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Contract Database Metadata Elements

Title: **Amityville School District and Amityville School Monitors, Teaching Assistants, Health Aides, and Special Education Aides Unit, CSEA Local 1000, AFSCME, AFL-CIO (2003)**

Employer Name: **Amityville School District**

Union: **Amityville School Monitors, Teaching Assistants, Health Aides, and Special Education Aides Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000**

Effective Date: **07/01/03**

Expiration Date: **06/30/07**

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AID | 8206

AGREEMENT

between

**BOARD OF EDUCATION
AMITYVILLE UNION FREE SCHOOL DISTRICT
Amityville, NY 11701**

and

**CSEA II
Teaching Assistants, School Monitors
Health Aides & Special Education Aides**

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

July 1, 2003 – June 30, 2007

100

CSEA II 2003 – 2007

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11/09/05

AMITYVILLE UFSD

GE 1

MONTR MONITOR 3% Hourly:Reg Pay Status:Projection Date Range 07/01/04 - 06/30/05 Control #:121

STEP LEVEL 1

| | |
|---|--------|
| 1 | 11.010 |
| 2 | 11.810 |
| 3 | 12.290 |
| 4 | 12.730 |
| 5 | 13.110 |

11/09/05

AMITYVILLE UFSD

MONTR MONITOR 3% Hourly:Reg Pay Status:Projection Date Range 07/01/05 - 06/30/06 Control #:122

STEP LEVEL 1

| | |
|---|--------|
| 1 | 11.340 |
| 2 | 12.170 |
| 3 | 12.660 |
| 4 | 13.110 |
| 5 | 13.510 |

Report Completed 9:31 AM

11/09/05

AMITYVILLE UFSD

MONTR MONITOR 3.5% Hourly:Reg Pay Status:Projection Date Range 07/01/06 - 06/30/07 Control #:123

Report Completed 9:32 AM

STEP LEVEL 1

| | |
|---|--------|
| 1 | 11.740 |
| 2 | 12.590 |
| 3 | 13.100 |
| 4 | 13.570 |
| 5 | 13.980 |

Report Completed 9:32 AM

11/09/05

AMITYVILLE UFSD

GE 1

T/A T/A 04/05 3% Hourly:Reg Pay Status:Projection Date Range 07/01/04 - 06/30/05 Control #:99

STEP LEVEL 1

1 11.770
2 13.000
3 13.870
4 14.650
5 15.420

11/09/05

AMITYVILLE UFSD

T/A T/A 05/06 3% Hourly:Reg Pay Status:Projection Date Range 07/01/05 - 06/30/06 Control #:100

STEP LEVEL 1

1 12.120
2 13.390
3 14.280
4 15.090
5 15.880

Report Completed 9:31 AM

11/09/05

AMITYVILLE UFSD

T/A T/A 06/07 3.5% Hourly:Reg Pay Status:Projection Date Range 07/01/06 - 06/30/07 Control #:102

Report Completed

STEP LEVEL 1

1 12.540
2 13.850
3 14.780
4 15.620
5 16.430

Report Completed 9:31 AM

CIVIL SERVICE EMPLOYEES ASSOCIATION
Local 1000, AFSCME, AFL-CIO
MONITORS, TEACHING ASSISTANTS, HEALTH AIDES
SPECIAL EDUCATION AIDES

Agreement made this 24th Day of March 2005, between the Amityville Board of Education (hereinafter referred to as the "Board") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (hereinafter referred to as the "Association") for the School Monitors, Teaching Assistants, Health Aides, and Special Education Aides Unit, expiring on June 30, 2007, and shall remain in full force and effect.

Term of contract – **July 1, 2003 through June 30, 2007.**

WHEREIN:

It is mutually agreed as follows:

I. Recognition and No Strike Pledge

The Association, having heretofore submitted satisfactory evidence that it represents a majority of the school monitors, teaching assistants, health aides, and special education aides, is hereby recognized as the exclusive bargaining agent as aforesaid, the Association agrees to comply with the provisions of the Taylor Law prohibiting strikes as said law is now in effect or may be hereafter amended.

