

Stanley S. Lamm Preschool – UFT Collective Bargaining Agreement

Agreement made and entered into this 12th day of February 2009 by and between the Stanley S. Lamm Preschool of the Long Island College Hospital (herein “Employer”) and United Federation of Teachers, NYSUT, AFT, AFL-CIO (herein “Union”) acting on behalf of certain Employees of the Employer as hereinafter defined.

Article 1 Recognition

The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all full-time, regular part-time, and per diem teacher aides, teaching assistants, teachers and psychologists employed by the Employer at the Stanley S. Lamm Preschool. Excluded from the bargaining unit are all confidential employees, managerial employees, guards and supervisors, as noted in the certification issued by the National Labor Relations Board in case No. 29-RC-10235, students whose performance of work at the Employer is a part of the educational course of study such students are pursuing, part time employees who work a total of one fifth of the contractually defined full-time work week or less for the job classifications in which they work and temporary employees.

Employees in the bargaining unit are referred to in this Agreement as “Employees” or “bargaining unit members”.

Article 2 No Discrimination

1. Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, creed, national origin, political belief, religion, sex orientation, gender, citizenship status, marital status, disability, union membership, or age.
 - a. The Employer, after notification to the Union, shall be permitted to take all actions legally required to comply with the Americans with Disabilities Act.

Article 3 Effective Date and Duration

This Agreement will be effective from July 1, 2008 and will remain effective until June 30, 2011.

Negotiations for a successor agreement shall start no later than April 1, 2011, except by mutual agreement.

Article 4 Probationary Employees

1. Teacher Assistants and Teacher Aides shall be considered probationary for a period of ninety (90) days from the date of employment, excluding time lost for sickness and other absences.
2. Teachers and Psychologists shall be considered probationary for a period of one hundred eighty (180) days from the date of employment, excluding time lost for sickness and other absences.
3. The probationary period for a part-time Employee whose regularly scheduled work week is less than three-fifths (3/5) of the regular work week applicable to his/her job title shall be pro-rated.
4. During or at the end of the probationary period, the Employer may discharge a probationary Employee at will and such discharge shall not be subject to grievance or arbitration.
5. When an Employee's status changes from per diem to regular full-time or regular part-time, time worked as a per diem shall not count towards the probationary period. A new probationary period as set forth in sections 1 – 3 above shall be served when an Employee changes titles, except as waived in writing by the Employer.

Article 5 Seniority

1. Definition.

The seniority of Employees covered by this Agreement is determined by their length of cumulative service as an employee of Long Island College Hospital from their initial date of hire.

2. Accrual.

- A. Full time-Employees accrue a year of seniority for each twelve (12) months of service. Part-time Employees accrue seniority annually based on the proportion of their assigned hours compared to the hours of a full-time Employee.
- B. Seniority shall accrue during a continuous authorized leave of absence without pay up to twelve (12) months, or for the period of maternity leave provided that the employee returns to work immediately following the expiration of such leave of absence; during an authorized leave of absence with pay; during a period of continuous layoff not to exceed twelve (12) months and during a sick leave of up to twelve (12) months.

3. Loss of Seniority.

An Employee's seniority shall be lost when the employee (a) terminates voluntarily; (b) is discharged for cause; (c) overstays a leave of absence except where illness as the cause of delay in returning to work is certified by a doctor, provided the Employee notifies the Employer as soon as known but at least prior to the last scheduled day of the leave of absence; (d) is laid off for a period of twelve (12) months or more, or for a period exceeding the length of the Employee's cumulative service, whichever is less; (e) fails to return to work on a recall from layoff within a reasonable time after the Employer has sent notice to him/her to return by letter or telegram to the last address furnished to the Employer by the Employee, unless the Employee has a valid reason for inability to respond.

4. Seniority Lists.

The Employer will, on execution of this Agreement and at least annually thereafter, post and furnish to the Union seniority lists, and will notify the Union of additions and deletions on a monthly basis as necessary. The posted lists will conclusively establish an Employee's seniority, unless the Employee protests it, in writing, within thirty (30) days from posting and presentation to the Union or, if the Employee is on leave of absence or vacation or otherwise unable to so protest it within such time, within thirty (30) days after the Employee returns from such leave or vacation or such disability is removed.

Article 6 Union Security

1. All employees on the active payroll as of the date of ratification of the Agreement shall become members of the Union in good standing as a condition of continued employment.
2. All Employees hired after the date of ratification of the Agreement shall become members of the Union no later than the thirty-first day following the beginning of such employment, and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.
3. For the purposes of this Article, an Employee shall be considered a member of the Union in good standing if he/she tenders his/her periodic dues uniformly required as a condition of membership.
4. An Employee who has failed to maintain membership in good standing as required by this Article shall, within thirty (30) calendar days following receipt of a written demand from the Union requesting his/her discharge, be discharged if, during such period, the required dues have not been tendered.

