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#### **Contract Database Metadata Elements**

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**Employer Name: Nassau County BOCES**

**Union: Nassau BOCES English As Second Language Instructors, Nassau BOCES Central Council of Teachers (NABCOT), New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO**

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AGREEMENT

between

NASSAU BOCES CENTRAL COUNCIL OF  
TEACHERS  
LOCAL 2551, NEW YORK STATE UNITED TEACHERS  
AMERICAN FEDERATION OF TEACHERS  
AFL-CIO

and

THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES  
OF NASSAU COUNTY

for

THE UNIT OF ENGLISH AS SECOND LANGUAGE  
INSTRUCTORS

\* \* \* \*

July 1, 2005 - June 30, 2009

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## ARTICLE I - THE AGREEMENT

### Section 1. Recognition of Unit

- 1.1 The Board of Cooperative Educational Services of Nassau County (hereinafter referred to as the "Board" or "BOCES") recognizes the Nassau BOCES Central Council of Teachers (hereinafter referred to as "NABCOT") as the sole and exclusive collective and negotiating representative for English as Second Language Instructors (ESLI) employed by the Board for fifteen (15) or more hours per week.
- 1.2 Recognition shall be the maximum period possible.

### Section 2. Priority of Agreement. Savings Clause

Should any part of this Agreement be declared unlawful or enforceable by final decision of the highest court of competent jurisdiction, the remainder of the Agreement shall remain valid.

### Section 3. Taylor Act Provision (Section 204a)

**IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION 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.**

### Section 4. Duration

This contract shall be effective on, and retroactive to July 1, 2005, except as otherwise set forth herein, and shall terminate on June 30, 2009.

## ARTICLE II - UNION STATUS AND RIGHTS

### Section 1. Non-Discrimination

The BOCES and its administrative personnel shall not discriminate against any member of the negotiating unit on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, membership or participation in or association with the activities of any employee organization.

## Section 2. Dues Deduction and Remittance

The Board shall deduct union dues out of current wages payable to each employee of NABCOT who has so authorized, or hereafter so authorizes, the deduction. Such deduction shall be made upon receipt of a duly executed payroll deduction authorization of the employee, prepared by NABCOT. The dues deducted will be submitted to NABCOT by the fifteenth (15<sup>th</sup>) of the following month with a computer printout sheet. During each school year, additions to the list of authorized membership dues deduction will be made if the Board receives a listing of the additions and employee authorization on or before December 15<sup>th</sup> of each year and within sixty (60) days of the date of the employee's employment, whichever is later.

## Section 3. Agency Fee

Pursuant to the passage of legislation enabling the implementation of an Agency Shop Fee, the District does hereby agree that no later than thirty (30) days after the effective date of employment, each employee who is not a member of NABCOT will pay to the collective bargaining agent each month a service charge toward the administration of this agreement and the representation of such employee; provided, however, that each employee will have available to him/her membership in NABCOT on the same terms and conditions as are available to every other member of the Union. The service charge shall be an amount equal to the collective bargaining agent's regular and usual initiation fee, if any, and monthly dues for each month thereafter in an amount equal to the regular and usual monthly dues. The District shall deduct such fee in the same manner the membership dues are deducted.

Any instructor from whom an agency fee has been deducted pursuant to this provision who has any objection thereto shall be limited to processing his/her objection in accordance with organizational appeal procedures contained in a separate organizational document governing such appeals.

NABCOT will indemnify and save the District harmless from any and all costs arising out of litigation in any form concerning the application of the provisions of this Article.

## Section 4. Use of Board Facilities

- 4.1 Union Meetings: NABCOT may use school facilities, when available, for its meetings with instructors, provided that such meetings will not be held during the instructional program and provided that reasonable advance notice is given by NABCOT.

Section 5. Labor Management Committee

There shall be established a Labor Management Committee consisting of representatives appointed by the District Superintendent of Schools and representatives appointed by NABCOT. Said committee shall meet from time to time, at the request of either party, to discuss matters of mutual concern.