II. Agency Fee

A. Pursuant to the requirements contained in Civil Service Law Section 201 (2) (b) and 208 (3) (B) and general municipal law section 93 (b) (3) with respect to agency shop fee deductions, and effective during the years of this agreement (but subject to continued legislative authorization during such term), the Board shall make deductions from the wages or salary of personnel covered by this agreement who are not members of the association and transmit the sums so deducted to the to the association, an amount equivalent to the dues levied by such employee organization and the fiscal or disbursing officer of the District shall make deductions and transmit the sum so deducted to such employee organization. The foregoing shall only apply so long as the association has established and maintains a procedure for the refund to any such person demanding the return of any part of an agency shop fee deduction which represents such person's pro-rata share of expenditures by the association in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

B. The Association agrees to save and hold harmless the Board from any and all losses, expenses, damages, costs, and attorney fees that may accrue as a result of the provisions contained in paragraph A above, by reason of any action, suit or proceeding before any administrative body or judicial or quasi judicial body or before any arbitrator by any person covered by this agreement or in his or her behalf involving or in any way relating to the implementation of the agency shop fee deduction provision hereinafter set forth.

III. Wages, Health, Life Insurance, Dues Check-Off, Payroll Deductions

Labor Management Committee, Jury Duty

Employees shall be paid under a "claim-for-wage" system. Employees shall, at the end of each pay period, complete and submit to their supervisor a claim-for-wage form approved by the District as a condition for payment of wages. Payment of wages earned, including overtime, shall be made on the pay day at the end of the next pay period. Final payment of wages for the school year will be made on the final work day of the school year in June. No wages are to be held by the District for any employee other than for normal withholding required by law or for the employee share of benefits. Wages shall be paid only for time indicated and on submitted claim-for-wage form.

Salary Increases

| | |
|--------|------|
| Year 1 | 3.0% |
| Year 2 | 3.0% |
| Year 3 | 3.0% |
| Year 4 | 3.5% |

The above referenced increases are plus any applicable salary schedule increments.

A. Wages: 1. The hourly rate for personnel covered by this agreement for the year July 1, 2003 to June 30, 2004 plus increments, shall be as follows:

| | <u>School Monitors</u> | <u>Teaching Assistants Health Aides Special Education Aides</u> |
|--------|------------------------|---|
| Step 1 | 10.69 | 11.42 |
| Step 2 | 11.47 | 12.62 |
| Step 3 | 11.93 | 13.46 |
| Step 4 | 12.36 | 14.22 |
| Step 5 | 12.73 | 14.97 |

Wages: 2. The hourly rate for personnel covered by this agreement for the year July 1, 2004 to June 30, 2005 plus increments shall be as follows:

| | <u>School Monitors</u> | Teaching Assistants Health Aides <u>Special Education Aides</u> |
|--------|----------------------------|---|
| Step 1 | 11.01 | 11.77 |
| Step 2 | 11.81 | 13.00 |
| Step 3 | 12.29 | 13.87 |
| Step 4 | 12.73 | 14.65 |
| Step 5 | 13.11 | 15.42 |

Wages: 3. The hourly rate for personnel covered by this agreement for the year July 1, 2005 to June 30, 2006 plus increments shall be as follows:

| | <u>School Monitors</u> | Teaching Assistants Health Aides <u>Special Education Aides</u> |
|--------|----------------------------|---|
| Step 1 | 11.34 | 12.12 |
| Step 2 | 12.17 | 13.39 |
| Step 3 | 12.66 | 14.28 |
| Step 4 | 13.11 | 15.09 |
| Step 5 | 13.51 | 15.88 |

Wages: 4. The hourly rate for personnel covered by this agreement for the year July 1, 2006 to June 30, 2007 plus increments shall be as follows:

| | <u>School Monitors</u> | Teaching Assistants Health Aides <u>Special Education Aides</u> |
|--------|----------------------------|---|
| Step 1 | 11.74 | 12.54 |
| Step 2 | 12.59 | 13.85 |
| Step 3 | 13.10 | 14.78 |
| Step 4 | 13.57 | 15.62 |
| Step 5 | 13.98 | 16.43 |

In the event a person employed as a school monitor is appointed to a teaching assistant position, that person shall be placed upon a teaching assistant salary which shall have a rate not lower than the rate for the

monitor position occupied by that person immediately prior to the appointment.

After eight (8) years of satisfactory service within the bargaining unit, school monitors, teaching assistants, health aides, and special education aides shall receive \$.30 an hour above Step 5 of their respective salary schedules.

After twelve (12) years of satisfactory service within the bargaining unit, school monitors, teaching assistants, health aides, and special education aides shall receive \$.50 an hour above Step 5 of their respective salary schedules.