5. The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages related to such discharge.
6. The Employer shall notify the Union of each newly hired Employee within five (5) working days of hire. The Employer shall provide notice to Employees upon hire that the title for which they are being hired is a bargaining unit position.
7. Upon request from the Union, the Director at the work site will, on a monthly basis, provide the Union with the names of any new hires, discharges, Employees placed on leave, and the dates on which such changes of status occurred.
8. The Employer shall provide a bulletin board for the posting of official Union business and communications.
9. The Union may utilize the Employer's internal mailboxes to disseminate official Union business information and correspondence to bargaining unit Employees.
10. The Union may request the use of available space for Union meetings on a periodic basis. The request should be made to the Director of the Lamm Preschool and should detail the preferred date and time. Such meetings will not interfere with normal school operations. Permission to use such meeting space will not be unreasonably withheld.
11. A Union designated committee of no more than three (3) people shall meet with representatives from Management on a regularly scheduled basis at least once per month to discuss matters of mutual concern. It is understood that these meetings will be on the employees' own time and will not interfere with regular school operations.
12. A Union representative who wishes to visit the school in the conduct of official Union business shall seek the permission of School Administrator by stating the purpose and requested date and time for the visit. It is understood that all such visits shall not disrupt normal school operations. Permission for such visits will not be unreasonably withheld.

Article 7

Payroll Deduction of Union Dues

1. In order to become a member of the Union, an Employee will execute a written authorization in the form annexed hereto as Exhibit A. Upon receipt of such an authorization from an Employee, the Employer will, pursuant to such authorization deduct from the wages due the Employee in each pay period the regular dues fixed by the Union. However, the first deduction shall not be required to be made earlier than the first pay period following completion of the

Employee's first thirty (30) days of employment but will include the first thirty (30) days of Employment if authorized by the Employee.

2. The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, (b) transfer to a title outside the bargaining unit, (c) layoff from work, (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the above-mentioned absences, the Employer will immediately resume the obligation of making such deductions, except the deductions for terminated Employees shall require a new dues authorization form. The Employer shall not be obligated to make dues deductions of any kind from any Employee who, during any dues period involved, shall have failed to receive sufficient salary to equal the dues deduction.
3. By the twentieth (20th) of each month, the Employer shall electronically remit to the Union all deductions for dues made from the salary of Employees for the preceding month, together with a list of all Employees, gross salary per paycheck, gross annual salary, and the amount of dues deducted from each Employee's earnings. Prior to July 2009, this list shall be provided in paper format and sorted by last names of Employees. Commencing July 2009, this list shall also include each Employee's social security number and be electronically transmitted to the Union using PGP encryption.
4. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by an Employee arising from deductions made by the Employer hereunder. Once the funds are transmitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Article 8

Salaries and Rates of Pay

The following salary adjustments are agreed to for the Employees covered by this Agreement:

A. Salary Increases

Effective July 1, 2008 each incumbent Employee (including Employees on leave who return to work) who was on payroll as July 1, 2008 shall receive a wage increase of 3%. All other incumbent Employees shall receive a wage increase of 3% effective from their date of hire. The minimum job rates of bargaining unit titles shall also be increased in the same manner.

Effective July 1, 2009 each incumbent Employee (including Employees on leave who return to work) shall receive a wage increase of 3%. The minimum job rates of bargaining unit titles shall also be increased in the same manner.

Effective July 1, 2010 each incumbent Employee (including Employees on leave who return to work) shall receive a wage increase of 3%. The minimum job rates of bargaining unit titles shall also be increased in the same manner.

The new pay rates will be payable no later than the second payroll following ratification by the membership. The retroactive monies will be paid in two equal installments, the first payment to be made no later than ten (10) weeks after ratification and the second payment to be made no later than twelve (12) weeks after ratification.

B. Longevity

Employees who have completed ten years of service with the Employer shall receive a single payment of \$200 each year on the first pay date following their anniversary date of hire.

Employees who have completed fifteen years of service with the Employer shall receive a single payment of \$300 each year on the first pay date following their anniversary date of hire.

Employees who have completed twenty years of service with the Employer shall receive a single payment of \$400 each year on the first pay date following their anniversary date of hire.

