

AGREEMENT BETWEEN

CITY SCHOOL DISTRICT OF GLEN COVE

and

UNITED PUBLIC SERVICE EMPLOYEES UNION, SECURITY GUARD UNIT

JULY 1, 2022 to JUNE 30, 2026

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The Collective Bargaining Agreement between the BOARD OF EDUCATION OF THE GLEN COVE CITY SCHOOL DISTRICT (hereinafter referred to as the "District" or the "Board") and the UNITED PUBLIC SERVICE EMPLOYEES UNION (hereinafter referred to as the "Union") shall be constituted as delineated herein.

Article I – Recognition

The Board recognizes the Union as the exclusive representative of all security guards and security aides employed by the District. All other personnel employed by the Board of Education are excluded from this unit, including the Director of Security.

Article II – Management Rights

The Board shall retain exclusively all management rights and prerogatives inherently or at law within the province of an employer absent contractual agreement, unless otherwise specifically provided in this Agreement.

Effective July 1, 2022, the District shall develop and implement an evaluation procedure for unit members.

Article III – Payroll Deductions

The Board agrees to deduct from the salaries of its employees dues and insurance premiums or other monies for the Union as said employees individually and voluntarily authorize the Board to deduct and to transmit such monies to the United Public Service Employees Union, 3555 Veterans Memorial Highway, Suite H, Ronkonkoma, New York 11779.

Article IV – Taylor Law

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.

Article V – No Strike Pledge

The Union and its membership agree not to strike for the duration of this agreement During the life of this agreement, the Union shall not prompt or induce any employee of the District to engage directly or indirectly in any work stoppage and/or job action, strike or any other such activity which is prohibited by law. The District agrees that there will be no lockout during the terms of the Agreement.

Article VI – Duration

This Agreement shall be effective from July 1, 2022 through June 30, 2026. At any time subsequent to January 15, 2026 either party may give notice of its intentions to open negotiations for a new agreement.

Article VII – Work Year

All unit members shall be 10-month employees and shall work the same calendar as the District's teachers.

Article VIII – Work Day

The work day shall be eight (8) hours, inclusive of a lunch break which is the equivalent of one (1) period at the building in which the employee is working.

Article IX – Health Insurance

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

Unit members hired prior to January 21, 2016 shall pay 17% of the cost of the premium for individual or family health insurance coverage, which shall increase to 18% effective July 1, 2023. Unit members hired on or after January 21, 2016 shall pay 18% of the cost of the premium for individual or family health insurance coverage, which shall increase to 19% effective July 1, 2023. Any unit member hired after May 22, 2019 shall pay 20% of the cost of the premium for individual or family health insurance coverage.

Article X – Dental Insurance

Unit members shall receive dental benefits. Effective July 1, 2015, the District shall pay up to $62.00 per month for the cost of dental insurance. Any additional premiums shall be borne by the unit member.

Article XI – Grievance Procedure

In order to establish a more harmonious and cooperative relationship between the District and its employees, the policy and purpose of this procedure is to provide for the settlement of differences through an orderly grievance procedure.

Any dispute arising concerning the interpretation or application of the terms of this Agreement (or the rights claimed to exist thereunder) shall be processed in accordance with the following procedure.

Step 1:
The unit member orally and informally shall confer with his/her immediate supervisor.

Step 2:
If the grievance is not resolved to the satisfaction of the unit member at Step 1, he/she may file a written grievance with his/her immediate supervisor, provided that this has not been accomplished at Step 1. Failure to bring a grievance to this section within twenty (20) working days of the occurrence or act forming the basis for the grievance will result in the grievance being waived. The direct supervisor has ten (10) working days to file a written response to the grievance.

Step 3:
If the grievance is not resolved at Step 2, or if no decision is rendered within ten (10) working days, the unit member or unit representative may submit his/her grievance, in writing, to the Superintendent for a review of the grievance within ten (10) working days of the Step 2 decision or, in the event that no decision is rendered, within ten (10) working days of the due date of the Step 2 decision. The Superintendent has twenty (20) working days to file a written response to the grievance. The Superintendent may call for a meeting to hear the grievance.

Step 4:
If the decision of the Superintendent of Schools fails to resolve the grievance, or if no decision is rendered within twenty (20) working days, petition shall be made to the Board of Education within ten (10) working days for a review and determination. The determination of the Board of Education shall be final and binding.

Article XII – Salary

The starting salary and base wages for all unit members shall be adjusted as follows:

Effective July 1, 2022: $3.50 per hour increase on base salary for all unit members including the Security Supervisor. The starting salary shall be $18.23.

Effective July 1, 2023: $1.50 per hour increase on base salary for all unit members including the Security Supervisor. The starting salary shall be $19.73.

Effective July 1, 2024: $1.50 per hour increase on base salary for all unit members including the Security Supervisor. The starting salary shall be $21.23.

Effective July 1, 2025: $1.50 per hour increase on base salary for all unit members including the Security Supervisor. The starting salary shall be $22.73.

Article XIII – Longevity

Effective July 1, 2022, unit members shall receive longevity as follows:

After 5 years - $1,000.00
After 10 years - $1,000.00
After 15 years - $1,000.00
After 20 years - $500.00
After 25 years - $500.00

All longevity payments shall be made annually. Payments listed above are intended to be cumulative. That is, a unit member shall receive $1,000 per year for years 6-10; $2,000 per year for years 11-15; $3,000 per year for years 16-20; $3,500 for years 21-25; and $4,000 for years 26 and over.

Article XIV – Bereavement Leave

Unit members receive up to three (3) days in any single school year, not to be accumulated, for death in the immediate family. For the purposes of this provision, immediate family is defined as employee's spouse, children, mother, father, sister, brother, or relative living in the immediate household.

Article XV – Sick Leave

Unit members shall be entitled, during each year of active service in the District, to twelve (12) days of absence with full salary for the purpose of meeting personal illness, two (2) of which may be used for personal obligations. If not used, these days may be accumulated to a maximum of 180 days.

A unit member must file a written request with the Director of Security at least two (2) working days in advance for all leave for the purpose of personal obligations, except in the event of emergency.

The District may require a doctor's note as a result of any absence due to personal illness of three (3) or more consecutive days.

Effective July 1, 2022, unit members with at least sixty (60) accumulated sick/personal days at the time of their retirement from the District into the New York State Employees Retirement System shall receive, at the time of retirement, one (1) day's pay for every two (2) days of accumulated unused sick leave. Of the 150 possible days that may be accumulated, only 120 days may be accounted for a maximum of sixty (60) days retirement pay.

Article XVI – Military Service

Both parties agree that all statutes and valid regulations, relative to the reinstatement and employment of veterans shall be observed with the same force and effect as if written into this Agreement.

Article XVII – Jury Duty

Any employee required to serve jury duty shall be paid the difference between his/her regular daily pay rate and any monies received from serving excluding travel pay.

Article XVIII – Non-Discrimination

There shall be no discrimination against any present or future employee by reason of sex, race, creed, color, national origin, age, or Union membership.

Article XIX – Savings Clause

If at any time any provision of this Agreement shall be held by the appropriate court or administrative agency to be in conflict with any federal, state or local laws, said provision shall no longer be in effect. The remainder of the Agreement, however, shall remain in full force and effect.

Dated: June 30TH, 2023
Glen Cove, New York

GLEN COVE CITY SCHOOL DISTRICT
SCHOOL DISTRICT

Dr. Maria L. Rianna
Superintendent of Schools
12/8/2023

UNITED PUBLIC SERVICE EMPLOYEES UNION

Kevin Boyle
President