After fifteen (15) years of satisfactory service within the bargaining unit, school monitors, teaching assistants, health aides, and special education aides shall receive an additional \$.75 an hour above Step 5 of their respective salary schedules.

After twenty (20) years of satisfactory service within the bargaining unit, school monitors, teaching assistants, health aides, and special education aides shall receive an additional \$.75 an hour above Step 5 of their respective salary schedules.

B. Life Insurance

Persons covered by this agreement working twenty (20) hours or more per week shall be afforded a \$12,500 Group Term Life Insurance Policy, the cost of which is to be borne 85% by the school district and 15% by the individual employee.

C. Health Insurance

1. The health insurance contribution rate shall be 88% based on the Empire Plan for an individual and for a family (individual and dependent) for each participating employee.
2. Employees shall be entitled to withdraw from the District's Health Insurance plan upon the following conditions:
 - a. withdrawals shall be on a voluntary basis, either individual or dependent
 - b. withdrawals shall be pursuant to the rules of the District's health insurance provider
 - c. withdrawals shall be effective on July 1 of any given school year

- d. upon withdrawal from coverage, employee shall be entitled to a sum equal to 50% of the District's contribution to the health insurance premium
 - e. employees who have withdrawn from participation in the District's health insurance plan pursuant to this paragraph may re-enter the plan under the following conditions:
 - i. re-entry shall be pursuant to the rules of the District's provider
 - ii. re-entry shall be effective the following July 1 unless the employees can prove to the satisfaction of the District that he/she has suffered a loss of health insurance coverage.
 - iii. An employee who has re-entered pursuant to this paragraph may not again relinquish coverage until the expiration of at least one (1) year after the July 1 next succeeding the date of re-entry
3. For all employees hired effective September 1, 2003, and thereafter, the District contribution rate for health insurance shall be at 80% for the first three years of employment. Thereafter, the contribution rate as to said employee shall increase to 88%.

D. Dues Check-off

So long as the Association is the exclusive bargaining agent as aforesaid, and so long as the same is permissible by law, the Board shall deduct from the check of members of the Association who submit dues check-off authorizations in writing to the Board, an amount of Association dues as determined by the Association (but limited to local Association only) in accordance with written memorandum thereof to be filed by the Association with the Board. The Association shall be permitted to make dues check-off cards available through the schools. Members of the Association may rescind such authorization by written notice to the Association and the Superintendent of Schools.

E. Payroll Deductions

The district will provide payroll deductions for payment of loans to Teachers Federal Credit Union. In such a case, the employee shall file a payroll deduction form with the business office.

F. Labor Management Committee

The parties agree to refer to a Labor Management Committee the overall duties of School Monitors, Teaching Assistants, and Health Aides. Such Labor Management Committee shall also consider circumstances with respect to rehiring. Under no circumstances shall administration or its designees be required to participate in such committee meetings more than once per month.

G. Jury Duty

Salary deduction equivalent only to jury pay received will be made.

H. Withholding of Salary Increases

Notwithstanding the above, in the event that the Superintendent or his/her designee finds that the overall performance of an employee for a particular school year is unsatisfactory, the Superintendent may recommend to the Board of Education that all or a portion of the employee's annual raise (increment and/or other raise) or longevity payment(s) be withheld. For the purpose of this provision, an overall unsatisfactory rating must appear on the annual evaluation form submitted by the employee's supervisor each year. In the event that the Superintendent makes a recommendation as per this provision to withhold salary raises or longevity and the Board approves same, such employee shall have the right to appeal the Board's approval of the Superintendent's recommendation, within ten days after receiving notice of same. Such an appeal must be taken directly to the Board of Education and must be requested in writing to the Superintendent's office. The Board's decision on the appeal shall be final.

The withholding of salary raises or longevity payments shall not be effectuated in an illegally discriminatory fashion. Furthermore, such withholding will not be used as a substitute for disciplinary action. However, the Superintendent shall have the right to make a recommendation to withhold such raises or longevity payments if, due to an employee's misconduct and/or incompetence, said employee receives an overall unsatisfactory rating in an annual evaluation.

I. Short Term Disability

In the 1997-98 school year and thereafter, the Board will contribute the sum of \$60.00 toward the cost of a short-term disability plan for employees. The insurance plan will be determined by the Board after consultation with the Association. Such plan will be administered by the Board.

