all premiums for the said plan.

F. Health Insurance Waiver:

1. A RPN enrolled in the said health insurance plan for at least one full school year shall have the option of terminating his/her participation in the plan by filing a notice with the Assistant Superintendent for Business and Management Services, no later than June 30, of the current year. A RPN who has so terminated his/her participation shall receive, in the last pay of the ensuing year, a sum equivalent to 50% of the individual premium in effect on July 1st of the year in which the insurance is waived.

2. Unit members who wish to re-enter the plan or who lose coverage from the other source shall be entitled to inclusion in the health plan. Entry shall be permitted as designated by the plan provisions.

H. Tax Sheltered Annuities: All employees shall be eligible to participate in the tax sheltered annuity plan of the District.

ARTICLE III - LEAVES OF ABSENCE AND SECURING SUBSTITUTES

A. Illness and Bereavement:

Each RPN shall be entitled to 1 ½ days of leave per month, in addition to any accumulation of leave days at the effective date of this agreement, without loss of salary or benefits, for personal illness, illness in the immediate family, attendance at funeral of relative or friend as close as a relative or for bereavement of a relative or such friend.

When an employee is absent 4 or more consecutive days on which they are assigned to work, the District may require the employee to furnish a doctor's note. In the event of any absence immediately before or after a holiday or vacation, the employee will receive a warning memo after the first occurrence. Beginning with the second occurrence, the employee must provide a doctor's note. For purposes of furnishing a doctor's note, all unit members will be deemed to have no "first occurrence" after the expiration of this and succeeding collective bargaining agreements. It is understood that this provision is not to be construed as a license to take off one day per

year immediately before or after a holiday or vacation.

Any unused leave time under this provision shall be accumulated without limit.

At retirement, compensation for forty-five percent (45%) of accumulated unused sick days will be added to the final year's salary for sick leave accumulated up to a maximum of 200 days. Such payment will be made in August of the year of retirement.

B. Personal Reasons

Each RPN shall be entitled to two days of leave each school year without loss of salary or benefit for "personal reasons", which shall mean such business or affairs that a RPN must attend to at hours and dates beyond the power of the RPN to schedule. This leave shall be cumulative. Upon notification of such leave, the RPN need give no reason other than "personal". Personal leave shall not be used to extend vacation period or holidays. Requests for leave immediately before or after vacation periods or holidays must be accompanied by a statement of general reasons such as, but not limited to, "Legal", "Religious", "Emergency", or "Family Obligations".

C. Religious Holidays

Time taken for observance of religious holy days shall be charged against the leave entitlement provided in paragraph "B" above. However, no charge shall be made for holy days when school is not in session.

D. Extended Illness

When a RPN on leave due to illness is confined to his local residence, a hospital or institution for treatment, no statement from a physician will be required. For the purpose of planning adequate coverage in cases of extended illness or convalescence of more than five (5) working days, the Board shall have the right to obtain regular reports of a physician concerning the condition of the RPN's health and estimated length of absence from work.

E. Leave of Absence for Extended Illness

The RPN whose illness extends beyond the period compensated by

accumulated sick leave days shall be eligible for a leave of absence without pay for a period of time not to exceed three years or until completely recovered from the illness, whichever is shorter. Such leaves shall be granted at the Superintendent's discretion, which discretion shall not be abused.

Upon recovery the RPN may be assigned to return to work the same position she had when she left, if the position is still in existence. During her absence for illness, she shall suffer no loss of seniority rights or any other benefits she had, when she became ill.

The RPN on extended leave shall notify the Superintendent of Schools as to her intention to return not later than thirty (30) days prior to the date of her return to work.

F. Wherever possible a RPN shall notify the building principal of an anticipated absence at least one day prior to the absence and, except in cases of emergency, not later than one hour before the start of school and shall notify the building principal of her intention to return to work, the day prior to the return.

G. RPN application for anticipated absence for conventions, workshops, and for professional visiting days, together with the principal's initialed approval, must be filed with the superintendent on or before the second Wednesday of the month prior to the anticipated absence, for approval by the superintendent and the board. Approved absence shall be without loss of salary or benefit or charge against accumulated leave.

