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Title: **Glen Cove City School District and Glen Cove Cafeteria Unit, Food Service Unit/Cafeteria Employees, United Public Service Employees Union (UPSEU) (2007)**

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Union: **Glen Cove Cafeteria Unit, Food Service Unit/Cafeteria Employees, United Public Service Employees Union (UPSEU)**

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AGREEMENT BETWEEN
CITY SCHOOL DISTRICT OF GLEN COVE
AND
UNITED PUBLIC SERVICE EMPLOYEES UNION
FOOD SERVICE UNIT/CAFETERIA EMPLOYEES
GLEN COVE CAFETERIA UNIT
FOR THE YEARS
July 1, 2007 - June 30, 2011

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This agreement is made and entered into between the Glen Cove City School District, Nassau County, New York (hereinafter referred to as the District) and the United Public Service Employees Union, Food Service Unit/Cafeteria Employees (hereinafter referred to as the Union).

ARTICLE I - RECOGNITION

Section 1

The District recognizes the Union as the sole and exclusive unchallenged representative for the maximum period provided by the Civil Service Law for all cafeteria employees.

Section 2

A. Nothing in this section shall preclude presentation of views orally or in writing by any individual employees.

B. Employees have the right to join or not to join the Union, but membership in the Union shall not be a prerequisite for employment or continuation of employment of any employee.

Section 3

The District and the Union recognize that the Board of Education is the legally constituted body responsible for the determination of policies covering all aspects of the Glen Cove Public School System. The Board of Education recognizes that it must operate in accordance with all pertinent statutory provisions of State Laws. The Union recognizes that the Board of Education cannot reduce, negotiate, or delegate its legal responsibilities.

ARTICLE II - PROCEDURES

Section 1

Procedures are to be as follows:

A. If no challenge exists, the same bargaining agent shall be empowered to negotiate the next contract provided that more than 50% of the employees continue as active members of the Union.

B. The negotiating teams of the District and the Union shall be composed of no more than three (3) representatives each.

C. Upon the written request of either party, a mutually acceptable meeting date shall be set for not less than fifteen (15) days following such request for the purpose of opening negotiations of the agreement for the ensuing fiscal year(s). All issues proposed for negotiation shall be submitted in writing by the Union to the District at the first meeting. All subsequent meetings shall be called at times and in a place mutually agreeable to the parties.

D. Negotiations shall continue in accordance with the provisions of the Public Employees Fair Employment Act in a good faith effort to reach agreement on the terms and conditions of employment of the employees designated in Article I, Section 1.

E. Such negotiations shall include all terms and conditions of employment, except those not authorized by the law or prohibited by law. Any agreement so negotiated shall apply to all said employees and shall be reduced to writing and signed by the District and the Union.

F. During negotiations, the District and the Union shall present relevant data, exchange points of view, and make proposals and counterproposals. The District may make available to the Union for inspection available pertinent budgetary information. Either party may, if it so desires, utilize the services of an outside consultant or may call upon a professional or lay representative to assist in the negotiation at its own expense. Written notice of the attendance of such consultant at a meeting shall be given to the other party at least seventy-two (72) hours in advance of the meeting.

G. The District agrees not to negotiate with any groups of Cafeteria employees other than the Union for the duration of this contract.

H. During the period of negotiations prior to agreement, the proceedings of the negotiations shall be kept confidential and shall not be released unless such release has the prior approval of both parties.

I. All matters relating to terms and conditions of employment on which agreement is reached during the bargaining sessions shall be reduced to writing in mutually acceptable language and shall be submitted to the Union and the District for approval. Following approval by a majority of the Union membership and by a majority of the District, the agreement shall be submitted to the Board for adoption in the minutes of the Board at a Board of Education meeting.

J. Neither the Union nor any employee represented by it shall strike against the District, assist or participate in any such strike, or impose an obligation to conduct, assist or participate in such a strike. The term "strike" means any strike or other concerted stoppage of work or slowdown by such employees or Union.