ARTICLE III -PROFESSIONAL STATUS AND RIGHTS

Section 1. Instructor Evaluation Procedures

- 1.1 Every instructor shall receive annually, prior to the end of the school year, a copy of his/her final evaluation form.
- 1.2 Mechanical or electronic devices shall not be used for evaluation of instructors without their permission.
- 1.3 If an instructor desires a conference relating to his/her evaluation report, request for such conferences must be made by the instructor within five (5) school days after receipt of such report and the administrator shall schedule such conferences within five (5) school days after such request.
- 1.4 Each instructor shall have the right, upon request, to review the contents of his/her own personal file emanating from the School District as maintained by the division head, principal, department chairperson, or supervisor. This excludes confidential papers from outside the school system. Upon reviewing the file, the instructor shall initial the contents thereof. Refusal to initial shall not require the removal of any such material in his/her file. Such initialing is for the purpose of establishing that the instructor has been informed of the material and is not to be construed as agreement or disagreement with the material. The instructor shall have the right to introduce into his/her file any response to the material. An instructor requesting the opportunity to review his/her file shall be informed of other files in the District that bear his/her name so that he/she may review them as he/she wishes. Upon two (2) days written request by the instructor, a copy of any such material shall be reproduced at cost to the instructor.

Section 2. Transfers

2.1 Voluntary Transfers:

- 2.11 Any instructor may submit a written request to the Human Resources Department with a copy to his/her supervisor for a transfer to another work location or assignment. These requests shall be filed in accordance with a deadline established annually. Such requests may be submitted even though an opening does not exist at the time thereof.
- 2.12 If an opening exists and voluntary transfer request is denied, upon request the employee will be provided in writing with the reason for the denial.

Section 3. Assistance in Assault Cases

- 3.1 Instructors shall be required to report all cases of assault and/or battery suffered by them to their supervisor, who shall be required to report all such cases of assault and/or battery suffered by instructors in connection with their employment, to the District Superintendent and the Board attorney. Copies of this report shall be sent to the instructor involved and to NABCOT if it so requests. Upon request, the attorney shall inform the instructor of his/her rights under the law. When criminal action is taken against a student because of an assault upon an instructor, the Board attorney shall notify the instructor of his/her readiness to assist the instructor as follows:
  - 3.11 By obtaining from the police and from the principal relevant information concerning the offender.
  - 3.12 By accompanying the instructor in court appearances, when needed; and by acting in other appropriate ways as liaison between teacher, police and courts.

Section 4. Dismissal and/or Termination

- 4.1 An instructor who is advised that his/her services are to be terminated shall be entitled, upon request, to a meeting with the District Superintendent, or his/her designee.



## ARTICLE IV - WORKING CONDITIONS

### Section 1. Work Day

#### 1.1 Local Component - School & District-Based Programs:

BOCES ESL Instructors who work within a component School District facility shall work the same duty day and calendar as the local School District unless the BOCES administration finds that the BOCES duty day and/or calendar would be more beneficial for the needs of the children in specific programs. In such situations, the instructor may be required to work the BOCES duty day and calendar.

BOCES instructors who work within a component School District and are assigned to a non-public elementary or secondary school facility shall work the same duty day and school calendar as the non-public school.

#### 1.2 BOCES Programs:

BOCES ESL Instructors who work in BOCES shall work the duty day and shall utilize the annual BOCES school calendar.

#### 1.3 ESL Instructors who teach twenty (20) or more hours per week will be compensated at the rate of four (4) hours of preparation time per week for the period of July 1, 2005 to December 6, 2006.

ESL Instructors who teach twenty (20) or more hours per week will be compensated at the rate of five (5) hours of preparation time per week effective December 7, 2006.

ESL Instructors who teach fewer than twenty (20) hours per week but fifteen (15) or more hours per week will be compensated at the rate of three (3) hours of preparation time per week for the period of July 1, 2005 to December 6, 2006.

ESL Instructors who teach fewer than twenty (20) hours per week but fifteen (15) or more hours per week will be compensated at the rate of four (4) hours of preparation time per week effective December 7, 2006.