H. Where a RPN has exhausted her leave entitlement, there shall be a deduction of 1/200 of regular salary for each day of absence from work.

I. No later than October 1 of each school years, each RPN shall be given a written statement of the number of illness and bereavement leave days accumulated by the RPN to that date. RPN's shall be entitled to inspect the RPN attendance report showing the number and distribution of days absent in the previous year.

J. Parental Leave

RPNs shall be granted parental leave upon the following conditions:

1. Parental leave without pay will be available for 12 weeks for the purpose of caring for a child in the first year following birth,

adoption or placement in foster care. Requests for parental leave shall be made in writing at least 30 days prior to the anticipated start of the leave whenever possible, or at the earliest practical time if circumstances beyond the employee's control so require. Health insurance benefits shall not be affected by this leave. Employees may use any accumulated time for the purpose of said Leave.

2. The RPN shall be required to give thirty (30) days advance notice of the commencement of the leave. The notice shall state the date of termination of the leave. Such termination date shall be either the end of the school year during which the leave is to commence or the end of the succeeding school year, at the option of the RPN. If the RPN chooses the former option, the RPN shall be entitled to extend the leave to the end of the succeeding school year upon written notice of the District at least sixty (60) days prior to the end of the leave originally requested. In case of a RPN on parental leave, he/she must present a medical certificate establishing that he/she is physically capable of performing her assigned duties.
3. Notwithstanding the foregoing the leave may be sooner terminated upon the request of the RPN and approval of the district upon the availability of a position. However, where the pregnancy is terminated prior to birth, the leave may be terminated by the RPN upon sixty (60) days notice, such termination and return to duty to commence at the beginning of the next succeeding semester after the receipt of the aforementioned notice from the RPN. In every case, no RPN shall return to duty without presenting a medical certificate establishing that the RPN is physically capable to performing her usual duties.
4. The use of sick leave benefits as otherwise provided for in this agreement shall be allowed by reason of physical disability caused by pregnancy or maternity, upon verification by the RPN's physician, or, at the option of the District, a physician designated by the District.
5. RPNs on a parental leave shall forfeit their claims to reassignment to the exact school which they left, but upon return shall be assigned as needed by the District.

6. The period of parental leave shall not be deemed a break in the continuity of service in the District for the purpose of obtaining tenure and the probationary period shall continue upon the RPN's resumption of duty at the termination of the parental leave. However, the period of the maternity leave shall not be credited toward such service.
7. A RPN on parental leave has the option to continue health insurance coverage at her own total expense.
8. A RPN on parental leave, after termination of pregnancy, may perform substitute nursing service in the District until the expiration of the said leave of absence.

K. Workers' Compensation

In the event that a RPN becomes disabled by reason of an illness or an injury which is determined by either the Board's Workers' Compensation Insurance carrier or the Workers' Compensation Board, whichever determination first occurs, to be covered under the Workers' Compensation law, the RPN shall be entitled to restoration of any sick leave charged or salary deducted retroactive to the commencement of the Workers' Compensation benefit and shall not be charged sick leave or salary deduction made so long as such Workers' Compensation benefit is continued, but in no event in excess of two years.

Employees will provide reasonable medical documentation with sufficient specificity regarding condition, treatment, prognosis and limitations, as requested by the District in connection with any Workers' Compensation leave exceeding four weeks.

L. Sub List:

The District shall create and maintain a "sub list" of on call nurses. The District shall make every attempt to use the sub list when a member is out.

M. I.D. Cards:

All employees shall wear an ID card while on school grounds.

N. Sign in/out :

Employees are required to sign in/out when they enter or leave the building. They shall not be required to indicate the times of signing in/out.