C. Educational Differential

Assistant Teachers who secures an Associate's Degree or higher in a related field shall receive an educational differential of \$1,000 per year payable once official proof is provided that the degree has been conferred.

Payment of the above differential is contingent upon submission by the Employee of proof of possession of the degree.

Article 9

Pension, Insurance, Medical and Welfare Benefits

1. The Employer shall extend to bargaining unit Employees the same plans for health insurance (i.e. medical, dental, vision), life insurance, disability and the existing Continuum 403 (b) Pension Plan and on the same terms and conditions as are offered to its non-represented employees.

2. The Employer shall provide advance written notice to the Union concerning any changes to the benefit plans listed above.

Article 10
Work Year and Holidays

1. The total number of workdays for Employees covered by this Agreement shall be a maximum of 210 instructional days and one set-up day per year, subject to change based on NYC Department of Education guidelines. This includes four professional development days.
2. Generally, Employees shall report to work the day after Labor Day, and work through the third Friday in June.
3. For the purposes of this Agreement, School Calendar Employees shall be defined as full time, part time, and per diem Teachers and Teacher Assistants.
4. School Calendar Employees shall have the winter, mid-winter, and spring recesses as set forth in the NYC Department of Education Brief Calendar, and they shall serve in the Employer's six week summer program in July and August. Such Employees shall have no less than twenty-five (25) days of paid school closing time during the summer, which typically will be distributed as follows--two (2) weeks at the close of the school year in June and three (3) weeks at the close of the summer session in August.
5. Employees shall be entitled to the following paid holidays within each calendar year:
 - New Year's Day (included in winter recess)
 - Martin Luther King Day
 - Presidents Day (included in mid-winter recess)
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day and the day after Thanksgiving
 - Christmas Day (included in winter recess)
6. Employees, excluding Psychologists, shall be entitled to a day off with pay each calendar year on Columbus Day.
7. The School Calendar will be posted during the first week of June for the upcoming calendar year, provided it has been made available by the NYC Department of Education.
8. Psychologists shall be considered twelve month Employees entitled to paid time off as follows—4 (four) personal days per year, 20 (twenty) vacation days per

year, and the holidays listed in paragraph 5 above with the exception of the day after Thanksgiving.

Article 11 Unpaid Leaves

A. Family and Medical Leave

The Employer, consistent with current practice, shall grant Family and Medical Leave in accordance with the provisions set forth in HR Policy F6 of the Long Island College Hospital Human Resources Policy Manual.

B. Personal Leave of Absence

1. Unpaid leave of absence may be requested for valid personal reasons that are not covered by Family and Medical Leave or other available leaves, or if the Employee is not eligible for Family and Medical Leave. Permission for such a leave shall not be unreasonably denied.
2. An Employee will notify the Employer of a need for unpaid personal leave upon knowing of its need, at least thirty (30) days in advance when possible.
3. Benefits will cease at the end of the month following the start date of the unpaid personal leave. Continuation of coverage may be arranged through the Benefits Office.
4. An Employee who is granted unpaid personal leave will be eligible to return to the same position, if vacant, or to a comparable position, provided one exists.

C. Educational Leave of Absence

1. Unpaid personal leave of absence may be requested for purposes of educational advancement. Permission for such a leave shall not be unreasonably denied.
2. An Employee will notify the Employer of a need for unpaid educational leave upon knowing of its need, at least thirty (30) days in advance when possible.
3. Benefits will cease at the end of the month following the start date of the unpaid educational leave. Continuation of coverage may be arranged through the Benefits Office.
4. An Employee who is granted unpaid educational leave will be eligible to return to the same position for up to one year, if vacant, or to a comparable position, provided one exists.

D. Military Leave

Leave of absence shall be granted for the performance of duty with the US Armed Forces or with a reserve component in accordance with the Military Leave Act (USERRA) and other applicable laws.

Article 12 Paid Leaves

A. Employees who have completed thirty days of employment shall be entitled to paid leave as follows:

1. Bereavement Leave

An Employee shall be paid at his/her regular pay for three (3) working days' absence in the event of the death of his/her parent, spouse, child, brother, sister, grandparent, or life partner.

2. Marriage Leave

An Employee shall be eligible to receive three (3) days off with pay at the time of their marriage. Such leave must be taken consecutively.

3. Paternity Leave

An Employee shall be eligible to receive one (1) day off with pay when the Employee's wife has a baby. Such leave is to be taken on the day the child is born or within a reasonable time following the day of birth.

