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AGREEMENT

by and between the

**GLEN COVE CITY
SCHOOL DISTRICT**

and

**CSEA, Local 1000 AFSCME,
AFL-CIO**

RECEIVED

JAN 24 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**



**Glen Cove CSD Cafeteria Unit
Nassau County Educational Local 865**

July 1, 2003 - June 30, 2007



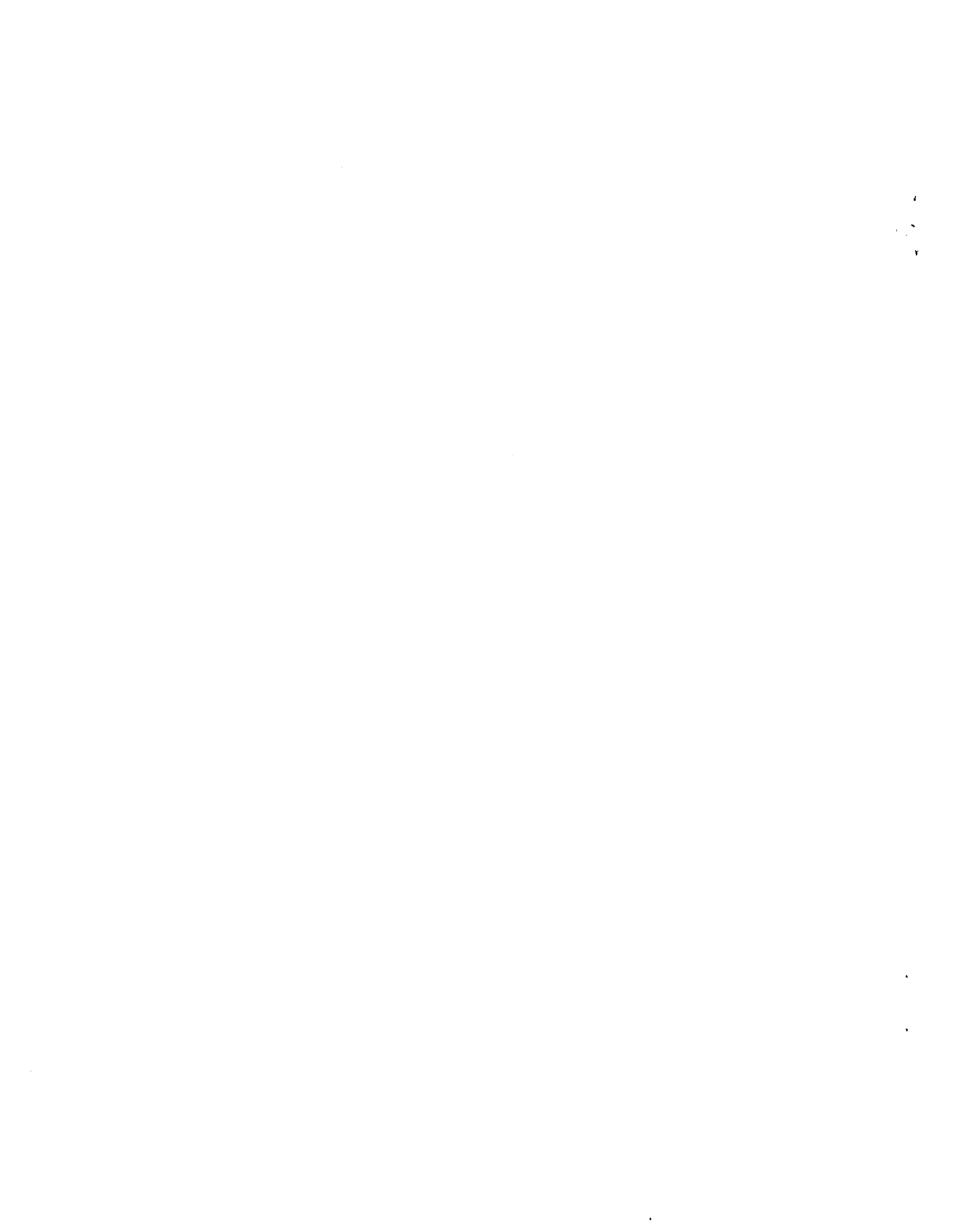


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This agreement is made and entered into between the Glen Cove City School District, Nassau County, New York (hereinafter referred to as the District) and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Glen Cove Cafeteria Unit (hereinafter referred to as the Association).

ARTICLE I - RECOGNITION

Section 1

The District recognizes the Association 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 Association, but membership in the Association shall not be a prerequisite for employment or continuation of employment of any employee.

Section 3

The District and the Association 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 Association 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 Association.

B. The negotiating teams of the District and the Association 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 Association 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 Association.

F. During negotiations, the District and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. The District may make available to the Association 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 Association 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 Association and the District for approval. Following approval by a majority of the Association 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 Association 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 Association.

ARTICLE III - DUES DEDUCTION

The Association 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 CSEA, Inc., 143 Washington Avenue, Albany, New York 12210 on a payroll basis. No other organization shall be accorded any payroll deduction privileges without the express consent and written authorization of the Association.

ARTICLE IV - JOB TITLES AND DUTIES

MANAGER - HIGH SCHOOL AND MIDDLE SCHOOL

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.

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.

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 counter, serves, cleans, and performs other related duties. The Food Service Helper also takes cash during lunch periods.

ARTICLE V - WORKING CONDITIONS

Section 1

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 Association. 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.

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 of Schools shall have the authority to warn or recommend dismissal.

Section 8

Employees will give their immediate superior, or the Assistant to the Superintendent, 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 Addendum III.

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 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 \$250 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 Association representatives before being implemented.

