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RN/5470

agreement between

New York State
NURSES
ASSOCIATION®

and

LINDENHURST UFSD

July 1, 2009 - June 30, 2014

New York State
NURSES
ASSOCIATION.

Advocating for patients. Advancing the profession.

THE NEW YORK STATE NURSES ASSOCIATION IS THE VOICE
FOR MORE THAN A HUNDRED THOUSAND FRONTLINE NURSES.
WE ARE NEW YORK'S LARGEST UNION AND PROFESSIONAL
ASSOCIATION FOR REGISTERED NURSES.

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AGREEMENT made as of the 3rd day of Sept., 2014, between the LINDENHURST UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "District") and the NEW YORK STATE NURSES ASSOCIATION (Lindenhurst Chapter) (hereinafter referred to as the "Association").

PREAMBLE

The District 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 District and its employees covered by this Agreement, the Registered Professional Nurses. It is agreed as follows:

ARTICLE I. RECOGNITION

In accordance with section 208 (c) of the Civil Service Law, the District recognizes the Association as the exclusive representative of all regular full-time and all permanent part-time licensed registered professional nurses (hereinafter employees) employed by the Lindenhurst School District (UFSD #4), for the purpose of collective negotiations with respect to hours, wages and terms and conditions of employment.

ARTICLE II. NO STRIKE CLAUSE

The Association subscribes to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. Therefore, the Association agrees that it will not assert the right to strike or a work stoppage nor will it assist, participate or impose an obligation to conduct, assist or participate in a strike or work stoppage, nor cause, instigate or encourage a strike.

ARTICLE III. PAYROLL DEDUCTION

A. Association dues, as certified by the Association to the District, shall be deducted in ten (10) equal installments from the paychecks of members who voluntarily submit dues deduction authorization cards signed by the individual employees. Such deduction shall be made within thirty (30) days of receiving the dues deduction authority and shall become effective on the payroll period succeeding the date of authorization.

The Association shall forward a list of employees who have authorized deduction of dues. The District shall deduct dues from those on the list who have submitted deduction authorization cards. The amounts deducted shall be transmitted to the Association at an address designated in writing by the Association, within ten (10) days of each said deduction. The District shall not be liable for nonpayment of an employee's dues.

B. Members who desire to revoke their payroll deduction authorizations must notify the Association and

the District in writing at least thirty (30) days before the effective date of any such revocation.

C. Agency Fee - the District will follow the provisions of Civil Service Law Section 208 (3) (b) requiring the deduction of salary, equivalent to the amount of union dues, for those nurses who elect not to be members of the Association.

D. Direct Deposit - Effective July 1, 2013, all employees are required to be paid through direct deposit only and to thereby participate in the District's direct deposit program. Employees are also required to complete any forms or other documentation, the form and format of which shall be determined by the Assistant Superintendent for Business or her/his designee as a prerequisite to being paid.

ARTICLE IV. DEDUCTIONS FROM SALARY

A. Payroll savings plan - should an employee choose to enroll in the Savings Bond-payroll deductions plan, employee must notify the business office in writing no later than September 15th of any school year.

B. Upon written request of an employee in the District, salary deductions in equal amounts from each payroll will be made for the Federal Credit Union. Upon proper transference of this money, the District is relieved from all liability. Such deductions shall be in accordance with the District's administrative procedure.

C. The employee shall be entitled, upon request made reasonably in advance and in accordance with the rules and regulations adopted by the District, to participate through payroll deductions in the District's tax sheltered annuities program.

ARTICLE V. NO DISCRIMINATION

The District agrees to continue its policy of not discriminating against any employee or candidate for employment on the basis of race, creed, age, color, national origin, sex, marital status, or membership in 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 discrimination on the basis of race, creed, age, color, national origin, sex or marital status, and to represent all employees without regard to membership or participation in, or association with the activities of, any employee organization.

ARTICLE VI. NEGOTIATION PROCEDURES

A. In order to make reasonable and practical proposals during the course of negotiations, the Association will have access to statistics and information relative to the working conditions, salaries, and

benefits of the employees represented by the Association. Such information shall be made available or supplied to the Chairperson of the Association's negotiating team or her representative within five (5) business days after a request has been made to the District's negotiating team chairperson. Any Data requested that is merely a matter of duplication shall be duplicated and made available within twenty-four (24) hours.

