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Contract Database Metadata Elements

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Union: **Lindenhurst Aides Unit, CSEA, AFSCME, AFL-CIO**

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AID 15468

LINDENHURST UNION FREE SCHOOL DISTRICT
AND THE
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LINDENHURST AIDES UNIT
COLLECTIVE BARGAINING AGREEMENT
JULY 1, 2011 TO JUNE 30, 2016

I N D E X

<u>TOPIC</u>	<u>ARTICLE</u>	<u>PAGE</u>
ABSENCE	XIV	9
AGENCY FEE - DUES DEDUCTION	II	1
ANTI-DISCRIMINATION	XIX	13
ASSOCIATION RIGHTS AND RESPONSIBILITIES	III	2
CALENDAR	XXI	13
CONTRACTUAL OBLIGATIONS	XVIII	13
DISCIPLINE	XII	7
DISTRICT RIGHTS	IV	2
DURATION OF AGREEMENT	XXII	13
EVALUATIONS	X	7
GRIEVANCE PROCEDURE	XVI	10
JURY DUTY	XV	9
LONGEVITY, INSURANCE, RETIREMENT AND LEAVES OF ABSENCE	XIII	8
NEGOTIATIONS	XVII	12
NO STRIKE CLAUSE	XX	13
PERSONNEL FILES	IX	6
PERSONNEL PRACTICES	VIII	5
PROTECTION OF EMPLOYEES	XXIV	14
RECOGNITION	I	1
SALARIES	VI	4
SCHEDULE CHANGES, LAYOFFS AND FIRINGS	VII	5
SENIORITY	XI	7
TAYLOR LAW NOTICE	XXIII	13
WORKDAY AND WORK YEAR	V	3
APPENDIX "A" - GRIEVANCE FORM		16

AGREEMENT made and entered into this 28th day of April, 2015, by and between the Lindenhurst Union Free School District (hereinafter referred to as the "District" or "Board") and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 870, AFSCME, AFL-CIO, (Lindenhurst Aides Unit), hereinafter referred to as the "Association".

ARTICLE I - RECOGNITION

The District hereby recognizes the Association, pursuant to the certification of the Public Employment Relations Board, as the sole and exclusive bargaining agent for all aides and teaching assistants, to negotiate collectively in the determination of their terms and conditions of employment and the administration of grievances arising thereunder.

ARTICLE II - AGENCY FEE - DUES DEDUCTION

A. The District shall deduct from the checks of members of the Association who submit proper written dues check-off authorizations, the amount of Lindenhurst Aides Unit dues as certified to the District by the Association, in writing. The figure for dues shall be certified to the District in September of each year only. These deductions shall commence in September and be made in an amount and at times which are the most practicable for those in charge of the aides' payroll. The funds deducted shall be transmitted to the Association.

B. Such authorizations shall remain in effect until the pay period following receipt of a written revocation by the District, provided the withdrawal is received five (5) days prior to the payday on which the revocation is to take effect. If the revocation is received later, it shall become effective for the following pay period.

C. Each employee not a member of the Association shall have an agency fee deducted from his/her salary in accordance with Civil Service Law 208. The Association shall advise the District of the amount of the agency fee. Deductions will be made in the same manner as dues deductions.

D. Every member of the bargaining unit who is not a member of the Lindenhurst Aides Unit, shall within sixty (60) days, after their initial date of employment, whichever is later, pay to the Association, an Agency fee. Such fee shall be certified to the District, by the Lindenhurst Aides Unit and shall be consistent with requirements of law. The Association shall forward to the District a list of non-members and the sum of money to be deducted from each employee's paycheck in a manner equivalent insofar as possible, to that used for deduction of dues of members of the Lindenhurst Aides Unit. Not later than 30 days after receipt of the list of non-members, the District shall forward said amount to the Association. The District shall provide the Lindenhurst Aides Unit, on a monthly basis, a listing of all new non-instructional aides.