ARTICLE III - DUES DEDUCTION

The Union shall have exclusive rights to payroll deduction of dues and union sponsored insurance and benefit program premiums for employees covered by this agreement, provided that the individual employee authorizes such deductions. Such dues and premiums shall be remitted to the

United Public Service Employees Union, 3555 Veterans Memorial Highway, Suite H, Ronkonkoma, NY 11779 on a payroll basis. No other organization shall be accorded any payroll deduction privileges without the express consent and written authorization of the Union.

ARTICLE IV - JOB TITLES AND DUTIES

MANAGER - HIGH SCHOOL / MIDDLE SCHOOL/ELEMENTARY SCHOOLS

Managers have limited responsibility for the operation of the school breakfast and lunch programs inasmuch as they are under the supervision of the Cafeteria Director. Immediate supervision is exercised over the cooks and food service helpers.

The Manager supervises the cafeteria. He/she takes inventory, prepares bank deposits and deposits money, keeps records of all sales and transactions and maintains high standards. The Manager usually does no cooking, but should be prepared to fill in at any time. He/she can place daily orders.

All employees who attend training sessions, as directed by the School Lunch Director shall receive their hourly rate of pay and a \$50 stipend for any training session that occurs beyond the school day.

COOK MANAGER - ELEMENTARY SCHOOLS

The Cook Managers have limited responsibility for the operation of the school breakfast and lunch programs inasmuch as they are under the supervision of the Cafeteria Director. Immediate supervision is exercised over food service helpers.

The Cook Manager supervises the cafeteria. He/she takes inventory, prepares bank deposits and deposits money, keeps records of all sales and transactions and maintains high standards. He/she can place daily orders.

All employees who attend training sessions, as directed by the School Lunch Director shall receive their hourly rate of pay and a \$50 stipend for any training session that occurs beyond the school day.

COOK II

He/she prepares meals, cleans equipment and performs other related duties. When called upon, the Cook II can perform managerial duties.

COOK I

Assists Cook II. Prepares meals, cleans equipment and performs other related duties.

FOOD SERVICE HELPER

He/she makes sandwiches, desserts, salads, etc.; sets up counters, serves, cleans, and performs other related duties as assigned by his/her immediate supervisor or the School Lunch Director.

The Food Service Helper also takes cash during lunch periods.

ARTICLE V - WORKING CONDITIONS

Section 1

(A) Each working day for regularly employed full-time employees shall be at least six (6) hours in length, the specific hours to be determined by the District. If a significant change occurs, the District will negotiate impact on the employees of the Union. Substitute or hourly workers shall work their regularly assigned hours. Time taken for lunch will be 1/2 hour in length and is not included in the work day. Employees may be excused with permission of the immediate supervisor.

(B) All full time employees to receive paid 15 minute break.

Section 2

A free lunch will be provided for each worker.

Section 3

Recruitment and Appointment - It is the policy of the Board that employees shall be selected, retained and promoted on the basis of fitness, merit, and efficiency. The School District is an equal opportunity employer.

Section 4

A. It shall be the duty of all personnel to see that working conditions are safe from unnecessary hazards. Hazardous conditions should be reported to the immediate supervisor who will in turn report this condition to the Cafeteria Director and the Building Principal.

B. It shall be the duty of all personnel to perform their assigned duties to the complete satisfaction of their supervisors.

Section 5

Relationships with Instructional Staff and Students - Cafeteria employees are considered to be co-workers with the instructional staff in the task of providing the best possible learning environment for the students in the schools. Teachers may not command the services of a cafeteria employee. Orders for such service shall be channeled through the Building Principal or Cafeteria

Director.

Section 6

All employees new to the District and appointed by the Board may be granted credit for prior related work experiences.

Section 7

Disciplinary Actions - Disciplinary action may result from a recommendation of the Cafeteria Director, the Building Principal, or the manager under whom the cafeteria employee renders service. The Assistant to the Superintendent for Personnel shall have the authority to warn or recommend dismissal.

Section 8

Employees will give their immediate superior, or the Assistant to the Superintendent for Personnel, as much advance notice as possible in the event that they must be absent from work or will be late in reporting to work.