ARTICLE IV - RPN WORK DAY

The full-time RPN work day shall commence (20) minutes prior to the commencement of the student day in the building to which the RPN is assigned Monday through Friday. The RPN's work day shall extend for a period of 6 hours and 50 minutes at the Middle School and High School and 6 hours and 20 minutes at all other schools. A RPN's work day may extend beyond these limits to provide time to dismiss students and to meet the following requirements:

- A. General meetings where RPNs meet parents on schedule. RPN shall not be obligated to attend more than 3 such general meetings per year.
- B. Attendance at special meetings called by the Superintendent or the Board of Education.
- C. Two meetings each month of a building faculty, department, or grade level. Attendance at such meetings shall not be required beyond one hour.
- D. Time required to satisfactorily perform instructional and/or supervisory duties associated with co-curricular and athletic assignments.
- E. Overtime - All hours worked outside the normal work day shall be paid at time and one-half. All work performed on Saturday shall be paid at time and one-half. All work performed on Sunday shall be paid at double time excluding A-D above.
- F. Conferences - RPN attendance at conferences will be determined by seniority.
- G. Mandated Training - Any mandated training of RPN's shall be the responsibility of and paid for by the Westbury Public Schools.
- H. Nurses who perform "physicals" for students involved in sports outside

of their normal work schedule shall be compensated at the rate of time and one-half for all hours worked.

- I. Nurses who report to school prior to the start of the school year to manage "student records" shall be compensated at the rate of time and one-half for all hours worked.
- J. Nurses required to fill-in/cover for another school in addition to their regular assignment shall be compensated an additional \$58.00 per day.
- K. For Nurses assigned to the 6 week Special Education Summer Program, compensation shall be at time and one half.
- L. Steward Release Days - The elected Unit Stewards (2) shall receive a maximum of three (3) days per year, with approval, to attend UPSEU activities. The Unit Steward shall be released from the District with pay.
- M. Jury Duty - Employees shall receive full pay while serving on jury duty. Employees shall make every attempt to serve during the months when school is not in session.

ARTICLE V - COMPENSATION

Salaries will be adjusted each July 1st during the term of this Agreement for the employees listed in and as set forth in Exhibit "A" attached hereto. Such increases shall be implemented before a 3.5% wage increase is calculated for each of the 2007-2008, 2008-2009, and 2009-2010 years and before a 3.75% wage increase is calculated for the 2010-2011 school year.

ARTICLE VI - SCHOOL CALENDAR

The RPN work-year shall conform with the school calendar, which is annexed hereto and made a part hereof as Schedule "B".

ARTICLE VII - GRIEVANCE PROCEDURE

1. DEFINITIONS

a. "Grievance" shall mean any claimed violation, disagreement or dispute with respect to the application of the terms of this Agreement.

b. "Party aggrieved" shall mean anyone covered by this agreement, or a group thereof having the same grievance.

c. "Immediate Supervisor" shall mean the individual to whom the employee is directly responsible.

d. "Principal" shall mean an individual in charge of a particular school building.

e. "Chief Administrator" shall mean the Superintendent of Schools.

f. "Representative" shall mean an individual designated by the party aggrieved to act on behalf of the party aggrieved throughout the grievance proceeding or at any stage hereof.

g. "Days" shall mean those days in which the schools of the district are in session.

2. RIGHT TO PRESENT GRIEVANCES

A party aggrieved shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

3. DETERMINATION OF GRIEVANCES

Any claimed grievance may be presented and determined in the following manner:

STAGE I - Within thirty (30) school days after the aggrieved knew or should have known of the cause of the grievance the party aggrieved may either orally or in writing, present her grievance to her Building Principal, who shall confer with the party aggrieved and the party aggrieved's representative, if a selection of a representative is made by the party aggrieved, with a view to arriving at a mutually satisfying resolution of the complaint.

Whenever a grievance is presented, which would involve the application or interpretation of the terms of this agreement, or would affect the conditions of employment of the RPN personnel, the Building Principal shall notify the RPN so that they may be represented at the conference.

The Building Principal shall render his determination to the party aggrieved

and her representative, if any, within five (5) days after the grievance has been presented. Where the grievance has been presented in writing, the decision shall be in writing.