E. The Association shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability, including reasonable attorneys' fees that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with any of the provisions of this Article.

ARTICLE III - ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Bulletin Boards - The Association shall have the right to post notices of its activities on school bulletin boards designated by the building principal for that purpose.

B. School Facilities - After the close of school on school days, the Association shall have the right to use designated areas in school buildings for meetings provided that there is no interference with any school activities. The use of such designated areas must be arranged and approved, pursuant to the rules of the Community Service Office.

C. Association Officers - If the President of the Association or designees is requested by their Administrator, Superintendent, or Assistant Superintendent of the District to attend a meeting during their working hours, this time shall be considered time worked.

D. Mailbox - Provided space is available, a school mailbox shall be provided for the Association representative in each building for the purpose of distributing legitimate Association material. The distribution of such material shall be accomplished by the Association.

E. Board Minutes - The District shall provide the Association President with a copy of public published minutes of the Board of Education when said minutes are distributed.

F. Employee Agreements - The Association shall be given a copy of all agreements negotiated by the District with other employee groups within a reasonable length of time after they have been duplicated.

G. Contract Copies - The District shall furnish copies of this contract to all aides in the unit. This shall be accomplished by forwarding four hundred (400) copies to the President of the Association who shall be responsible for distribution, effective July 1, 2009.

ARTICLE IV - DISTRICT RIGHTS

The Association recognizes that under the laws of New York State and the regulations of the Commissioner of Education, the District is legally responsible for the conduct of the educational program and the operations of the Lindenhurst Public Schools.

It is the prerogative of the District to continue existing policies or to initiate and announce new policies so long as the same do not affect or change matters expressly or specifically referred to in the Agreement.

All employees in the District are expected to comply with the rules, regulations, and directives adopted by the District or its representatives within the provisions of this Agreement.

ARTICLE V. - WORKDAY AND WORK YEAR

A. Work year - The work year for aides shall normally commence on the first full day the students are in school and shall end the last full day for students of the school in which they work. The district, however, may require an aide to work on student orientation days or on days when teachers and/or administrators may be required to work. In such instances, aides shall be given 48 hours advance notice where possible. Nothing contained in this Article shall be construed as a guarantee of work.

If required to work on orientation days or on other days when teachers and/or administrators are required to work, the aides shall be compensated for the hours worked at their applicable rates.

B. Workday - Aides required by their supervisors to work in excess of their normal scheduled hours shall be compensated for the time worked at straight time rates, up to and including forty (40) hours per week. All hours worked in excess of forty (40) hours per week shall be compensated at the rate of time and one-half. In order to receive compensation for time worked in excess of their normally scheduled hours, an aide must secure the prior written authorization of the building principal or his designated representative, or in the event an aide is not responsible to a building principal, the Business Manager. Payment shall be made after one-half hour has been accumulated or, in the last paycheck of the year, whichever occurs first.

C. Field Trips - Employees will be paid for those hours worked beyond their regular workday while attending field trips, at their regular hourly rate. Employees requested by a classroom teacher to accompany students on fieldtrips shall have all expenses (i.e., admission/transportation fees) paid for without any outlay of the employee's own money, excluding personal purchases or other expenses not required by attendance at fieldtrips. The determination as to what constitutes a personal and/or required expense shall be made in the discretion of Administration.

D. 17.5 Hour Clerical Aides - Part-time unit members having the Civil Service title "Clerical Aide" whose work has been limited to seventeen and one-half (17.5) hours may be offered additional work by their Building Principal up to a maximum of sixty (60) hours per fiscal year at other than their regular assignments. The determination as to whether such additional work is available and/or necessary shall be within the discretion of the Building Principal. Employees may decline such additional work assignments.

E. Summer School:

(1) Aides assigned and/or approved to work beyond their regular work year during the summer months of July and August, shall be compensated for such summer work at the rate of \$11.00 per hour, effective July 1, 2009.