4. Personal Days

- a. Full-time Employees shall be granted four personal days annually, earned at the rate of one day for each three months of employment in a calendar year. Part-time Employees earn prorated personal days based on scheduled hours of work.
- b. Personal days may be taken for any reason, but must be taken during the calendar year in which they are earned. Time-off for religious observance is chargeable to personal days.
- c. Personal days are to be scheduled, if possible, at least two weeks in advance and may only be cancelled for emergencies. Personal days may be taken in conjunction with vacation or sick time only with approval from the Director.

5. Sick Leave

- a. An Employee shall be entitled to paid sick leave earned at the rate of one (1) day for each month of employment, retroactive to date of hire, up to a maximum of twelve (12) days per year. Employees, after one (1) or more years of employment with the Employer, shall be entitled to a total of twelve (12) additional days of sick leave as of the beginning of his/her second and each subsequent year of employment, provided that at no time will an Employee be entitled to accumulate more than sixty (60) working days of sick leave during any one year, including the days earned or to be earned in the current sick leave year.
 - b. Pay for any day of sick leave shall be at the Employee's regular pay.
 - c. To be eligible for benefits under this Article, an Employee who is absent due to illness or injury must notify the designated answering service at least one (1) hour before the start of his/her regularly scheduled work day, unless proper excuse is presented for the Employee's inability to call. The Employer may require proof of illness hereunder.
 - d. An Employee working in a classroom will make a reasonable attempt to arrange for coverage in the event of his/her anticipated absence.
 - e. Employees requesting to leave work early due to illness shall not be required to be examined by the Employer's Health Service physician prior to departing. Employees who have been on sick leave for three or more consecutive days may be required to be examined by the Employer's Health Service physician or present outside medical documentation that they are able to return to duty.
 - f. If an Employee resigns or is dismissed or laid off and has exceeded his/her allowable sick leave, the excess sick leave paid shall be deducted from any moneys due him/her from the Employer at the time of resignation, layoff or dismissal.
- B. Employees who have completed their probationary period shall be entitled to paid leave as follows:

1. Jury Duty

An Employee who is called (not volunteered) to serve as juror will receive his/her regular pay less his/her pay as juror for each work day while on jury duty, which shall not include "on-call" jury duty time when Employees are able to work. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the Director. The Employer may request that the Employee be excused or exempted from such jury duty, if in the opinion of the Employer, the Employee's services are essential at the time of proposed jury service.

Article 13 NY State Disability Insurance

1. The Employer shall provide NY State Disability Insurance to Employees who have completed four (4) consecutive weeks of employment at LICH.
2. The first five (5) consecutive days of absence for non-occupational illness or disability will be paid as sick leave to the extent the Employee is eligible for such pay.
3. Employees become eligible for disability benefits of the sixth consecutive day of absence due to non-occupational illness or disability.
4. Employees who have filed for disability payments will receive 2/3 of the average weekly pay up to a maximum of \$170 per week. Employees who have unused sick leave will be paid the difference between the Employee's regular pay and disability benefit payment in sick leave pay until all time is expended. At no time will the combination of disability/sick leave pay exceed the Employee's regular pay when working.
5. Disability benefits are prorated for Employees who work less than 50% of the regular work week.

Article 14 Workers' Compensation

Employees eligible for Workers' Compensation benefits shall follow the same procedures and be entitled to the same benefits as the Employer's non-represented employees

Article 15

Professional Development

A. Conferences and Training

Employees shall be entitled to paid time off to attend professional conferences and training related to their work on a reasonable and non-discriminatory basis to the extent that funds are made available for such purposes.

B. Tuition Assistance

1. Eligibility

a. All regular full-time Employees are eligible to apply for tuition assistance on job-related courses taken at accredited schools of higher education. Tuition assistance is not available for correspondence courses or school. The education must be job-related or must meet the hospital's requirements for an employee to enhance his/her ability to perform the job. The education must not be needed to meet minimum qualifications for employment or qualify for a new trade.

b. All employees must complete one year of service before becoming eligible.

2. Course Criteria

a. Tuition assistance may be provided for approved courses taken at accredited colleges and universities up to and including master's level courses. Employees must present course and major information from the college or university in order to be approved. Non-degree courses must be directly related to the Employee's present job responsibilities. Matriculated degree programs must be related to the Employee's present position.

b. The Hospital will not provide tuition assistance for more than one degree. If an Employee has received tuition assistance from the Hospital for a degree and subsequently seeks a second degree, no tuition assistance will be provided.

3. Assistance Criteria

a. Financial assistance is restricted to the credit costs and registration fees for courses up to and including master's level. It does not cover costs for related items such as books, study materials, laboratory fees.

b. Courses beyond the master's level are not covered.