B. Upon a request of either party for a meeting to open negotiations for the next ensuing school year, a mutually acceptable meeting date shall be set no more than fifteen (15) days following such a request. Such a request will be made on or before January 15th. All proposals prepared for negotiations shall be submitted in writing by the Association and the District's representatives at the first meeting. Subsequent meetings shall be called at times mutually agreed upon.

C. When negotiations, including mediation and fact-finding meetings, are scheduled on consent of the parties during the school day, up to three (3) members of the nurses' negotiating team will be released from school duties without loss of pay.

ARTICLE VII. SALARY

A. 1. The salary schedules for the 2009-10, 2010-11, 2011-12, 2012-13, and 2013-14 school years shall be as on attached Schedule A.

2. Part-time employees will receive one-half (1/2) or fifty (50%) percent of Step I. In the event a part-time employee becomes full-time, two (2) school years as a part-timer will equate to one school year as a full-timer.

3. Effective July 1, 2009 and ending June 30, 2010, longevity increments will be as follows:

Beginning with the 5th year of service through the 9th year	\$ 1,230.00
10th through 14th year	1,435.00
15th through 19th year	1,640.00
20th year or more	1,845.00

Effective July 1, 2010, and ending June 30, 2011, longevity payments will be as follows:

Beginning with the 5th year of service through the 9th year	\$ 1,261.00
10th through 14th year	1,471.00
15th through 19th year	1,681.00
20th year or more	1,891.00

Effective July 1, 2011, and ending June 30, 2012, longevity payments will be as follows:

Beginning with the 5th year of service through the 9th year	\$ 1,261.00
10th through 14th year	1,471.00
15th through 19th year	1,681.00
20th year or more	1,891.00

Effective July 1, 2012, and ending June 30, 2013, longevity payments will be as follows:

Beginning with the 5th year of service through the 9th year	\$ 1,261.00
10th through 14th year	1,471.00
15th through 19th year	1,681.00
20th year or more	1,891.00

Effective July 1, 2013, and ending June 30, 2014, longevity payments will be as follows:

Beginning with the 5th year of service through the 9th year	\$ 1,261.00
10th through 14th year	1,471.00
15th through 19th year	1,681.00
20th year or more	1,891.00

B. Payment Plans - Employees shall be paid every second (2nd) Friday that school is in session or in accordance with the teachers' payroll schedule during the school year at the rate of 1/22 or 1/26 of their annual salary according to the individual's choice submitted in writing on forms supplied by the Superintendent's office prior to the end of the school year, and binding for one (1) succeeding school year.

ARTICLE VIII. EXTRA DUTY ASSIGNMENTS

A. Effective upon full execution and approval/ratification of this agreement by the Board of Education and the New York State Nurses Association, in the event that employees are assigned to mutually agreed upon activities which cause such employees to work beyond their regular work day, and such work results from a pre-approved assignment by the building principal or the Assistant Superintendent for Business or his/her designee, they shall be compensated at the Nurses' regular hourly rate based upon each such Nurse's daily rate of pay. Where a nurse performs work outside of the school calendar in the summer and such work results from the pre-approved assignment by the building principal or the Assistant Superintendent for Business or his/her designee, the Nurse will be compensated at the Nurse's regular hourly rate based upon each such Nurse's daily rate of pay.

rate shall be determined based upon a work year of one-hundred eighty (180) days (total annual base pay divided by 180 days = daily rate of pay).

B. In order to assure the health and safety of the pupils, nurses will not be required to participate in any of the following kinds of duties out of license:

Bus, hall, cafeteria duties, study hall, monitoring, proctoring, substitution for classroom teachers or truant officers or non-nursing clerical staff duties.

ARTICLE IX. SCHOOL YEAR AND SCHOOL CALENDAR

A. The length of the work year (days of service) for employees shall be the same as that designated for teachers on the teachers' school calendar. If the teachers work year is lengthened, and as a result registered nurses work more than 183 days, the nurses will be paid their daily rate of pay for each day over 183 days. In this regard, the daily rate of pay shall be based on 180 days (total annual base pay divided by 180 days = daily rate of pay).