(2) Aides who have applied for the aforementioned summer work shall be notified in writing of the approval or denial of their application for summer school employment. Effective July 1, 2009, such notification shall be provided no later than June 30th.

F. Holidays – Effective July 1, 2009, unit members shall receive one (1) paid holiday (Thanksgiving) per school year. Payment for such holiday shall correspond with the number of hours such employees are regularly scheduled to work (i.e. if an employee is regularly scheduled to work four (4) hours, that employee would receive four (4) hours pay for such holiday). Effective April 28, 2015, unit members shall receive two (2) paid holidays (Thanksgiving Day and Memorial Day).

ARTICLE VI - SALARIES

A. Tier 1, Support Staff: This tier shall include Teaching Assistants, Special Education Aides, Clerical Aides, Computer Aides and Nurses' Aides.

B. Tier 2, Monitors

SALARY INCREASES		
Effective Date	Tier 1--Support Staff	Tier 2--Monitors
July 1, 2011	\$0.00 (zero)	\$0.00 (zero)
July 1, 2012	\$0.30* per hour	\$0.30* per hour
July 1, 2013	\$0.30* per hour	\$0.30* per hour
July 1, 2014	\$0.20* per hour	\$0.20* per hour
July 1, 2015	\$0.30* per hour	\$0.30* per hour

STARTING PAY		
Effective Date	Tier 1--Support Staff	Tier 2--Monitors
July 1, 2008	\$8.50 per hour	\$8.50 per hour
July 1, 2009	\$9.10 per hour	\$9.00 per hour
July 1, 2010	\$9.50 per hour	\$9.40 per hour

*(Note: Retroactive salary increases for unit members who severed their employment or were excessed shall only apply to those periods they were employed by the District during the term of this agreement).

Note Regarding Starting Pay: All aides hired in the 2008-09 school year will stay at \$8.50 per hour for year 1 of the contract. These aides will receive their first salary increase beginning year 2 of the contract (July 1, 2009). Effective July 1, 2009, they will receive the raise for their respective tier which was effective July 1, 2008; the existing contract provision delineating starting salaries for teaching assistants of \$12.50 per hour shall continue.

Note Regarding Working Out of Tier: If a unit member is assigned temporarily to work out of tier, he/she will continue to be paid the hourly rate for their regular tier assignment. However, if a formal change in tier is made on other than a temporary basis, then the unit member shall be paid at the rate designated for such new tier.

ARTICLE VII - SCHEDULE CHANGES, LAYOFFS AND FIRINGS

A. Schedule Changes - During the school year, every reasonable effort shall be made to provide, where possible, one (1) week's notice to an employee in the case of a permanent work schedule change.

B. Layoffs - Effective July 1, 2015: The District shall notify the Association President a reasonable time period in advance, in writing, of any layoff of employees or elimination of positions due to budgetary reasons. In effectuating layoffs the District shall consider the employee's skill, abilities, experience, conduct, disciplinary record, performance, attendance, qualifications and any other factors deemed relevant to such layoff by applicable administrator(s), as well as seniority (as defined as years of service in the District in the unit, not related to tiers). The relevance and/or weight given to any of the above-referenced factors, and the selection of employees and the positions abolished, shall be determined within the sole discretion of Administration.

C. Firings - An individual who is fired shall be entitled, upon request, to a conference with the supervisor involved.

ARTICLE VIII - PERSONNEL PRACTICES

A. Every reasonable effort shall be made to notify the aides of their tentative assignment for the following school year by May 30 of the prior school year.

Aides shall notify the District of their plans to return for the following school year by June 15 of the prior school year, or they shall have been deemed to have voluntarily quit.

In the event this schedule is subsequently altered, the aide shall be notified of the change in writing including the reason for the change.

B. As aide vacancies occur, or new unit positions are created during the school year, a "Notice of Vacancy" describing the positions and qualifications for such positions, shall be sent to the association's president and building representatives, which they shall post on the appropriate bulletin board in each building, and the District's website.