Section 9

Grievance Procedure - Every employee shall have the right to present his/her grievances in accordance with the procedures set forth in the grievance procedures between the employees of the City School District which were adopted by the Board of Education September 16, 1963 and amended, a copy of which is attached to this agreement as Appendix B.

Section 10

Resignation and Retirement - A cafeteria employee who wishes to terminate his/her service to the School District at any time shall file a written notice concerning this intention with the Assistant to the Superintendent for Personnel at least two weeks prior to the date desired for the termination of service.

Section 11

Uniforms - Uniform allowance for all employees, both full-time and part-time, shall be increased to \$350 annually, and it will be a requirement of the position that uniforms be worn. Each employee will be required to submit receipts for uniforms, shoes and other uniform-related accessories by October 30 in each year and the district will reimburse the employee by December 31st each year.

Section 12

Any change in school policy relative to working conditions must first be discussed with Union representatives before being implemented.

Section 13

When new titles are created, salaries for those positions must be negotiated with Union representatives.

Section 14

The existing policy pertaining to absence, leave, vacation entitlements and other benefits shall remain in effect unless spelled out in another article.

Section 15

Any person required to work temporarily out of title for more than three (3) working days shall be compensated by receiving the pay schedule of the higher paying title on the same step as he/she then enjoys in his/her own title only as long as he/she remains in that job. The increased pay is to take effect from the fourth day of employment in the higher paying schedule.

Section 16

Where applicable and upon consultation with the Cafeteria Director, a substitute may be hired in the absence of a full-time employee for the serving hours only.

ARTICLE VI – PROMOTIONS

All openings for promotional positions and for positions paying higher salary differentials shall be posted in every school on bulletin boards and all qualified personnel shall be given an opportunity to make application for such positions. Transfers or promotions are to be honored on a seniority basis, if the employee is qualified. Appointment will be made by the Board upon the recommendation of the Superintendent. Promotions shall be honored on a later move on the School District's salary scale.

When a part-time employee becomes a full-time employee, he/she shall be credited with the number of years of service in the District for placement on the salary schedule.

ARTICLE VII - PROTECTION OF EMPLOYEES

Section 1

Seniority shall be based on the date of commencement of employment in the District.

Section 2

Employees shall be required to report all cases of assault suffered by employees and/or civil actions filed against them in connection with their employment to the Superintendent of Schools. The Superintendent of Schools shall acknowledge receipt of such report within three (3) days.

Section 3

Employees shall, at the discretion of the School District, sign in and out on time clocks provided by the District.

ARTICLE VIII - HEALTH INSURANCE

The Board of Education agrees to remain a participating employer in the State Employees' Health Insurance Program for the employee and their immediate family provided that the employee works a sufficient number of hours to be eligible for coverage under the State Plan.

Full-time employees shall pay 15% of the cost of the premium for health insurance for the life of this agreement.

Employees working 20 hours or more, but less than full-time, shall pay 50% of the premium for individual coverage or 65% of the premium for family coverage. Full-time employees who voluntarily drop health insurance for one whole year receive \$250, if individual coverage; \$500, if family coverage, to be paid at the end of a whole year. Employees can regain coverage at any time. Employees who pay 50% shall have the refund prorated.

ARTICLE IX - RETIREMENT BENEFITS

Section 1

The Board shall provide the non-contributory career retirement plan, Section 75g of the Retirement and Social Security Law. The Board shall adopt option 41j for the employees with no cost to said employees.

ARTICLE X - ABSENCE WITHOUT LOSS OF PAY

Section 1

Types of approved absences without loss of pay and limitations for such absences:

A. Each regularly employed full-time employee shall be entitled, during each year of active service in the District, to sixteen (16) days of absence with full salary for the purpose of meeting personal illnesses or obligations. Twelve of these days per year may be accumulated, if not used, to a maximum of 180 days.

B. The days accumulated may be used for the following purposes within the limitations and

regulations stated:

For personal illness - up to the total number of accumulated days as needed.

Regulations governing the various leaves above:

1. An employee must file a written request with the Cafeteria Director at least two (2) days in advance for all personal leave.
2. Days of absence of a personal nature include:
 - a. Court and/or Governmental Agency appearances.
 - b. Legal affairs.
3. A doctor's note may be required by the School District as a result of any absence due to personal illness.