B. One registered nurse will be appointed to the School Calendar Committee.

ARTICLE X. SCHOOL DAY

A. Length of Workday - the full-time employee's workday shall be seven (7) hours, including meal time and any rest periods. The individual employee's daily time schedule shall be arranged with the respective building principal.

B. Attendance - nurses in the elementary schools will assume the duties and responsibilities for handling attendance in accordance with the job description set by the District, such as contacting parents of children who are excessively absent or suspiciously absent, such procedure to be at the discretion of the building principal.

C. Meal Period - Unit members will be compensated at their individual regular hourly rate for remaining in their assigned school buildings during their lunch period provided, that same is necessary due to the unit members' duties and they have received prior approval from the building principal or the Assistant Superintendent for Business or his/her designee.

D. Sign-In/Out - Employees are required to sign in at the beginning of their work day, and to sign out at the end of each such work day. The Assistant Superintendent for Business or her/his designee shall in her/his discretion determine the manner and means (i.e., electronic, manual, etc.) and format (i.e., written, etc.) for such process.

ARTICLE XI. FRINGE BENEFITS

A. Insurance

1. Effective July 1, 2009, all employees shall contribute ten (10%) percent of the cost of premiums for individual and/or family health insurance coverage. All NYSNA employees will receive the New York State Health Insurance Plan (NYSHIP) currently in effect. The District may offer and the employee may elect alternative health insurance plans or carriers which are not prohibited by NYSHIP pursuant to the rules, regulations, bulletins or other pronouncements of such alternative coverage plans. The election of such offered coverage by the employee is voluntary. The District may in its discretion unilaterally discontinue such alternative coverage. In the event of a discontinuance, employees will continue to be covered under such alternative plan until the conclusion of the last applicable coverage/plan year. Except with regard to the aforementioned alternative health insurance plans or carriers which may be offered and/or discontinued as per the above provision, the level of health insurance benefits will not change as per the Triborough Act unless a new agreement is reached.

2. The District shall pay full cost, less any retirement system mandated employee contributions, for Plan 75i of the New York State Employees Retirement System.

3. The District shall continue the District's malpractice insurance coverage for full and part-time employees. The Superintendent or his designee shall explain this insurance coverage to all current and newly hired employees.

4. The District shall provide fully paid individual and family dental coverage to each employee.

5. The District shall defend, indemnify and hold harmless nurses against whom litigation is commenced by third parties for negligence committed by nurses during and after regular school hours working within the scope of their employment within the District with the prior permission and approval of building administration in assignments which include, but are not limited to, extra duty assignments provided the District's malpractice insurance coverage for same pursuant to sub-paragraph (A) (3) of the agreement applies.

6. Retired employees will not be required to make any contributions towards the medical premiums.

7. Optical Reimbursement: Effective July 1, 2005, upon presentation of documentation in form and in substance acceptable to the Assistant Superintendent for Business, the District shall reimburse each employee, up to a maximum of \$100.00 per employee, per year, for the purchase of eyeglasses and/or contact

lenses for the employee only.

8. Health Insurance Declination: Except as otherwise set forth herein or within the rules, bulletins, policies or other requirements or directives of the Plan, each member of the bargaining unit who provides the school district with a declination for health insurance shall receive payment for waiving such coverage. The payment shall be twelve (12) times the monthly premium of the least costly individual health coverage plan. Payment shall be made in the last paycheck in June when the declination has been in effect from the preceding July 1st. The declination must be submitted to the District no later than June 1st for the fiscal year beginning on July 1st. Employees who decline the health insurance coverage under this section will not have the opportunity to opt back into the plan for an entire year. Employees who have declined coverage for a given year, and who wish to re-enroll in the health insurance program for the following year, shall notify the District of such change no later than June 1st for the year beginning on the following July 1st. Employees who receive NYSHIP (New York State Health Insurance Plan) coverage through their spouse or other public employer, shall not be eligible, and will not be paid the aforementioned declination payment. In this regard, the parties acknowledge that the NYSHIP bulletin (Exhibit "A") containing this prohibition against making the declination payment under the aforementioned circumstances, is currently the subject of litigation and the State has appealed the Court's decision. As a result, the parties agree that if that bulletin is declared invalid by a court of final Appellate jurisdiction, the District will continue to make the declination payment as per past practice. In the event the bulletin is upheld by a court, then the aforementioned amendment shall be incorporated into the Collective Bargaining Agreement accordingly.