All vacancies occurring during the period on or after the first day of the school year to the last day of the school year, shall be filled temporarily for the remainder of the school year. Thereafter, on or before August 15th, such positions shall be posted and all unit members will have the opportunity to apply for those positions. Unit members in the same tier as the vacant position shall be given first consideration, provided their qualifications, experience and any applicable past performance, are deemed acceptable and satisfactory to the Superintendent or his/her designee. The District shall notify the Association's building representatives of those vacancies that have been filled temporarily on a monthly basis.

Seniority, along with qualifications of the applicant, shall be factors in filling vacancies.

For the purpose of this Article, the school year is deemed to commence on July 1.

C. Nothing contained in this Agreement shall prevent multiple assignments of aides.

ARTICLE IX - PERSONNEL FILES

A. An aide shall, upon prior written request, and within a reasonable time, be given the opportunity to examine his/her file, except for confidential letters of recommendation and other materials leading to employment. Such examination shall take place only in the presence of the Personnel Director or his/her designated representative.

B. No material derogatory to the Aides' conduct, service, character, or personality shall be placed in their personnel files unless the Aides are given an opportunity to review the material, and to respond to same in writing. Such response shall be attached to the file copy of such derogatory material. The aide shall initial the material to evidence that it has been reviewed. In the event an aide refuses to initial the material, this will be noted and the material, with the notation, may be entered in the file. All documents, communications, and records dealing with the processing of a grievance as specified in this contract shall be filed separately from the personnel files of the participants until final disposition.

An aide shall have 15 calendar days after being shown the material to respond to any items placed in the file.

C. The provisions of subdivision B shall only apply to material filed after May 17, 1974.

ARTICLE X - EVALUATIONS

Written evaluations shall be made in accordance with Board policy as amended from time to time.

A copy of any written evaluation shall be supplied to the aide and the aide may add any written responses to this evaluation within two (2) weeks of receipt of same.

ARTICLE XI - SENIORITY

Seniority shall date from the first date worked on a regular assignment as long as the aide worked continuously in the District.

ARTICLE XII - DISCIPLINE

A. Whenever an aide is called to a formal hearing which may lead to disciplinary action, he/she shall be entitled to be accompanied by a representative of the Association.

Such meetings shall be scheduled at a mutually convenient time.

B. No aide shall be disciplined or reprimanded in public by his/her supervisor.

C. Conference with Assistant Superintendent - In those instances where an employee has been advised that he/she may or will be the subject of disciplinary action, such employee shall have the right to request a conference with the Assistant Superintendent for Business or the Assistant Superintendent for Business' designee, prior to the implementation of disciplinary action. The decision of the Assistant Superintendent for Business or designee regarding the implementation of disciplinary action and any disciplinary penalty shall be final and non-grievable.

D. Prior to taking disciplinary action against an aide, the Superintendent or her/his designee shall offer such employee a conference. During the conference, the Superintendent or designee shall state the reasons for the proposed disciplinary action and give the aide the opportunity to explain her/his position.

E. The District will notify the Association President in writing of any disciplinary action against any unit member.

ARTICLE XIII - LONGEVITY, INSURANCE, RETIREMENT AND LEAVES OF ABSENCE

A. 1. Those employees receiving longevity, accrued sick leave, and sick leave prior to June 30, 1985, shall continue to receive these benefits.

2. Effective July 1, 2008, employees who have worked for the District and completed ten (10) years of service shall receive five hundred (\$500) dollars as an annual longevity payment. All employees who are eligible to receive longevity payments shall receive such payments in December of the school year in which they are eligible. Effective July 1, 2013, employees who have worked for the District and completed ten (10) years of service shall receive six hundred (\$600) dollars as an annual longevity payment. All employees who are eligible to receive longevity payments shall receive such payments in December of the school year in which they are eligible.