In the event that the grievance is based upon some act or omission on the part of the Building Principal, the aggrieved party, at her option, may institute the grievance proceeding initially at Stage II.

STAGE II - If the grievance is not resolved at Stage I, the party aggrieved personally or by her representative, may make a written request to the Superintendent of Schools or her designee within five (5) days after receipt of the decision of the Building Principal. The request for review by the Superintendent of Schools shall be in writing and shall set forth the act or condition and the grounds upon which the grievance is based. The Superintendent shall immediately notify the Building Principal to submit written statements to him within five (5) days setting forth the determinations previously rendered by the Building Principal and his reasons therefor. The Superintendent or his designee shall render his determination within ten (10) days after the statement of the Building Principal has been received by him. Where the grievance involves the application or interpretation of the terms of this Agreement, or affects the conditions of employment of those employees covered by this Agreement, the RPN shall be notified of the Stage II procedure by the Superintendent, be furnished with copies of all communications made and received at this Stage, and shall have the right to submit any evidence or argumentation in writing to the Superintendent.

STAGE III - If the grievance is not resolved by the opinion of the Superintendent, as provided in Stage II, the aggrieved party may submit the grievance to the Board of Education, within five (5) school days after the decision of the Superintendent is rendered. Within ten (10) school days after submission of the grievance to the Board of Education, the Board of Education, or a committee of board members, who shall have the authority to act for the entire Board of Education, shall meet with the aggrieved party and her representative for a hearing on the grievance. Within ten (10) school days after the conclusion of the hearing, the Board of Education shall render its decision in writing. A party aggrieved, at her option, may proceed immediately to Stage IV after the decision at Stage II is rendered. The time limitations set forth in Stage IV will then apply from the decision rendered at the completion of Stage II.

STAGE IV - If the grievance is not resolved at Stage III, the aggrieved party

may, within ten (10) days after the decision at Stage III is rendered, notify the Superintendent that the grievance shall be submitted to an arbitrator, who shall be appointed pursuant to the rules and regulations of the American Arbitration Association. The Arbitrator shall conduct hearing or hearings on the matters, as the arbitrator deems appropriate, and shall render an opinion in writing on the grievance. The opinion of the arbitrator shall be advisory and shall not be final and binding. The opinion of the arbitrator shall be carefully considered in determining the final disposition of the grievance, and any and all arbitration costs shall be borne equally by the Board of Education and the aggrieved party.

Time shall be of the essence, and all of the timelines and deadlines set forth above shall be strictly complied with.

4. MISCELLANEOUS PROVISION

a. No decision rendered under these procedures shall be contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or of applicable rules or regulations having the force and effect of law.

b. Nothing contained in this article shall be construed to deny to any person or organization the rights under law of the State of New York, the United States or any regulation of the Commissioner of Education of the State of New York.

c. No aggrieved party may be represented at any stage of the grievance proceeding by an organization or association other than UPSEU.

ARTICLE VIII - RETIREMENT BENEFIT

The Board has adopted a resolution which provides the benefits of 41J of the Retirement and Social Security Law to qualified employees.

ARTICLE IX - NEGOTIATIONS

On or after November 1, 2010, either party may notify the other, in writing, that negotiations are required for the professional negotiations agreement to succeed this agreement. The notice shall set forth the items upon which negotiations are required. Within five (5) days after delivery of said notice, the other party may submit to the first party, in writing, those items upon which that party seeks negotiations. Negotiations meetings between the

parties shall commence within ten (10) days thereafter.

ARTICLE X - MISCELLANEOUS PROVISIONS

A. Any terms and conditions of employment currently in effect that are more beneficial than those provided for in this agreement will remain in effect for the duration of this agreement unless changed by mutual agreement.

B. Copies of this Agreement shall be duplicated at the expense of the Board of Education and distributed to all RPN now employed or hereafter employed by the Board.