This provision and the declination payments contained herein shall not apply to employees hired on or after July 1, 2013. Furthermore, effective July 1, 2013, employees hired prior to that date and who have declined such coverage for 2013/14 will be paid pursuant to the above with the amount frozen in the event of subsequent years of declination, at the 2013/14 rate of payment. In the event the District obtains the elimination of this declination payment, a freeze, or a reduction in the amount of such payment from other District bargaining units, the District may unilaterally eliminate, freeze and/or make such equivalent reduction in such payment for the nurses unit effective July 1st of the year following the effective date of such other unit's reduction/elimination or freeze. The District shall select the unit from which the aforementioned elimination, freeze, or reduction will be applied, and this selection shall apply to nurses unit members who decline coverage

for 2014/15 and thereafter. The declination payment shall only apply to the declination of health insurance coverages provided by NYSHIP or HIP. The declination payments will only be made to employees who decline all District health insurance coverages.

B. Use of Cars

1. Employees will not be required to use his/her own car to transport students and will not be insubordinate if they refuse to do so.

2. The IRS approved mileage rate will be paid to all nurses for the use of their vehicles for District business and for traveling to and from different schools within the District, within the scope of their duties.

C. Sick Leave

1. Effective July 1, 2009 Full-time employees shall be granted fourteen (14) sick days (Note: For years 2009/10, 2010/11, 2011/12 and 2012/13 only, nurses shall be permitted to elect to accumulate the aforementioned two (2) additional days up to a total of eight (8), or be paid for one (1) of the additional days for each such year for a total of four (4). Nurses shall be permitted to accumulate those additional days for the aforementioned years, for which they have not elected to be paid) per school year for bona fide absences due to personal illness as established by District policy. The School District reserves the right to request medical proof of the need to be absent where the administration believes there may be an abuse.

2. Sick leave shall be allowed, without loss of pay, for personal illness and physical disability and will be applied equally and in the same manner to any disability whether or not caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and/or recovery there from.

3. Illness for a member of the immediate family requiring up to five (5) days absence of the employee from work shall be allowed and each day shall be deducted from the employee's sick days. For the purpose of this paragraph, the immediate family shall be defined as - mother, father, brother, sister, child, spouse, mother-in-law, father-in-law, or any relative residing in the same household.

4. Full-time employees may accumulate unused sick days from year to year for an unlimited number of accumulated days.

5. If employment is terminated prior to the end of the school year or is for a term less than a full school year, the number of paid sick days under this provision will be prorated at one (1) day per month or major part thereof for time worked. In the event payment has been made in excess of the number of allowable

prorated sick days, the District shall have the right to deduct the amount of excess paydays from salary.

6. Effective July 1, 2006, Nurses may elect to receive paid compensation for unused sick days each year. The maximum payment required by this provision is one-half of the employee's annual allotment of twelve (12) sick days for a maximum of six (6) days per year. Effective July 1, 2013 nurses may elect to receive paid compensation for unused sick days each year. The maximum payment required by this provision is one-half of the employee's annual allotment of fourteen (14) sick days for a maximum of seven (7) days per year. Such election shall only apply to sick leave accrued during the year of election. Employees are prohibited from electing to receive payment for sick days which were accrued and/or accumulated in prior years. For the purpose of this clause, a day's pay will be computed at 1/180th of the employee's annual salary and payment shall be included in the last salary voucher each year.

D. Other Leaves

1. The employee shall be permitted to have time off with pay when necessary for the purpose of performing jury duty and giving testimony to court under subpoena in matters to which he is not a party. The employee shall be required to turn over any per diem pay received as a juror, but not any mileage pay with no loss of pay.

2. Death in the immediate family leave. Absence due to the death of mother, father, sister, brother, child, spouse, mother-in-law, father-in-law, or any relative residing in the same household, will be excused up to five (5) calendar days subsequent to death, without loss of pay. Absence due to death of other family members not listed above will be granted for one (1) day with no loss of pay.

3. Emergency leave of absence for a long term illness or other reason may be granted by the consent and approval of the Superintendent. The District shall have the right to select its own physician to confirm the certification of the employee's physician and will pay for the cost of this additional medical opinion.