J. Parent/Teacher Conference Days

On days when unit members are called in to work during times when Parent/Teacher Conferences are being conducted, said employees shall be paid for the time worked calculated at their applicable hourly rate. Administration shall retain the discretion to refrain from calling unit employees in to work on parent/teacher conference days.

K. Flexible Benefits Plan

The District shall permit employees to participate in a District Flexible Benefits Plan which complies with Section 125 of the United States Internal Revenue Code.

L. Superintendent Conference Days

On days when unit members work during Superintendent Conferences, said employees shall be paid for the time worked calculated at their applicable hourly rate. All unit employees shall work a minimum of three (3) Superintendent Conference Days each year, provided the District conducts three (3) or more Superintendent Conference Days.

M. Unused Sick Leave

Full time personnel covered by this Agreement who submit to the Assistant Superintendent of Schools before April 15 of any school year a written statement of retirement under the New York State Employees Retirement System to take effect at the end of June of that school year shall be eligible for payment of his/her unused sick leave. This payment shall be included in the last salary voucher. For such employees who retire other than at the end of the year, six months written notice in advance is similarly required.

The accumulated sick leave payment for full time personnel covered by this Agreement will be 50% of the hourly rate at retirement. Employee

must have completed ten (10) years of service and have fifty (50) accrued sick leave days.

In the event retirement for any reason does not become effective, the sum advanced shall be returned to the District.

IV. MISCELLANEOUS PROVISIONS

A. The Board agrees to post announcements regarding any vacancies in existing positions or the creation of new positions. Preference in filling such vacancies or new positions shall be given to existing employees although this need not be the sole criteria for such appointment.

B. Members of the bargaining unit shall receive the hourly equivalent of seven (7) days of sick leave per school year which shall be cumulative to ninety (90) days. "Days" shall be defined as the employee's normal work day. Sick leave shall accumulate on an hourly basis.

Administration may require employees to provide a physician's written certification when absent due to illness in excess of three (3) days, or when absent immediately before or after a holiday and/ or vacation irrespective of the number of days absent.

Administration may also require employees to provide such written certification, irrespective of the number of days absent, if in Administration's opinion the employee has been excessively absent and/or has an unacceptable pattern of absenteeism. The failure of an employee to provide such a physician's certification upon request will result in the employee not being paid for the days of absence.

C. Death in Family: Full pay up to and including five (5) working days for death in the immediate family may be granted. Immediate family shall mean mother, father, sister, brother, son, daughter, husband, wife, mother-in-law and father-in-law. Two (2) days with full pay may be granted for death of maternal and paternal grandparents, uncle, aunt, brother-in-law and sister-in-law, daughter-in-law, son-in-law, niece, nephew, and grandchildren.

D. The Superintendent or his/her designee and representatives of the Association shall meet monthly at mutually agreed upon times during the year to consult informally on matters of District wide concern to the personnel covered by this agreement and to facilitate the implementation of this agreement. An agenda may be submitted in advance at the option of either party. Under no circumstances shall the Superintendent or his/her designee be required to meet with representatives of the Association more than once per month.

E. If school is closed for inclement weather, electrical power and heat shutdown by the direction of the Superintendent of Schools teaching assistants and monitors will be paid for the normal hours of such day customarily worked by such personnel.

F. The Board agrees to reproduce sufficient copies of this agreement to be distributed to all non-teaching personnel as defined herein.

G. Grievance procedure shall be in accordance with the policy of the Board, a copy of which is annexed hereto. Grievance shall mean any claimed violation, misinterpretation or inequitable application of all applicable Collective Bargaining Agreement.

A grievance must be filed within thirty (30) days after the grievant knew of the alleged violation or reasonably should have known of same. A failure to file a grievance within the aforementioned time period will result in an absolute waiver of such grievance.

H. In the event any provision of this agreement is in conflict with any law or statute now or hereinafter in effect, the law or statute shall prevail but the balance of the contract shall remain in full force and effect.

I. The Association may use existing bulletin boards as designated by the Board for the purpose of posting notices dealing with Association business.

J. The Association shall have the right to use school buildings for Association meetings in accordance with existing policy and upon application and approval of the Superintendent or his designee and provided such use does not interfere with the regular school program.