B. The District may offer 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 full costs of health insurance coverage shall be paid by the employees. The District may in its discretion unilaterally discontinue such coverage. In the event of a discontinuance, employees will continue to be covered under such plans, to the extent employees continue to pay the full cost of same, until the conclusion of the applicable coverage/plan year. Notwithstanding the above, the District may cancel such coverage at any time for employees' non-payment of the costs of same.

C. Bereavement Leave:

1. Bereavement Leave - Effective July 1, 2009, a maximum of five (5) calendar days without loss of regular pay shall be allowed for each death in the immediate family (mother, father, step-parents, mother-in-law, father-in-law, sister, brother, child, grandchild, spouse or relative residing in the same household), and one (1) calendar day without loss of regular pay for absence due to the death of a member of the employee's family not covered by the above section. All bereavement leave days must be taken immediately contiguous to the subject death. Effective April 28, 2015, a maximum of seven (7) calendar days without loss of regular pay shall be allowed for each death in the immediate family (mother, father, step-parents, mother-in-law, father-in-law, sister, brother, child, grandchild, spouse or relative residing in the same household), and one (1) calendar day without loss of regular pay for absence due to the death of a member of the employee's family not covered by the above section. All bereavement leave days must be taken immediately contiguous to the subject death.

2. In addition to the above, employees may use up to a maximum of two (2) sick days per year, taken from the employee's annual allotment of sick leave for bereavement purposes as defined in this provision. Such sick days may only be taken consecutively each year in one (1) two (2) day increment. Nothing contained herein shall be deemed to provide the employees with any additional bereavement leave days or sick days. All

such sick days taken for bereavement leave purposes must be taken immediately contiguous to the subject death.

D. Health or Childcare Leave - The District may grant an unpaid leave of absence for a period not to exceed one (1) year for health or childcare purposes. Such leave shall be at the discretion of the District and shall not result in any loss of seniority.

E. Full-time teaching assistants shall receive up to three (3) personal days per year provided they complete and execute the form requesting approval for same, as written and amended by the District, comply with the requirements contained therein, and receive approval in advance from Administration. Full-time teaching assistants will continue to receive sick leave, accrued sick, health insurance coverage (as defined in and pursuant to the applicable health insurance coverage provisions contained in the collective bargaining agreement for the Teachers Association of Lindenhurst ("TAL") as per practice), and disability provided to other full-time employees pursuant to this contract.

F. Employees with perfect attendance (no days of absence except for District designated holidays, bereavement leave days (as defined in the collective bargaining agreement) and statutorily mandated leave days for mammography and prostate examinations) for an entire work year, * shall be paid an attendance bonus of two hundred and fifty (\$250.00) dollars. *(Note: The measuring period shall not include a portion or portions of prior or subsequent work years).

ARTICLE XIV - ABSENCE

Aides who must be absent because of personal illness must notify their immediate supervisor, as soon as possible, or answering service on the day they expect to be absent by 7 A.M.

Employees in this unit shall receive five (5) sick leave days per year. Employees may accumulate unused sick days but only for the purpose of using such sick days when absent due to illness.

ARTICLE XV - JURY DUTY

An employee shall be permitted to have time off with pay when necessary for the purpose of performing Jury Duty. Employees who are called for jury service shall request "on call" service.

ARTICLE XVI. - GRIEVANCE PROCEDURE

A. Declaration of Purpose

It is the declared objective of the parties involved in this contract to encourage the prompt and informal resolution of employee complaints as they arise, and to provide recourse to orderly procedures for the satisfactory adjustment of grievances in accordance with the following procedures.

B. Definitions

1. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the provisions of this agreement.

2. "Aide" shall mean any member of the unit represented by the Association and covered by this Agreement.

3. "Days" - Except as otherwise indicated, days shall mean days when school is in session.

4. "Association" shall mean the Lindenhurst Aides Unit.

5. "Aggrieved Party" shall mean any person or group of persons in the negotiating unit filing a grievance. The Association may file a grievance when claiming an alleged violation of Article III of this contract.