E. Personal Leave - Away with Permission Days

The full-time employees shall be entitled to three (3) personal days per school year with no loss of pay. Applications for such days shall be made one (1) week in advance except in emergency situations and shall be subject to the District's regulations regarding the reasons for which personal leave may be taken. Unused personal days shall be added to an employee's accumulated sick days.

F. Infant Care Leave

Shall be granted when an employee requests it. Such leave shall be applicable to natural births or adoptions. Notice of the intentions to request such leave shall be given as soon as possible, preferably no later than two (2) months prior to the commencement of the leave. The leave shall extend for the duration of the school year in which application is made, or any appropriate time of the school year, with the consent of the Superintendent. On leave for a full year, the employee will give the District six (6) months' notice of intent to return. A leave of a shorter notice will require a two (2) month notification. Such leave will be without pay. The employee will be reinstated upon return to the same position without loss of seniority and other benefits.

G. Conferences

The District shall budget Two Thousand (\$2,000.00) Dollars for a Conference Fund for nurses which shall not be carried forward if unused in any one year. Conference Fund money may be used to pay the C.P.R. fee. The Superintendent of Schools or his designee may grant permission to employees to attend workshops or conferences that are pertinent to the school health program. If such permission is granted, the District shall reimburse the employee for the costs of the conference from the aforementioned Conference Fund. Requests for permission to attend conferences must be made sufficiently in advance to allow for processing. Employees will be excused to attend such conferences without loss of salary, sick leave, or personal days.

H. General Leave

An employee may be granted on an individual basis, upon recommendation of the Superintendent a general leave. The maximum amount of time allowed for such a leave shall be one (1) year. The employee shall be reinstated upon return to the same position without loss of seniority and other benefits.

I. Fringe benefits provided by the District in this Article to full-time employees shall be applied pro rata to regular part-time employees, excluding insurance benefits.

ARTICLE XII. UNUSED SICK LEAVE PAY

Any employee who is eligible for retirement, and who meets the necessary requirements under the New York State Employees Retirement System, shall receive compensation for unused sick leave at the rate of one-half (1/2) of each day of unused sick leave up to a maximum of one hundred eighty (180) days. For the purpose of this clause, a day's pay will be computed at 1/180th of the final year's salary to be included in the last salary voucher.

ARTICLE XIII. HEALTH INSURANCE FOR RETIRED EMPLOYEES

The Employer will continue to provide the same level of health insurance to retired employees as provided current employees, but such retired employees will not be required to contribute to the medical insurance premium co-pay.

ARTICLE XIV. ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. The District will provide the Association, through its President with a copy of all minutes of meetings of the Board of Education as soon as distributed.

B. The employees' Association may use school buildings for meetings when such meetings will not interfere with normal school operations or programs, so long as such usage does not create additional expense to the District.

C. The employees' Association shall have free and unhindered access to interschool mail boxes for the purpose of distributing its materials.

D. Copies of all Board policies pertinent to the School Nurse position, the responsibilities of the School Nurse, nursing practice and policies, as well as related health matters, are to be on file in each Health Office and will be reproduced and distributed by the District at its own expense. The books will continue to be kept current.

E. Copies of all directives from the New York State Department of Education and Health, pertinent to School Nurses and nursing practices as well as School Health, Safety, and Physical Education shall be on file in the school Health Offices. These will be reproduced and distributed by the District at its own expense. The Superintendent or his designee will determine which material is pertinent.

ARTICLE XV. NURSING PROCEDURES

All unit members shall be bound and obligated to follow the procedures delineated in the District nursing procedures manual as amended from time to time, as per state law, in consultation with the Nursing Committee.

ARTICLE XVI. MEETINGS

A. Superintendent of Schools

The Superintendent or his representative shall meet with representatives of the Association to consult informally on matters of district-wide concern. Employees shall attend these meetings without loss of pay.

B. In-Service Education and Workshops

Where fiscally possible there will be opportunities for continuing growth and development in the fields of school nursing and health through In-Service Education and Workshops provided in District by the District, at its own cost and at no loss of pay to the employees.

C. Advisory Committee

The employees' representative will be members of an Advisory Committee to assist the Assistant Superintendent for Business or other representatives of the Superintendent in the following areas:

1. Selecting the agenda for the meetings of the employees.
2. Interviewing of prospective employees and "subs".
3. Orientation of new employees and "subs".
4. Updating and upgrading of the School Nurse Job description.