- c. Regular full- time Employees are permitted assistance for up to twelve (12) credits, not to exceed \$3,000 per calendar year for matriculated degree programs.
- d. Reimbursement is permitted on courses completed with a grade of C or better. Pass/fail programs and no credit courses are not accepted for tuition assistance.
- e. Reimbursement is made within the calendar year for which it is approved, after satisfactory completion of the course and all paperwork is received.

4. Application and Reimbursement Procedure

- a. Completed applications must be submitted to the Corporate Human Resources Benefits Department at least thirty (30) days prior to the start of classes for that semester.
- b. The Employee must submit to the Corporate Human Resources Benefits Department evidence of the satisfactory completion of the approved course(s) within three months of completion of the course. An official statement on the school's letterhead is acceptable.
- c. The Employee must submit evidence (i.e. bursar's receipt) that the tuition was paid.
- d. Employees who resign or are terminated prior to completion of one (1) year of continuous service from the date the courses were completed will be required to make full restitution to the Hospital of monies paid to them. Employees who take a leave of absence for any reason and do not complete one (1) year of service upon return will be required to repay the Hospital.

Article 16 Health and Safety

1. The Employer, the Union, and the individual Employees shall cooperate in encouraging the maintenance of a safe and healthy work place. The Employer shall comply with all Federal, State and local laws, including all applicable OSHA standards. The Union will cooperate with the implementation of such rules as are necessary to comply with such laws.
2. Each classroom will be equipped with a written list of contacts and phone numbers which may be used in the event of an emergency at the work site.

3. The Employer and the Employees shall work cooperatively to create an emergency handbook which outlines the specific procedures to be followed in the event of an emergency at the work site.
4. Bargaining Unit Employees shall not be required to perform maintenance or custodial work in the event that staff regularly assigned to perform such work is absent.

Article 17 Supplies and Equipment

1. The Employer shall provide the classroom materials and supplies that the Employer deems necessary for bargaining unit members to perform their everyday job functions.
2. All required equipment shall be maintained by the Employer in good working condition.

Article 18 Classroom Coverage

On any day when a Teacher's absence due to a vacated position or unpaid leave of absence necessitates that a class be covered by an Assistant Teacher, the Employer shall select one Assistant Teacher to be a Special Assistant Teacher for that day. The Employer shall base its selection on relevant criteria, including past performance, experience, and seniority. An Assistant Teacher shall receive \$25 additional compensation for each day the Assistant Teacher serves as a Special Assistant Teacher.

Article 19 Work Jurisdiction

Bargaining Unit Employees shall not regularly perform the work of non-bargaining unit Employees.

Article 20 Confidentiality of Employee Information

1. Employee Health records are confidential.

2. Employee Health records shall be maintained at the Employee Health Services Department and a copy will be provided to the Employee upon request following separation from employment in accordance with the Employee Health Policy.
3. All other personnel information shall be kept in a secure area at the work site accessible only to individuals who require it for work-related purposes.

Article 21 Past Practices

1. The Employer, in compliance with the law, will subject to negotiations continue all past practices involving wages, hours, and terms and conditions of employment.
2. The Employer agrees to continue where possible, the following practices during the term of the Agreement:
 - Access to an employee lounge
 - Security remains on site while students or staff is present
 - Process shared with all Employees for accessing a supervisor who may not be present on site in the event of a student or staff emergency.
 - Ability to purchase Transit Check or other designated discounted transportation program offered by the Employer.
 - Allow reasonable time on pay dates for Employees to cash their check. This time will be scheduled according to the operational needs of the Employer.
 - Supply classrooms with fully equipped first aid kits

Article 22 Hours of Work

A. Work Day and Work Week

1. The regular workweek of full-time Employees shall consist of 40 hours per week scheduled from Monday through Friday. The regular workweek of part-time Employees shall not exceed five (5) days.
2. The regular workday for full-time Employees covered by this agreement shall consist of 8 (eight) hours, inclusive of a duty-free lunch period of thirty (30) minutes and two fifteen (15) minute breaks. At least one daily break shall be provided prior to 2:30 PM. On days during which no meetings are scheduled, Employees may request to use the second break during the last fifteen (15) minutes of their work day. Such requests shall not be unreasonably denied.

3. Employees shall have preference for available schedules in seniority order within the needed job title.
4. If the Employer is unable to accommodate the schedule requests of all Employees due to operational needs, assignments will be made in reverse seniority order within the needed job title.
5. Employees whose schedule requests are not granted shall have preference, based upon seniority, to change their schedule when an opportunity to do so becomes available.