C. Procedures

1. All written grievances shall include the name and position of the aggrieved party, the identity of the provisions of this agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

2. Except for informal decisions at Stage One, all submissions and decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be promptly transmitted to the grievant and the Association.

3. The District and the Association agree to facilitate any investigations which may be required and to make available, subject to applicable law, any relevant documents, communications and records concerning the alleged grievance.

4. The form for filing a grievance shall be attached hereto as Appendix "A". The District of the Association shall provide a form to any member of the unit wishing to file a grievance.

5. Nothing contained herein will be construed as limiting the right of any aide having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of this agreement.

6. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and the Association within the specified time limit shall permit the lodging of any appeal at the next stage of the procedure, within the time which would have been allotted had the decision been communicated on the final day.

7. Failure at any stage of this procedure to exercise an appeal to the next stage within the specified time limits shall be deemed to be discontinued and waived.

8. A grievance shall be deemed to have been waived unless presented within twenty (20) days after the aide knew or reasonably should have known of the event or situation on which the grievance is based.

9. This procedure shall be the sole and exclusive method of resolving a grievance.

D. Stage One - Building Principal

1. An aide having a grievance may discuss it with his/her Building Principal, either directly or through a representative, with the object of resolving the matter informally. In the event an aide is not responsible to a building principal, his/her Stage One grievance shall be presented to the Business Manager.

2. If the grievance is not resolved informally, it shall be reduced to writing on the proper grievance form and presented to the Building Principal, with a copy to the Association and the Superintendent. Within five (5) days, the Building Principal shall render a decision thereon, in writing, and present it to the aide, the Association, and the Superintendent.

E. Stage Two - Superintendent

1. If the grievant and the Association are not satisfied with the written Stage One decision, the aide may file a written appeal to the Superintendent within fifteen (15) days.

2. The Superintendent shall schedule a hearing with the grievant within fifteen (15) days and a decision shall be rendered within ten (10) days of the hearing.

F. Stage Three - Arbitration

1. If the grievant and the Association are not satisfied with the Stage Two decision, the grievance may be submitted to an arbitrator selected pursuant to the rules of the American Arbitration Association or a list submitted by the Public Employment Relations Board. The costs of the arbitrator shall be shared by the parties.

2. The decision of the arbitrator shall be final and binding on all parties unless the Board shall determine within thirty (30) days thereafter that the decision would have a severe impact and adverse impact on the District. In that event, the Board shall issue a written determination on the matter, containing its reasons for the rejection.

ARTICLE XVII. - NEGOTIATIONS

A. In order to assist the Association in negotiations, the district shall make available existing relevant material for negotiations and shall also provide copies of existing relevant statistical data to the Association within a reasonable period following a request for same. The Association shall provide the paper for such copies and shall run off the copies.

B. Upon a request for either party for a meeting to open negotiations for a successor contract, a mutually acceptable meeting date shall be set not later than thirty (30) days following such request. The request shall not be made before the January 1st preceding the expiration of this Agreement.

C. Designated representatives of the District and its advisors shall meet at such places and times mutually agreed upon with representatives of the association and its advisors for the purpose of effecting a free exchange of facts, opinions, proposals and counter proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings, as outlined above, additional meetings shall be held as required to reach agreement.

ARTICLE XVIII - CONTRACTUAL OBLIGATIONS

If any provision of this Agreement is found to be contrary to law or applicable regulations of any government agency with jurisdiction in the matter, then only that provision be deemed invalid but all other provisions will continue to full force.

ARTICLE XIX. - ANTI-DISCRIMINATION

The District and its administrative personnel shall not discriminate against any members of this unit on the basis of race, creed, color, national origin, sex, age, marital status, and employee organization activities. The provisions of this section shall not be subject to the grievance procedure, but subject to the Courts and Public Employees Fair Employment Practices Act.