C. Death in the Immediate Family - Up to three (3) days in any single school year, not to be accumulated. Immediate family is defined as employee's spouse, children, mother, father, sister, brother, or relative living in the immediate household.

D. Religious Holidays - Absence for observance of religious holidays shall be allowed only with advance notice submitted to the Assistant to the Superintendent for Personnel and approved by him/her; such absences are not to exceed three (3) days per year.

E. Conferences - Absences because of attendance at educational conferences, or for purposes of educational observation approved by the Assistant to the Superintendent may be considered by the Assistant to the Superintendent for Personnel to be separate from the limit of days allowed at full pay.

F. Emergency School Closings – Full- time and hourly employees will receive their regular wages for up to two “snow days” or other emergency school closings per year.

Section 2

A. Each regularly employed hourly worker shall be entitled, during each year of active service in the District, to five (5) sick days absence with full salary for the purpose of meeting personal illnesses. Unused days will be accumulated to a maximum of 180 days.

B. Regularly employed hourly workers shall be allowed four (4) paid holidays: Christmas Day, New Year's Day, Thanksgiving Day and one other to be determined in accordance with the school calendar for the year.

C. Each regularly employed hourly worker shall be entitled, during each year of active service in the District, to two (2) personal days with full salary for the purpose of meeting personal business. These days may not be carried over to the next school year. An employee wishing to utilize a personal day will present the request form to his/her immediate supervisor on the personal

day request form as far in advance as possible. (copy of form attached in Appendix C). The supervisor will forward the request to the Assistant to the Superintendent for Personnel for approval.

Section 3

Jury Duty - Notice of jury duty must be submitted to the School Lunch Director and the Assistant to the Superintendent for Personnel prior to the date that the employee is required to report. The employee shall be paid in accordance with the guidelines provided in the manual entitled: **Jury Service in New York State: A Guide for Employers and Employees**. The employee shall not suffer any loss of salary or absence due to jury duty.

ARTICLE XI - ABSENCE WITH LOSS OF PAY

Method of Computing Deductions for Absence

Salary deduction for each day of unexcused absence shall be considered to be 1/180th of the annual contract salary.

ARTICLE XII - LEAVES OF ABSENCE

1. Permanent employees are eligible to take a leave of absence without pay for a maximum period of six months or less, provided it is not in any way detrimental to the school program, upon written request to and approval of the Assistant to the Superintendent for Personnel, at least thirty (30) days prior to the first day of the leave of absence. The conditions under which a person returns to full-time employment shall be established at the time approval if such leave is granted; such conditions are to be at the discretion of the Assistant to the Superintendent for Personnel with the approval of the Board of Education. Failure to request leave within the time period designated above may result in the denial of request. Absence without approval from administration and the Board of Education may result in disciplinary action.

2. **Childcare Leave** - Childcare leave after two (2) years of full-time employment may be granted without pay for a period of not less than one nor more than two years, starting on such date as shall be approved by the Board of Education to any regularly employed person. Full reinstatement in the same or equivalent employment at the end of such leave shall be guaranteed.

ARTICLE XIII - SALARY SCHEDULES/APPENDIX A

Section 1 – Salary

The attached salary schedules will serve as Appendix A. These salary schedules incorporate the concepts of longevity and differentials and there are no additional payments for those concepts, except as noted in Section 3.

Percent increases for 7/1/07-6/30/2011 are as follows:

July 1, 2007	3.75%
July 1, 2008	4.5%
July 1, 2009	4.5%
July 1, 2010	4.25%

Section 2

Employees shall be paid in accordance with the payroll calendar. Checks are to be delivered to each school. See payroll date schedule distributed separately at the beginning of each year.

Section 3

Tray Line Cashier/Deli Person shall receive \$15.00 per week.

The differential will be paid only when the cash register assignment is a minimum of at least one week.