B. Overtime

1. Employees shall be paid additionally at one and one-half (1 ½) times the Employee's regular hourly pay rate for authorized time worked in excess of forty (40) hours in a work week.
2. Overtime shall first be voluntarily offered to qualified Employees in order of seniority. If no, or an insufficient number of qualified volunteers accept the assignment, overtime shall be assigned on a mandatory basis to qualified Employees on duty at the time the need arises, in reverse order of seniority.

Article 23

Vacancies, Transfers and Promotions

1. All vacancies within the bargaining unit shall be posted at the work site for seven (7) work days.
2. Before a new employee is hired for any bargaining unit position, current bargaining unit members who meet the posted qualifications will be promoted to bargaining unit positions provided they meet the following promotional criteria:
 - a. The Employee must not have a disciplinary action issued within the past six months from the date of the application.
 - b. The applicant's annual performance evaluation must be satisfactory or better.
3. When two or more applicants apply in writing for a bargaining unit vacancy, the most senior qualified applicant shall be selected unless there is a documented difference in their ability to do the job based upon annual performance evaluation.
4. Part time Employees shall have preference for full time bargaining unit positions based on their seniority, provided they meet the posted qualifications.

Article 24 Layoff and Recall

A. Layoff

If the Employer finds it necessary to lay off any Employees, the following shall apply: At least thirty (30) days prior to the date of layoff, the Union and affected Employee(s) shall be notified of the impending layoff(s) and the reasons therefore. The order of layoff shall be:

1. Probationary Employees within that job classification, without regard to their individual periods of employment.
2. Part-time Employees within that job classification, in reverse order of seniority.
3. Full-time Employees within that job classification, in reverse order of seniority.

B. Recall

Laid off part time and full time Employees who were not in probationary status at the time of layoff shall be placed on a recall list and shall retain recall rights for a period of one year from the date of layoff. Probationary Employees who were laid off have no recall privileges.

Whenever a vacancy occurs in a bargaining unit position, Employees who are on layoff from the same job classification shall be recalled in the following order:

1. Full-time Employees, in order of seniority
2. Part-time Employees, in order of seniority.

A part time Employee on layoff shall have recall rights to a full time position provided he/she is willing to work the required full time schedule of hours.

Article 25 Due Process

A. Disciplinary Interviews

An Employee shall be entitled to Union representation at a disciplinary interview or investigation.

B. Discipline and Discharge

1. The Employer shall have the right to discharge, suspend or discipline any Employee for cause.
2. The Employer's decision to discipline or discharge a per diem Employee shall not be subject to the grievance and arbitration procedures of the Agreement; however per diem Employees are otherwise covered by the provisions of the Agreement.

3. The Employer is committed to a policy of progressive discipline. The Union and the Employer recognize that in the event of a serious offense or emergency, the Employer may take disciplinary action up to and including discharge without following progressive discipline steps. Such situations shall be subject to the grievance and arbitration provisions of this agreement.
4. The Employer will notify the Union in writing of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer no later than fifteen (15) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth, with the option of commencing at Step Two of the formal grievance procedure.
5. If the discharge of an Employee results from conduct relating to a student and the student does not appear at the arbitration, the arbitrator shall not consider the failure of the student to appear as prejudicial.

C. Counseling Memos

Counseling memos provide the opportunity for supervision in a non-disciplinary setting for the purpose of pointing out to Employees areas of work that the supervisor believes are in need of improvement. Counseling memos may only be placed in the Employee's departmental file, and the Employee has the option to attach a written response to it.

Article 26 Grievance and Arbitration Procedure

A. Definition

A grievance shall be defined as a dispute or complaint arising between the parties hereto under or out of the Agreement or the interpretation, application, performance, termination, or any alleged breach thereof, and shall be processed in the manner set forth below. An individual Employee, group of Employees, the Union may initiate a grievance.

B. Informal Resolution

It is the intent of the parties to resolve individual grievances promptly, without recourse to the formal grievance procedure. An Employee contacting the Union about

a grievance shall schedule a meeting with their immediate supervisor and the Chapter Leader (or designee) within fifteen (15) days of the date the fact(s) giving rise to the grievance were known or reasonably should have been known. If the informal meeting does not resolve the matter, the formal grievance procedure shall apply.

C. Formal Grievance Procedures

Step One

A formal grievance shall be submitted to the School Director or his/her designee within fifteen (15) days of the date of the informal meeting.

The grievance shall be in writing and shall set forth the claim and contractual provision(s) alleged to have been violated and the bargaining unit member(s) affected. It shall also set forth the remedy sought.