D. Annual Convention of the New York State Nurses Association

Two (2) representatives of the employees shall be able to attend the annual convention of their Association with no loss of pay for a total of three (3) employee workdays per year. The cost of substitutes required by virtue of attendance at this convention shall be paid out of the Conference Fund referred to in Article XI G.

ARTICLE XVII. 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 grievance 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 District 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.

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 District or the Association may present and process grievances. Such District or Association grievances shall be initiated in writing at the appropriate step.

3. At the first two 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 will 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.

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 designated representative.

Step 2: Superintendent of Schools

The Superintendent or his designated representative shall arrange for a hearing within five (5) school days after receipt of an appeal from Step 1. The Superintendent or his designated representative will render a written decision within eight (8) school days after the hearing is concluded.

Step 3: Advisory Arbitration

In the event the aggrieved person is not satisfied with the disposition of the grievance at Step 2 the grievant may appeal such decision by filling a demand for arbitration in the District within ten (10) days after

receipt of the Step 2 decision.

Within ten (10) days after receipt of the written arbitration demand representatives of the grievant and the District shall meet to designate a mutually acceptable arbitrator. If no agreement or selection is reached the arbitrator shall be selected pursuant to the rules of the American Arbitration Association.

The arbitrator shall have no power to add to, detract from or otherwise vary the terms of the Agreement. The costs of the arbitrator shall be shared equally by the parties to this Agreement. The arbitrator's award shall be advisory only. The District shall have thirty (30) days after receipt of the arbitrator's award to issue a decision.

Step 4: Tripartite Panel

In the event the aggrieved or the District is not satisfied with the disposition of the grievance at Step 3, an appeal may be filed to a Tripartite Panel within ten (10) days after receipt of the advisory arbitrator's decision. The Tripartite Panel shall consist of one administrator selected by the Superintendent, one nurse selected by the Nurses Association and one board member mutually agreed to by the parties.

The Tripartite Panel shall issue a decision within thirty (30) days and such decision shall be final and binding on all parties. This procedure shall be the sole and exclusive method of resolving a grievance.

D. Special Procedures

1. In the event 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. An appeal will be deemed waived unless filed on a timely basis.

5. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance.

ARTICLE XVIII. EMPLOYEE FILES

A. Each employee shall have the right, upon written request, to review the contents of his/her own personnel files emanating from this school district as maintained by the Superintendent, Principal and Assistant Superintendent for Business. Upon reviewing the file, the employee shall sign all contents thereof. Such signing is for the purpose of establishing that the employee has been informed of all materials in his/her file.

B. The employee shall be entitled to reproduce any items maintained in his/her file.

ARTICLE XIX. EVALUATION

A. Employees will be evaluated annually by Building Principal (or more frequently if necessary). Employees will receive and sign a written evaluation and will retain a copy of the same for his own. He/she will be provided with the opportunity to enter written comments on the report.

B. The employee shall be entitled to a conference with the Building Principal who issued the evaluation report before it is filed in the personnel folder.

C. Copies of all written evaluations (as well as the annual evaluation) must be sent to the employee and signed by him/her before being placed in his/her file.

ARTICLE XX. NOTICE OF VACANCIES

Written notice of vacancies concerning registered nurse positions in the District shall be forwarded to the Chairperson of the Association and to each unit member. During the summer months, any such notices shall be sent to the home address of the Chairperson and unit members.

ARTICLE XXI. TRANSFERS

Bargaining unit members who make application for vacancies in nursing positions in the District shall be given a preference over outside applicants in filling such positions.

ARTICLE XXII. SENIORITY

Administration's determination of unit members' seniority shall be based on the length of time unit members have been employed as a registered nurse in the bargaining unit in the District. For the purposes of this determination, the aforementioned period of employment shall be inclusive of the employees' probationary service.

The District will provide the Chairperson of the Association with a unit member seniority list each year.

ARTICLE XXIII. EXCESSING

An employee is to be given thirty (30) calendar days' notice in the event it is necessary to excess such employee.

ARTICLE XXIV. EMPLOYEE AND STUDENT PROTECTION

School principals shall be required to report all cases of assault and/or battery suffered by the employees, in connection with their employment, to the Superintendent and Board of Education (attorney).