ARTICLE XX - NO STRIKE CLAUSE

The Association agrees that it shall not engage in any strikes or job actions nor shall it cause, instigate, encourage or condone any strike by its members.

ARTICLE XXI - CALENDAR

Representatives of the Association shall be consulted on the establishment of a school calendar.

ARTICLE XXII - DURATION OF AGREEMENT

This agreement shall become effective July 1, 2011 and shall continue in effect through June 30, 2016 and shall be automatically renewable for successive one year periods thereafter unless either party notifies the other in writing no later than February 1, 2016 of its desire to reopen negotiations for a successor agreement.

ARTICLE XXIII - TAYLOR LAW NOTICE

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 THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXIV – PROTECTION OF EMPLOYEES

A. When an aide is unable to perform his/her duties as a result of an on-the-job injury while the aide was acting within the scope of his/her employment, the aide shall receive his/her regular salary and fringe benefits for a maximum of one (1) week, provided the aide qualifies for Workers' Compensation.

It is understood that the determination whether the injury is or is not "on-the-job" and "within the scope of his/her employment" shall be made by the Workers' Compensation board to whom the employer shall apply.

B. The District shall reimburse an aide who sustains on-the-job injuries and/or property damage for out-of-pocket expenses incurred by the employee to a maximum of \$200.00 per employee per year. Effective July 1, 2005 the District shall reimburse such aides for such on-the-job injuries and/or property damage for out-of-pocket expenses incurred by the employee to a maximum of \$300.00 per employee per year. Any incident resulting in such on-the-job injuries and/or damages must be reported by the employee as soon as possible after such incident, to the Building Principal or the Principal's designee. Such timely reporting is a prerequisite to reimbursement under this provision. The determination as to whether the injuries and/or damages occurred while the employee was on-the-job and acting within the scope of her/his employment as well as whether the expenses are out-of-pocket, shall be made in the sole discretion of the Superintendent or her/his designee.

C. If an employee is assaulted in connection with his/her employment, the employee shall immediately give the Superintendent written notice of that fact. The Superintendent shall transmit such report to the Board forthwith. The Board and the Superintendent shall comply with any request from such employee for information in their possession relating to the incident or the persons involved and will otherwise cooperate with the employee in the event of a civil or criminal proceeding.

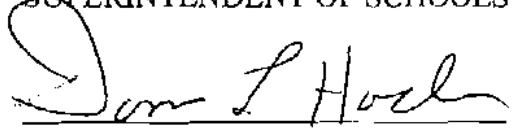
D. The District agrees to save harmless and protect employees from financial loss, and will provide for their defense arising out of any claim, demand, suit, or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person within or about the school building, provided such employee at the time of the accident or injury was acting in the discharge of his/her duties, within the scope of their employment and/or under the direction of the District as set forth and in accord with procedures and provisions in Section 3023 of the Education Law.

E. In the event that the District requires the fingerprinting of unit employees, the cost of such fingerprinting shall be paid by the District, but only after the employee has completed three (3) full consecutive months of employment.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 28th day of April, 2015.


LINDENHURST UNION FREE
SCHOOL DISTRICT

BY: 
SUPERINTENDENT OF SCHOOLS


PRESIDENT,
BOARD OF EDUCATION

CIVIL SERVICE EMPLOYEES
ASSOCIATION INC.

BY: 
PRESIDENT, LINDENHURST AIDES
UNIT, CSEA, INC.

BY: 
LABOR RELATIONS SPECIALIST
CSEA, INC.

APPENDIX A
GRIEVANCE FORM

DATE: _____

GRIEVANT: _____

POSITION: _____

SCHOOL: _____

CONTRACTUAL PROVISION BREACHED: ARTICLE _____ SECTION _____

DATE OF VIOLATION: _____

NATURE OF GRIEVANCE: _____

PARTY CAUSING VIOLATION: _____

REMEDY: _____

STAGE ONE RESPONSE: _____