C. This agreement may not be modified, changed or amended, either in whole or in part, except by an instrument in writing duly executed by both the Board and the Association, and no departure from any provisions, or terms of this Agreement, by either party, or by their respective officers, agents, or representatives, or by individual members of the Board of the RPN, shall be construed to constitute a waiver of any of the provisions hereof, or the right to enforce any such provision.

D. If any provision of this Agreement or any application of any provision of this Agreement to any employee or group of employees shall be found contrary to law, by any court of competent jurisdiction whose decision shall not have been appealed within the time permitted for said appeal, then such provision or application shall not be deemed to be valid and subsisting, except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

E. This Agreement shall become effective on July 1, 2007, and shall continue in full force and effect through June 30, 2011, and negotiations relating to this contract shall not be opened during this period, except as noted in Article IX.

F. Longevity

Upon completion of continuous years of service, a full time 10-month employee shall receive a one-time longevity payment in the amount listed below on the onset of their 11th, 16th, 21st and 26th year of employment. These payments shall not be included in the employee's salary.

10 years - \$1,300.
15 years - \$1,575.
20 years - \$1,850.
25 years - \$2,400.

G. Uniform Allowance/Maintenance Expense

Effective July 1, 2007, RNs are required to provide expense receipts for purchases of professional needs (i.e. stethoscope, shoes, uniform pants and shirts, health reference books, or additional lab coats) for reimbursement to an annual maximum of \$125. The reimbursement shall be payable by separate check.

The District will provide three (3) lab coats per employee on alternating years.

H. Mileage Reimbursement

The District shall compensate employees for all miles driven in connection with employment at the IRS rate in effect July 1st of each year.

I. Umbrella Policy

Upon request the District shall provide each unit member a copy of the District's Umbrella Policy.

J. Seniority

Seniority shall be determined from the original date of full time employment, uninterrupted by resignation or other termination. Where layoffs may be required, the least senior employee shall be laid off first.

K. Personnel Files

Upon request, any employee will be permitted to view the contents of his/her personnel file. No material shall be placed into the employees personnel file without prior notice/knowledge of the employee. The employee shall be permitted to affix any response to items that are placed into the employee's file.

L. Evaluations

The District and the Union shall form a joint committee of administrators and unit members to develop an evaluation procedure to be implemented beginning in the school year of September, 2008.

REPRESENTATIVES OF BOTH PARTIES UNDERSTAND THE PROVISIONS OF THE TAYLOR LAW AND AGREE BY AFFIXING THEIR SIGNATURES ON THIS DOCUMENT THAT THEY WILL AFFIRMATIVELY SUPPORT APPROVAL AND/OR RATIFICATION OF ITS TERMS. THE PARTIES UNDERSTAND THAT THE TERMS OF THIS MEMORANDUM OF AGREEMENT ARE SUBJECT TO RATIFICATION BY THE UNIT MEMBERS AND APPROVAL OF THE BOARD OF EDUCATION.

ARTICLE XI - AMENDMENT TO LAW

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.

Any new category of benefits provided by contract to any other bargaining unit during the life of this contract will be provided to the members of the UPSEU-Registered Nurses Unit, i.e., optical plan or long term disability.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

SUPERINTENDENT OF SCHOOLS
WESTBURY UNION FREE SCHOOL DISTRICT

Date:

By: Christine R. Clark-Sneed 10-1-08

UNITED PUBLIC SERVICE EMPLOYEES UNION -
NURSES UNIT

Date:

By:  SEP 22 2008

BOARD OF EDUCATION
WESTBURY UNION FREE SCHOOL DISTRICT

Date:

By: Wesley M. Archer 10/10/08

Exhibit "A"

Gail Barber: 2007 - \$1175
2008 - \$1175
2009 - \$1175
2010- \$1175

Robbin Brenker: 2007 - \$1100
2008 - \$1100
2009 - \$1100
2010 - \$1100

Linda Ingram: 2007 - \$1250
2008 - \$1250
2009 - \$1250
2010 - \$1250

Diane Musso 2007 - \$720
2008 - \$720
2009 - \$720
2010 - \$720