ESL Instructors who attend meetings or workshops required by the Administration which extend beyond one (1) hour shall be paid for

each half-hour increment of time that they attend.

- 1.4 The holidays listed below shall be granted as paid holidays (i.e., holiday pay of three [3] hours per approved holiday) if the instructor is on payroll and said holiday falls within his/her period of employment for the period July 1, 2005 to June 30, 2006. Effective July 1, 2006, the holidays listed below shall be granted as paid holidays (i.e., holiday pay equal (in hours) to the employee's regularly assigned daily work schedule) if the instructor is on payroll and said holiday falls within his/her period of employment:

Labor Day  
Rosh Hashanah  
Yom Kippur  
Columbus Day  
Election Day (Presidential Elections Only)  
Veterans Day  
Thanksgiving Recess  
December 8th \*  
Christmas/New Year's Recess  
Martin Luther King Day  
Winter Recess  
Spring Recess  
Memorial Day

\* If the ESL Instructor works in the Bethpage and/or Plainview School Districts and if said date is a holiday in said District.

ESL Instructors will receive holiday pay if the Spring Recess is split into different holiday periods for Easter and Passover.

## ARTICLE V - COMPENSATION

### Section 1. Salary

- 1.1 Effective, July 1, 2005, each instructor's hourly rate shall be increased by 3¼ percent; as of July 1, 2006, by 4 percent; as of July 1, 2007, by 4¼ percent; and as of July 1, 2008, by 4½ percent.

- 1.2 Initial placement for salary for instructors with at least a B.A. degree shall be based at a minimum hourly starting salary of \$29.53. Effective 7/1/06, unit members with a Master's Degree shall receive \$1.25 per hour above their regular rate of pay. Proof of the Master's Degree must be provided to Human Resources before the rate will be adjusted.
- 1.3 University/College Credit – Effective January 1, 2007, unit members who earn nine (9) college/university or in-service course credits shall receive a one (\$1.00) dollar per hour increase on their hourly rate for each nine (9) credits. In order to be eligible for said one (\$1.00) dollar increase, the credits must be pre-approved by the Department of Human Resources in writing thirty (30) days prior to the commencement of the course and must relate to the instructor's job at the BOCES.
- 1.4 New Hires – Acknowledging that the BOCES has the right to hire a new unit member at a higher rate than set forth herein, all new employees hired after December 7, 2006, shall be granted credit for prior teaching experience at the rate of \$.50 per hour for each year of experience, up to a maximum of four (4) years. Such prior teacher experience shall follow existing practice for approvable experience and certification of the prior experience must be provided by the unit member.
- 1.5 Longevity - Unit members who complete five (5) years of BOCES service will receive an additional \$1.25 per hour on wages, and unit members who complete ten (10) years of BOCES service will receive an additional \$1.75 per hour on wages

Section 2. Manner of Payment

- 2.1 Salary shall be paid twice monthly, no later than the fifteenth (15<sup>th</sup>) day and the last working day of the month, in accordance with the hourly earnings of the employee on a lag payroll basis. In the event that BOCES institutes a payroll on a biweekly basis, NABCOT shall be given thirty (30) days notice prior to said implementation.

Section 3. Car Allowance

- 3.1 Effective following ratification of this agreement by both parties, ESL Instructors whose assignments require them to travel to more than one school location in a single school day shall be paid a car

allowance, computed on the basis of the per mile rate established by BOCES, with mileage measured from the location of the first assigned school of the day, in between, and last assigned school of the day.

- 3.2 ESL Instructors shall be paid mileage for travel measured from the last assigned school of the day to the monthly faculty meeting called by the administration.

#### Section 4. Payroll Deductions

BOCES shall offer the employee the opportunity to participate in a U.S. Savings Bond, Nassau Educators Federal Credit Union payroll deduction plan, and the New York State United Teachers Benefit Trust Payroll Distribution Plan. The employee will sign a deduction form specifying amount and manner of deduction.

#### Section 5. Direct Deposit Plan

All unit members may participate in the BOCES' Direct Deposit Plan.