ARTICLE XXV. ZIPPER CLAUSE

It is agreed that all negotiable items have been discussed during 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, unless mutually agreed upon by employees, the District, and the Association.

ARTICLE XXVI. 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 XXVII. AMENDMENT

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

ARTICLE XXVIII. PUBLIC EMPLOYEES FAIR EMPLOYMENT ACT

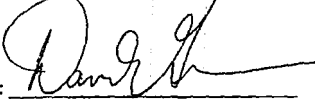
IN ACCORDANCE WITH ARTICLE XIV OF THE CIVIL SERVICE LAW, SECTION 204-a, IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXIX. DURATION

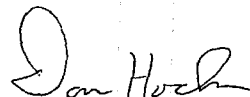
This contract and each of its provisions shall be effective as of July 1, 2009 and shall continue in full force and effect until June 30, 2014.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals in duplicate this ____ day of _____, 2015.

LINDENHURST UNION
FREE SCHOOL DISTRICT

By: 
Name: DANIEL E. GIORDANO
Title: Superintendent of Schools

Date: 1.21.15

By: 
Name: DONNA HOCHMAN
Title: President, Board of Education

Date: 1.21.15

NEW YORK STATE
NURSES ASSOCIATION
(Lindenhurst Chapter)

By: 
Name: NANCY KALEDA
Title: Deputy Director

Date: 1/6/15

SCHEDULE "A"

LINDENHURST UFSD
LINDENHURST CHAPTER OF THE
NYS NURSES' ASSOCIATION

SALARY SCHEDULE 2009-2010

STEP	SALARY	LONGEVITY	TOTAL
1	36044		36044
2	36882		36882
3	37720		37720
4	38559		38559
5	39397	1230	40627
6	40235	1230	41465
7	41074	1230	42304
8	41912	1230	43142
9	42750	1230	43980
10	43589	1435	45024
11	44428	1435	45863
12	45266	1435	46701
13	46105	1435	47540
14	46942	1435	48377
15	47781	1640	49421
16	48619	1640	50259
17	49457	1640	51097
18	50296	1640	51936
19	51134	1640	52774
20	52568	1845	54413

SCHEDULE "A"

LINDENHURST UFSD
LINDENHURST CHAPTER OF THE
NYS NURSES' ASSOCIATION

SALARY SCHEDULE 2010-2011

STEP	SALARY	LONGEVITY	
1	36945		36945
2	37804		37804
3	38663		38663
4	39523		39523
5	40382	1261	41643
6	41241	1261	42502
7	42101	1261	43362
8	42960	1261	44221
9	43819	1261	45080
10	44679	1471	46150
11	45539	1471	47010
12	46398	1471	47869
13	47258	1471	48729
14	48116	1471	49587
15	48976	1681	50657
16	49834	1681	51515
17	50693	1681	52374
18	51553	1681	53234
19	52412	1681	54093
20	53882	1891	55773

SCHEDULE "A"

LINDENHURST UFSD
LINDENHURST CHAPTER OF THE
NYS NURSES' ASSOCIATION

SALARY SCHEDULE 2011-2012

STEP	SALARY	LONGEVITY	
1	36945		36945
2	37804		37804
3	38663		38663
4	39523		39523
5	40382	1261	41643
6	41241	1261	42502
7	42101	1261	43362
8	42960	1261	44221
9	43819	1261	45080
10	44679	1471	46150
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SCHEDULE "A"

LINDENHURST UFSD
LINDENHURST CHAPTER OF THE
NYS NURSES' ASSOCIATION

SALARY SCHEDULE 2012-2013

STEP	SALARY	LONGEVITY	
1	36945		36945
2	37804		37804
3	38663		38663
4	39523		39523
5	40382	1261	41643
6	41241	1261	42502
7	42101	1261	43362
8	42960	1261	44221
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SCHEDULE "A"

LINDENHURST UFSD
LINDENHURST CHAPTER OF THE
NYS NURSES' ASSOCIATION

SALARY SCHEDULE 2013-2014

STEP	SALARY	LONGEVITY
1	36945	36945
2	37804	37804
3	38663	38663
4	39523	39523
5	40382	1261 41643
6	41241	1261 42502
7	42101	1261 43362
8	42960	1261 44221
9	43819	1261 45080
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New York State Nurses Association

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