K. The president of the Association will be afforded up to five (5) hours per week (on the basis of 1 hour per month for 5 months) upon request made reasonably in advance to the building principal to conduct activities directly related to duties of the president.

L. Personnel covered by this Agreement will be accorded preference in employment in available summer projects although this shall not be the sole criteria for such employment.

M. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY ADMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT

BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

N. This agreement shall be contingent upon available and sufficient funds obtained by the Board under Titles of the Elementary and Secondary Education Act of 1965 as amended or any successor or other act of the federal government which funds in whole or in part the services of the personnel covered by this agreement.

O. In determining the order of lay-offs, seniority will be considered by the District but shall not be the sole exclusive factor. Other factors including qualifications, special skills or training, and ability to perform the job will also be considered. The same factors shall apply in determining recall.

P. If monitor or teaching assistant is away on a field trip during regular lunch hour, such lunch hour time will be compensated.

Q. Personnel covered by this agreement shall not be expected to pay expenses such as admission fees, transportation costs or similar expenses incurred on class field trips.

R. Monitors and teaching assistants will be compensated for Christmas Day, New Year's Day, Thanksgiving Day and Friday after Thanksgiving, and Martin Luther King's birthday as paid holidays. Beginning 1987-88, Memorial Day will be an additional paid holiday. Personnel covered by this agreement will be paid for the normal hours of such days customarily worked by them.

S. After one (1) year of employment, monitors and teaching assistants may, at the sole discretion of the Board, be granted a leave of absence without pay or other benefits. All applications for leaves of absence pursuant to these provisions must be made at least seven (7) calendar days in advance in writing to the superintendent of schools, unless the superintendent determines that the leave was taken under emergency circumstances, making it a practical impossibility for the employee to submit the written notice in advance pursuant to this provision.

T. Whenever an involuntary transfer is made personnel covered by this agreement will be entitled, upon request, to meet with the Assistant Superintendent for Personnel and Administration or designee.

U. If calendar is changed and personnel lose a work day, makeup time will be afforded by the end of the school year.

V. Personnel covered by this agreement when directed by the Assistant Superintendent for Personnel and Administration to attend Superintendent's Hearing after normal working hours will be compensated at regular hourly rate of pay for time spent at the hearing.

W. Personnel covered by this agreement who work for four (4) or more hours per day will receive a ten (10) minute break per day.

X. The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement and therefore agree that negotiations will not be re-opened on any item whether contained herein or not, during the life of this agreement.

Y. This agreement may not be changed orally and may only be changed by a writing signed by both parties.

Z. Employees sustaining compensable on-the-job injuries are required to file the appropriate claim forms with the administrators designated to receive same by Central Administration, and the District's Worker's Compensation Administrator, within 48 hours of the occurrence of the on-the-job injury giving rise to the claim. Claims not filed according to this provision shall be deemed waived, unless the employee can show to the satisfaction of administration that he/she was physically unable to communicate verbally and/or in writing, personally or through his/her representative to the aforementioned administrators within the aforementioned time period, due to the employee's on-the-job injuries. Except as specifically set forth herein, nothing contained in this

provision shall be deemed a waiver of the employee's rights to file a Worker's Compensation claim.

In witness whereof, the parties hereto have set their hands and seals this day of June, 2005.

Board of Education
Amityville Union Free School District
Amityville, NY 11701

By *Thomas X. Egley*
President

Amityville Teaching Assistants, Monitors,
Health Aides and Special Education Aides
Unit, CSEA, Inc.

By *Mary Ryan*
President

Civil Service Employees Association
Local 1000, AFSCME, AFL-CIO

By *Kenneth L. Butler*

[s:amityville/contracts/CBAs/ta-monitor0307](#)

AMITYVILLE UNION FREE SCHOOL DISTRICT
Amityville, NY 11701

GRIEVANCE & EMPLOYEE COUNSELING PROGRAM
For NON-INSTRUCTIONAL EMPLOYEES

Personnel in the Amityville Union Free School District have personal and professional problems which cannot always be solved by the individual employee or his associates. An employee, under certain conditions, may feel the need for help with his/her problem from some person in the school system who can offer him/her guidance and counsel and who can assist him in solving his problem wisely and expeditiously. The Amityville Board of Education and the school administration are anxious to give this type of service to all personnel.

Problems that cannot be adjusted by the individual employee should be accorded fair and prompt treatment by the proper authorities. This procedure is outlined in order that these problems may be handled in an efficient and just manner and that all may be informed of the procedure to be followed.