Section 13

When new titles are created, salaries for those positions must be negotiated with Association 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 the following percentages of the cost of the premium for health insurance:

03-04 12%
04-05 13%
05-06 14%
06-07 15%

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 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 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) 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.

Section 3

Jury Duty - Notice of jury duty must be submitted to the Cafeteria Director or the Assistant to the Superintendent and the employee shall surrender to the School District his/her jury fee; he/she 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. Personal Leave - Permanent employees are eligible to take a leave of absence without pay for a maximum period of one year, provided it is not in any way detrimental to the school program, upon written request to and approval of the employer. The conditions under which a person returns to full-time employment shall be established at the time approval of such leave is granted; such conditions are to be at the discretion of the Assistant to the Superintendent with the approval of the Board of Education.

After three (3) years' service, part-time employees may be eligible to receive a leave of absence without pay and at the District's discretion.

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

Section 1

The attached salary schedules will serve as Appendix A. Each employee is assured a minimum of a 3.5% per year increase as he/she moves toward the salary schedule. There will be a maximum of \$3,000 per year increase for any employee moving toward the attached salary schedules.

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.

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

Food service workers who also handle the cash register will receive a \$10 per week differential. 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 Glen Cove CSEA, Local 1000 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 - ASSOCIATION 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 Association may request the use of designated school mailboxes for the purpose of distributing its material.

Section 3

Association 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, 2003 and shall remain in full force and effect until June 30, 2007. Either party may initiate negotiations or a successor agreement by written notice to the other party on or after February 15, 2007.

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.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals this
29 day of May, 2003.

Dr. Mary Ellen Spooling
Superintendent of Schools

Lynne A. Dreyfus
Labor Relations Specialist,
Civil Service Employees Association, Inc.
Local 1000, AFSCME, AFL-CIO
Glen Cove Unit

Patricia J. Krepanski
President,
Glen Cove Unit Cafeteria Workers

**APPENDIX A
(2003-2004 Salary Schedule)**

	I Food Service Helper	II Cook I-Middle (Assistant Cook) (6) Hours	II Cook I-High (Assistant Cook) (6.5) Hours	III Cook II High/Middle (7) Hours	IV Cook Manager Elementary (7) Hours	V Manager Middle (7) Hours	V Manager High (7.5) Hours
Yrs. 1-5	8.25	10,260	11,115	13,230	14,490	15,120	16,200
Yrs. 6-10	9.00	11,880	12,870	15,120	16,380	17,010	18,225
Yrs. 11-15	10.25	13,500	14,625	17,010	18,270	18,900	20,250
Yrs. 16-20	11.25	15,120	16,380	18,900	20,160	20,790	22,275
Yrs. 21-25	12.25	17,280	18,720	20,790	22,050	22,680	24,300
Yrs. 26-30	13.25	18,360	19,890	22,680	23,940	24,570	26,325

APPENDIX A
(2004-2005 Salary Schedule)

	I Food Service Helper	II Cook I-Middle (Assistant Cook) (6) Hours	II Cook I-High (Assistant Cook) (6.5) Hours	III Cook II High/Middle (7) Hours	IV Cook Manager Elementary (7) Hours	IV Manager Middle (7) Hours	V Manager High (7.5) Hours
Yrs. 1-5	8.54	10,619	11,504	13,693	14,997	15,649	16,767
Yrs. 6-10	9.32	12,296	13,320	15,649	16,953	17,605	18,863
Yrs. 11-15	10.61	13,973	15,137	17,605	18,909	19,562	20,959
Yrs. 16-20	11.64	15,649	16,953	19,562	20,866	21,518	23,055
Yrs. 21-25	12.68	17,885	19,375	21,518	22,822	23,474	25,151
Yrs. 26-30	13.71	19,003	20,586	23,474	24,778	25,430	27,246

APPENDIX A
(2005-2006 Salary Schedule)

	I Food Service Helper	II Cook I-Middle (Assistant Cook) (6) Hours	II Cook I-High (Assistant Cook) (6.5) Hours	III Cook II High/Middle (7) Hours	IV Cook Manager Elementary (7) Hours	IV Manager Middle (7) Hours	V Manager High (7.5) Hours
Yrs. 1-5	8.84	10,991	11,907	14,172	15,522	16,197	17,354
Yrs. 6-10	9.64	12,726	13,787	16,197	17,547	18,222	19,523
Yrs. 11-15	10.98	14,462	15,667	18,222	19,571	20,246	21,692
Yrs. 16-20	12.05	16,197	17,547	20,246	21,596	22,271	23,862
Yrs. 21-25	13.12	18,511	20,053	22,271	23,621	24,295	26,031
Yrs. 26-30	14.19	19,668	21,307	24,295	25,645	26,320	28,200

**APPENDIX A
(2006-2007 Salary Schedule)**

	I Food Service Helper	II Cook I-Middle (Assistant Cook) (6) Hours	II Cook I-High (Assistant Cook) (6.5) Hours	III Cook II High/Middle (7) Hours	IV Cook Manager Elementary (7) Hours	IV Manager Middle (7) Hours	V Manager High (7.5) Hours
Yrs. 1-5	9.15	11,375	12,323	14,668	16,065	16,764	17,961
Yrs. 6-10	9.98	13,172	14,269	16,764	18,161	18,859	20,206
Yrs. 11-15	11.36	14,968	16,215	18,859	20,256	20,955	22,452
Yrs. 16-20	12.47	16,764	18,161	20,955	22,352	23,050	24,697
Yrs. 21-25	13.58	19,159	20,755	23,050	24,447	25,146	26,942
Yrs. 26-30	14.69	20,356	22,052	25,146	26,543	27,241	29,187

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

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