ARTICLE XIV - PHYSICAL EXAMINATIONS

For the protection of the individual employee, his/ her fellow workers, the students and the community, it is hereby agreed that each employee of the unit shall undergo a physical examination and submit the results of said examination to the Assistant to the Superintendent.

1. Concurrent with appointment as a probationary employee but prior to the beginning of his/her duties, the employee shall be required to have a complete physical examination by the school medical inspector or by the employee's own physician at his/her own expense. A special form for this purpose shall be provided.
2. Each year the employee shall submit, by August 30th, a form signed by the school medical inspector or the employee's personal physician indicating that the employee is free from communicable disease and is physically qualified to perform his/her duties.
3. Chest X-rays or tine tests are required every year; results must be submitted by September 1 of that year.

ARTICLE XV - TRANSFERS AND REASSIGNMENTS

The Board recognizes that frequent reassignments and/or transfer of employees from one school to another is disruptive to the efficiency of the District and interferes with optimum employee performance. Although the United Public Service Employees Union also recognizes that some flexibility in regard to employee transfers must remain with the Administration, a substantial degree of stability must be provided for all employees. Therefore it is agreed as follows:

When transfer or reassignment of employees in a school or grade is necessary, to the extent possible, all volunteers shall first be transferred and/or reassigned. Subsequent transfers will be

made on the basis of years of service to the District; those lowest in service shall be reassigned first whenever possible.

ARTICLE XVI - UNION BUSINESS

Section 1

Permission may be granted for the use of District facilities for meetings at the discretion of the employer. Such permission may be withdrawn at the discretion of the employer.

Section 2

The Union may request the use of designated school mailboxes for the purpose of distributing its material.

Section 3

Union business shall not in any way interfere with the regular duties of any employee or take place during any employee's working hours.

ARTICLE XVII - MUTUALITY OF OBLIGATION

Section 1

In the event that any provision of this agreement is, or shall at any time be, contrary to law, all other provisions of this agreement shall continue in effect.

Section 2

Neither the Board, nor any of its agents, shall at any time seek to violate the principle of the secret ballot or signature.

ARTICLE XVIII

All existing practices regarding general working conditions shall be continued unless specifically excluded from this agreement. This shall not be construed to have any effect on the employer's right to hire, lay off, or discharge employees.

ARTICLE XIX - DURATION

The provisions of this contract shall be effective as of July 1, 2007 and shall remain in full force and effect until June 30, 2011.

ARTICLE XX – CONTINUATION OF EMPLOYMENT

Employees will be notified if they are not to return in September by June 30th of each school year. If they are not notified they can expect continuation of employment.

ARTICLE XXI – LEGISLATIVE APPROVAL

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals this _____ day of _____, 2008.

Superintendent of Schools

Kevin E. Boyle, Jr., President
United Public Employees Union

President, Glen Cove Unit
United Public Employees Union

APPENDIX A
(2007-2008 Salary Schedule)

	Food Service Helper	Cook I - Middle (Assistant Cook) (6) Hours	Cook I - High (Assistant Cook) (6.5) Hours	Cook II High/Middle (7) Hours	Cook Manager Elementary (7) Hours	Manager Middle (7) Hours	Manager High Sch (7.5) Hours
Yrs 1-5	9.49	11,802	12,785	15,218	16,667	17,393	18,635
Yrs 6-10	10.35	13,666	14,804	17,393	18,842	19,566	20,964
Yrs 11-15	11.79	15,529	16,823	19,566	21,016	21,741	23,294
Yrs 16-20	12.94	17,393	18,842	21,741	23,190	23,914	25,623
Yrs 21-25	14.09	19,877	21,533	23,914	25,364	26,089	27,952
Yrs 26-30	15.24	21,119	22,879	26,089	27,538	28,263	30,282