The School Director or his/her designee shall meet with the Grievant and the Chapter Leader (or his/her designee) within fifteen (15) days to attempt to resolve the grievance.

The Employer's answer and supporting reasons shall be given to the Union in writing within fifteen (15) days after the meeting.

Step Two

If the grievance is not resolved at Step One, the Union may appeal in writing to the Director of Labor Relations or his/her designee within fifteen (15) days after receiving the Step One answer. The Director of Labor Relations or his/her designee shall meet with the Grievant and the Chapter Leader (or his/her designee) within fifteen (15) days of the appeal and attempt to resolve the grievance. The Employer's answer and supporting reasons shall be given to the Union in writing within fifteen (15) days after the meeting.

D. Arbitration

If the grievance is not resolved at Step Two the Union, within fifteen days after receiving the Step Two answer or after failure to answer within the time limit, may submit a notice of arbitration to the Employer with a copy to the American Arbitration Association (AAA). The notice shall include a brief statement setting forth the issue to be decided by the arbitrator, the specific provision(s) of the Agreement involved and the remedy sought.

The Union shall request the AAA to submit simultaneously to each party an identical list of names chosen from the Panel of Labor Arbitrators for selection of an arbitrator,

in accordance with the Labor Arbitration Rules of the AAA, to hear and decide the case.

The arbitration shall be handled in accordance with the then existing Labor Arbitration Rules of the AAA related to the hearings and fees and expenses. The fees and expenses of the arbitration shall be borne equally by the Employer and the Union. Each party shall bear the expenses of preparing and presenting its case at arbitration.

The arbitrator's written decision and opinion shall be issued not later than thirty days from the close of the hearing. The decision shall be final and binding on the Union, the Employer and the Employees.

E. Time Limits

1. The time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays, and holidays.
2. Unless agreed upon by the parties, any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.
3. Failure on the part of the Employer to answer a grievance at any step within the specified time limits shall entitle the Union to proceed to the next step or to arbitration, as applicable.
4. If the immediate supervisor lacks authority to settle an individual grievance, it may be initiated by the Union at Step Two of the formal grievance procedure, as appropriate, provided that it is initiated within the time period set forth in Step One.
5. A grievance which affects a substantial number or class of Employees, and which the Employer representative designated in Step One lacks authority to settle may initially be presented at Step Two by the Union representative within the time limit specified in this Article.
6. A grievance concerning a discharge or suspension may initially be presented at Step Two by the Union representative within the time limit specified in this Article.
7. In any specific grievance the time limit at any step may be extended by written agreement between the Employer representative at that step and the Union.
8. A grievance on behalf of the Employer may be presented initially at Step Two by notice in writing addressed to the Union at its offices.

Article 27
Personnel Files

1. There shall be one official personnel file and one benefits file as described in HR policy #H7, both of which shall be maintained in the HR Department. There shall also be a departmental file maintained on site at the Lamm Preschool.
2. Benefits files shall be available only to the following authorized users and in accordance with HIPAA privacy standards—members of the HR Department, regulatory agencies, supervisory and managerial personnel requesting information on employees under their direction, other employees who need information to complete hospital business and who have the approval of the HR Director or his/her designee.
3. An Employee shall have access to his or her personnel, benefits, and departmental files.
 - A. An Employee shall have the right to inspect and to copy material in his or her file, with the exception of pre-employment references, in the presence of a Human Resources Department staff (or designee) during normal business hours or by appointment.
 - B. A Union Representative may accompany the Employee while he or she reviews the file.
4. No materials derogatory to an Employee shall be placed in his or her file unless the Employee has been given the opportunity to respond. The Employee may sign and date the material to acknowledge that he or she has seen it, with the understanding that the signature merely indicates that he or she has read the material and not whether he or she agrees with it. A photocopy of the signed document will be given to the Employee upon signature.
5. No anonymous, false, or inaccurate material shall reside in any file. If an Employee disputes any facts in their files, the Employee may request that the Director of Human Resources or designee investigate the matter and correct any fact to be found.
6. At the discretion of an Employee his or her written response shall be attached to any material in his or her files.
7. The record of any Employee's relationship with the hospital as a patient will be kept separate from the record of the individual's relationship with the hospital as an employee.
8. Dissemination of information from files and requests for references will be handled in accordance with HR policy # H7 and current HIPAA privacy standards.

Article 28 Severance

Employees with one (1) or more years of seniority, who are permanently laid off from a bargaining unit position shall receive severance pay at the rate of one (1) week's pay for each year of bargaining unit seniority, pro-rated, up to a maximum of four (4) weeks pay at his/her regular pay.