Declaration of Policy

In order to establish a more harmonious and cooperative relationship between a Board of Education and its employees, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences whereby employees may present grievances, free from coercion, interference, restraint, discrimination or reprisal.

1. "Employer" shall mean the Board of Education, Amityville Union Free School District, Amityville, Long Island, New York.
2. Grievance shall mean any claimed violation, misinterpretation or inequitable application of the applicable Collective Bargaining Agreement.

A grievance must be filed within thirty (30) days after the grievant knew of the alleged violation or reasonably should have known of same. A failure to file a grievance within the aforementioned time period will result in an absolute waiver of such grievance.

3. Assistant Superintendent of Schools shall mean the Assistant Superintendent of Personnel & Administration, Amityville Union Free School District, or his/her designee.

Procedural Stages

Step I – (Informal)

The first procedural stage shall consist of the employee's presentation of his/her grievance to immediate supervisor for the discussion and informal resolution of the problem. In the Amityville Union Free School District the immediate supervisor shall mean supervisor or administrator the employee reports directly to in the conduct of his/her job responsibilities.

If the grievance is not resolved with the help and direction of the immediate supervisor, the aggrieved, if he/she so desires, shall within five (5) school days, refer the grievance to the Assistant Superintendent of Schools.

Initiation of Stage II – (Formal)

Employee's Responsibility

A. To institute formal proceedings, the employee shall fill out the prescribed grievance form in triplicate. The original copy shall be sent to the Assistant Superintendent of Schools, a copy shall be sent to the immediate supervisor, and the third copy shall be retained by the employee. This document shall state the specific nature of the grievance and include the following:

Background of grievance
Evidence supporting the grievance
Action taken thus far to resolve the grievance
Reason for dissatisfaction with action taken during
the informal proceedings

B. The immediate supervisor working on the grievance case shall furnish the Assistant Superintendent of Schools with a written resume of the informal proceedings of Stage I, indicating his decision in the specific grievance and the reasoning supporting his decision.

Step II — Assistant Superintendent of School Formal Review

The Assistant Superintendent of Schools or designee will study the grievance presented. This may involve conferences with the employee or the employee's representative, immediate supervisor and employee's colleagues. Following study, the Assistant Superintendent of Schools will render his decision to the employee, no later than five (5) school days following written receipt of said grievance. If the employee rejects the

decision, he/she may elect to proceed to Stage III – Board of Education Review – by filing grievance within five (5) school days after receiving the Assistant Superintendent of School’s formal action.

Initiation of Stage III (Formal)

Employee’s Responsibility

A. Inform the Assistant Superintendent of Schools of intent to continue formal proceedings to Board of Education Review. The employee must present the grievance, in writing, to the Assistant Superintendent of Schools or designee, for transmittal to the Board of Education. This document shall state the specific nature of the grievance and include the following:

- Background of grievance
- Evidence supporting the grievance
- Action taken thus far to resolve the grievance
- Reason for dissatisfaction with action taken
thus far to resolve the grievance

B. The Assistant Superintendent of Schools will forward to the Board of Education all materials presented by the aggrieved employee plus a copy of any documents which may prove helpful to the Board of Education during its deliberations.

Step III –Board of Education Review

All grievance proceeding shall take place at meetings of the Board of Education within ten (10) days following receipt of said grievance.

A Hearing will be held and the employee has the right to be represented.

A simple majority vote of the total board membership will constitute action on any grievance presented. A written decision will be rendered the employee within five (5) school days following such hearing.

None of the foregoing is to be construed to imply that the employee gives up any right as defined in the Consolidated Education Law, Civil Service Law, New York State Teachers Retirement Law or Regulations of the Commissioner of Education.

GRIEVANCE FORM

Date Submitted _____

TO: _____

FROM: _____

BACKGROUND of GRIEVANCE:

EVIDENCE SUPPORTING GRIEVANCE:

ACTION TAKEN to RESOLVE GRIEVANCE:

REASON for DISSATISFACTION REGARDING GRIEVANCE:

Signature _____

Position _____

This form should be completed in triplicate:

- Copy 1: Assistant Superintendent for Personnel & Administration
- Copy 2: To Immediate Supervisor
- Copy 3: To be retained by employee
(Additional sheets may be attached if needed.)