**APPENDIX A
(2008-2009 Salary Schedule)**

	Food Service Helper (hourly rate)	*Manager Elementary (hourly rate)	Cook I Middle Assistant Cook (6) Hours	Cook I High Assistant Cook (6.75) Hours	Cook II Middle Sch (7) Hours	Cook II High Sch (7.25) Hours	Cook Manager Elementary (7) Hours	Manager Middle Sch (7) Hours	Manager High Sch (7.75) Hours
Yrs 1-5	9.92	13.52	12,333	13,874	15,903	16,471	17,417	18,175	20,123
Yrs 6-10	10.82	15.29	14,281	16,065	18,175	18,824	19,690	20,447	22,638
Yrs 11-15	12.32	17.05	16,228	18,256	20,447	21,177	21,961	22,719	25,153
Yrs 16-20	13.52	18.82	18,175	20,448	22,719	23,531	24,234	24,991	27,668
Yrs 21-25	14.72	20.58	20,772	23,368	24,991	25,883	26,505	27,263	30,184
Yrs 26-30	15.93	22.34	22,070	24,828	27,263	28,237	28,778	29,534	32,699

* Effective 9/1/08 hourly rate based upon 184 days

**APPENDIX A
(2009-2010 Salary Schedule)**

	Food Service Helper (hourly rate)	*Manager Elementary (hourly rate)	Cook I Middle Assistant Cook (6) Hours	Cook I High Assistant Cook (6.75) Hours	Cook II Middle Sch (7) Hours	Cook II High Sch (7.25) Hours	Cook Manager Elementary (7) Hours	Manager Middle Sch (7) Hours	Manager High Sch (7.75) Hours
Yrs 1-5	10.37	14.13	12,888	14,499	16,618	17,212	18,201	18,993	21,028
Yrs 6-10	11.31	15.98	14,924	16,788	18,993	19,672	20,576	21,367	23,657
Yrs 11-15	12.87	17.82	16,958	19,078	21,367	22,130	22,950	23,742	26,285
Yrs 16-20	14.13	19.66	18,993	21,368	23,742	24,589	25,324	26,115	28,914
Yrs 21-25	15.39	21.50	21,707	24,420	26,115	27,048	27,698	28,490	31,542
Yrs 26-30	16.64	23.35	23,063	25,945	28,490	29,507	30,073	30,863	34,171

* Effective 9/1/08 hourly rate based upon 184 days

**APPENDIX A
(2010-2011 Salary Schedule)**

	Food Service Helper (hourly rate)	*Manager Elementary (hourly rate)	Cook I Middle Assistant Cook (6) Hours	Cook I High Assistant Cook (6.75) Hours	Cook II Middle Sch (7) Hours	Cook II High Sch (7.25) Hours	Cook Manager Elementary (7) Hours	Manager Middle Sch (7) Hours	Manager High Sch (7.75) Hours
Yrs 1-5	10.81	14.73	13,435	15,115	17,325	17,944	18,975	19,800	21,922
Yrs 6-10	11.79	16.65	15,558	17,501	19,800	20,508	21,450	22,275	24,662
Yrs 11-15	13.42	18.58	17,679	19,888	22,275	23,070	23,925	24,751	27,402
Yrs 16-20	14.73	20.50	19,800	22,276	24,751	25,634	26,401	27,225	30,142
Yrs 21-25	16.04	22.42	22,629	25,458	27,225	28,197	28,875	29,701	32,883
Yrs 26-30	17.35	24.34	24,043	27,048	29,701	30,761	31,351	32,175	35,623

* Effective 9/1/08 hourly rate based upon 184 days

APPENDIX B

The Board of Education of the City School District of Glen Cove, New York, in compliance with Article 16 of the General Municipal Law (Chapter 554 of the Laws of 1962), does hereby establish and adopt the following grievance procedures for the settlement of certain differences between the employees of the City School District of Glen Cove, New York and the said School District:

DEFINITIONS

1. **Employee** shall mean any person directly employed and compensated by the City School District of Glen Cove and/or the Board of Education thereof.
2. **Employer** shall mean the City School District of Glen Cove and/or the Board of Education thereof.
3. **Supervisor** shall mean any person, regardless of title, who is assigned to exercise any level of supervisory responsibility over the employee.
4. **Administrator** shall mean any teacher responsible for or exercising any degree of supervision or authority over another teacher.
 - a. **Chief administrator** shall mean the Superintendent of Schools of the district.
 - b. **Immediate administrator** shall mean the administrator to whom the teacher is directly responsible (e.g., for high school teachers this would be the department chairman, subject supervisor, building principal, coordinator, director, assistant principal or superintendent; for elementary school teachers the immediate supervisor shall be the building principal).
5. **Representative** shall mean the person designated by the aggrieved employee as his counsel or to act in his behalf.
6. **Grievance** shall mean any claimed violation, misinterpretation, or inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules of the City School District of Glen Cove and/or the Board of Education thereof or a department or agency thereof, which relate to or involve employee health or safety, physical facilities, material or equipment furnished to employees or supervision of employees; provided, however, that such terms shall not include any matter involving an employee's rate of compensation, retirement benefits, disciplinary proceeding or any matter which is otherwise reviewable pursuant to any law or regulation having the force and effect of law.

BASIC STANDARDS AND PRINCIPALS

1. Every employee shall have the right to present his grievances in accordance with the procedures hereinafter set forth, free from interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented in all stages thereof.

2. It shall be a fundamental responsibility of supervisors and/or administrators at all levels, commensurate with the authority delegated to them by their superiors promptly to consider and to take appropriate action upon grievances presented to them by employees under their supervision.
3. An employee shall have the right to be represented at any state of the procedures by a person of his own choice.
4. All hearings shall be confidential.
5. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such grievance.
6. Each administrator or supervisor shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him within the time specified in these procedures.
7. These procedures may be amended by the Board of Education of the City School District of Glen Cove at any public meeting thereof, provided such amendments are in conformity with the provisions of law applicable thereto and the intended amendments are presented by the Board at its preceding monthly meeting.

PROCEDURES

1. **Informal Stage** – The aggrieved employee shall orally present his grievance to his immediate supervisor or administrator who shall orally and informally discuss the grievance with the aggrieved employee. The immediate supervisor or administrator shall render his determination to the aggrieved employee within 7 days after the grievance has been presented to him. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the formal stage.

2. Formal Stage

a. Within 7 days, after a determination has not been made at the preceding stage, the aggrieved employee may make a written request to the chief supervisor or administrator or his designee for review and determination. If the chief supervisor or administrator designates a person to act in his behalf, he shall also delegate full authority to render a determination in his behalf.

b. The chief supervisor or administrator or designee shall immediately notify the aggrieved employee, immediate supervisor or administrator or any other supervisor or administrator previously rendering a determination in the case to submit written statements to him within 7 days setting forth the specific nature of the grievance, the facts relating thereto, and the determination previously rendered.

c. If such is requested in the written statement of either party pursuant to paragraph above, the chief supervisor or administrator or his designee shall notify all parties concerned in the case of the time and place when a formal hearing will be held where such parties may appear and present oral and written statements supplementing their positions in the case. Such hearing shall be held within 7 days of receipt of the written statements pursuant to paragraph b.

d. The chief supervisor or administrator or his designee shall render his determination within 15 days after the written statements pursuant to paragraph b. have been presented to him.

e. If the grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the review stage.

2. **Review Stage** – The Board of Education of the City School District of Glen Cove or its designee or designees shall act as appeal board to review and determine appeals from the determination of

the chief supervisor or administrator or his designee. The procedure of the review stage shall be as follows:

- a. The aggrieved employee may, within 7 days of the determination by the chief supervisor or administrator, make a written request to the Board for review and determination of the case.
- b. The chief supervisor or administrator, upon request of the Board, shall submit all written statements and records of the case to the Board.
- c. The Board may hold a hearing to obtain further information regarding the case.
- d. The Board shall render a final decision within 15 days after receiving the request for review.

DISTRIBUTION OF PROCEDURES

A copy of these procedures shall be distributed to all employees and shall be filed with the Clerk of the School district and with the State Civil Service Commission on or before November 1, 1963; all subsequent amendments or revisions thereof shall also be filed with the Clerk of the School District and with the State Civil Service Commission within 15 days after adoption. Such procedures shall be open to public inspection at reasonable times at the office of the Clerk of the District.

This resolution shall take effect immediately.

Adopted by the Board of Education
at a special meeting held on September 16, 1963.

Clerk