Article 29 Separation From Employment

1. An Employee who resigns shall give the Employer four (4) working weeks advance notice of such resignation. Employees who have completed at least 10 (ten) months of employment at the preschool, work through the close of the summer session, and provide the required advance notice of resignation shall be paid through the Labor Day holiday.
2. Employees who give notice of resignation as provided above, or whose employment is terminated, shall be entitled to receive payment for unused sick time accrued on the effective date of the resignation or termination as follows:
 - a. Employees hired prior to May 2000 and employed for at least five (5) years shall receive one-half of their accrued sick time to a maximum of five (5) days.
 - b. Employees hired prior to May 2000 and employed for at least ten (10) years shall receive one-half of their accrued sick time to a maximum of ten (10) days.

Employees hired after May 2000 or terminated for cause are not entitled to receive payment for accrued, unused sick time.

3. Employees who give notice of resignation as provided above, or whose employment is terminated, shall be entitled to receive payment for unused personal time accrued on the effective date of the resignation or termination.
4. If notice is not given as provided in paragraph 1 above, the Employee shall not be entitled to payment, except in cases of hardship.
5. In order to separate from employment, Employees shall only be required to complete sign out procedures at the work site and Long Island College Hospital Human Resources Department.

Article 30 Separability

Should any part of this Agreement or any provision contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions of this Agreement and they shall remain in full force and effect.

Article 31 No Strike – No Lockout

1. During the term of this Agreement, neither the Union nor any Union representative or Employee in the bargaining unit shall cause, authorize, instigate, aid, encourage, ratify, condone, or take part in any work stoppage, slowdown, sympathy strike, boycott or other restriction of the Employer's operation at the Employer's site.
2. During the term of this Agreement, neither the Employer nor any Management representative shall cause, authorize, instigate, aid, encourage, ratify or condone a lockout of any Employee covered by this Agreement.
3. If during the term of this Agreement a strike or a lockout occurs, the Union (if there is a strike) or Employer (if there is a lockout) within twenty-four (24) hours of a request by the other party shall:
 - a. Publicly disavow such action;
 - b. Advise the other party in writing that such action has not been called or sanctioned by it;
 - c. Notify the participants of its disapproval of such action, instruct them to cease the action, and return to work immediately.

Article 32 Management Rights

Except as in this Agreement otherwise provided, the Employer retains the exclusive right to hire, direct and schedule the working force; to plan, direct and to control operations; to discontinue, reorganize, or combine any department or branch of operations with any consequent reduction or other changes in the working force; to hire and lay off Employees; to promulgate rules and regulations; to introduce new or improved methods or facilities, regardless of whether or not the same cause a reduction in the working force; and in all respects to carry out, in addition, the ordinary and customary functions of management. None of these rights shall be exercised in a capricious or arbitrary manner.

The Union, on behalf of the Employees, agrees to cooperate with the Employer to attain and maintain full efficiency and maximum student care. The Employer agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

For the Union:

Date: _____

For the Employer:

Date: _____

Exhibit A
Payroll Deduction Authorization

Pursuant to applicable law, I assign to the United Federation of Teachers (UFT) from my compensation as an Employee of Long Island College Hospital (hereinafter called "my employer") eighty-five hundredths of one percent (.0085) of my gross pay or such different amount as UFT fixes as its regular dues, and direct my employer to withhold this sum from the compensation due me each pay period and remit it to the UFT.

I submit this assignment and authorization with the understanding that it will be effective and irrevocable for a period of one year from this date or up to the termination date of the current Collective Bargaining Agreement between my employer and the UFT, whichever occurs sooner.

This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above and each subsequent yearly period shall be similarly irrevocable unless revoked by me within the 30 day period preceding expiration of such irrevocable period. Such revocation shall be effected by simultaneous written notice by registered or certified mail to my employer and the UFT which must be delivered within such 30-day period.

The assignment and authorization are effective at once.

Date _____

Employee Signature _____

Appendix A — Minimums

TEACHERS

July 1, 2008 (3%) _____

TEACHER ASSISTANTS

<u>July 1, 2008 (3%)</u>		<u>July 1, 2009 (3%)</u>		<u>July 1, 2010 (3%)</u>	
Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
12.902	483.817	13.290	498.332	13.690	513.282

PSYCHOLOGISTS

	<u>July 1, 2008 (3%)</u>	<u>July 1, 2009 (3%)</u>	<u>July 1, 2010 (3%)</u>
Masters	53,139.76	54,733.95	56,375.97
PhD	55,501.55	57,166.60	58,881.60