### ARTICLE VI - EMPLOYEE BENEFITS

#### Section 1. Sick Leave, Personal Leave, and Leave of Absence

##### 1.1 Sick Leave

An instructor whose contract of employment with the Board specifies an employment period of less than twelve (12) months duration in any fiscal year and who is in the employ of the Board at the commencement of the school year, shall be credited with seventy-two (72) hours (equivalent to 12 days) of sick leave with pay, as of the first day of the school year cumulative to three hundred thirty (330) hours (equivalent to 55 days). An instructor who enters the employ of the Board after the commencement of the school year shall be credited with paid sick leave on a pro rata basis. While sick leave shall be credited to each instructor in accordance with the above, instructors shall be considered to earn such leave at the rate of six (6) hours (equivalent to 1 day) per month of employment or fraction thereof during the school year. In the event of separation of service during the year, sick leave used but not earned will be deducted from salary.

##### 1.2 Personal Leave

- 1.21 Two (2) days of personal leave per year shall be granted to full-time ESL Instructors. Said personal leave shall be prorated for regular part-time instructors, based on the portion of the time worked by the employee in relation to full-time

employment.

- 1.22 The reason for a request for personal leave shall be stated in writing for a day to be taken which is immediately prior to or following a day when schools are closed.
- 1.23 Personal leave days shall not be used by instructors for the purpose of extending a holiday.
- 1.24 At the conclusion of each school year, unit members will be permitted to convert unused personal days to sick leave, provided that the contractual limitation on sick leave accumulation is not exceeded. Said conversion privilege shall be limited to whole days, i.e., no fractions of personal days may be converted.

### 1.3 Leave of Absence

Unit members may be granted a leave of absence without pay for good cause upon the written approval of the District Superintendent, not to exceed one (1) year, subject to Board approval.

## Section 2. Bereavement Leave

- 2.1 Leave shall be one (1) day, except in case of immediate family (spouse, children, brother or sister, spouse's brother or sister, parents, substitute parents, grandparents, parents of the instructor's spouse, spouse of instructor's child, and domestic partner), as defined and limited under the Health Insurance Program provided by the New York State Government Health Benefits Program in effect, when it shall be five (5) days not deductible from any other leave allowance. Additional exceptions may be approved by the Board.
- 2.2 Bereavement leave will be prorated for regular part-time instructors based upon the portion of time worked in relation to full-time employment.

Section 3. Insurance

- 3.1 The group health insurance program now in effect for employees, their dependents, and domestic partners, as defined and limited under the Health Insurance Program provided by the New York State Government Employees Health Benefits Program in effect, shall continue. Each unit member shall contribute annually 10 percent (10%) of premiums for individual health coverage and 10 percent (10%) percent of premiums for family health coverage for the period of July 1, 2005 to December 31, 2006.

Effective January 1, 2007, each unit member shall contribute annually fifteen (15%) percent of premiums for individual health coverage and fifteen (15%) percent of premiums for family health coverage.

Effective July 1, 2007, each unit member shall contribute annually seventeen (17%) percent of premiums for individual health coverage and seventeen (17%) percent of premiums for family health coverage.

Effective July 1, 2008, each unit member shall contribute annually twenty (20%) percent of premiums for individual health coverage and twenty (20%) percent of premiums for family health coverage.

For employees who elect coverage other than the New York State Government Employees Comprehensive Health Insurance Plan, the Board's contribution shall not exceed the Board's share of the premium cost of coverage in the New York State plan. Unit members shall be permitted to participate in the Nassau BOCES Cafeteria Plan respecting payment of their contribution to health insurance premiums established pursuant to Internal Revenue Code in accordance with the contract between BOCES and the NABCOT teacher unit.

- 3.2 In the event of a layoff, a Unit member enrolled and participating in the BOCES' Health Insurance Plan shall continue to be covered for up to four (4) months thereafter at BOCES' expense, unless the member becomes sooner employed elsewhere during said period.
- 3.3 Insurance coverage for employees shall include liability and malpractice.
- 3.4 If an instructor earns a total of \$10,000 or more per year, he/she shall be granted the benefits included under subsections 3.1, 3.2, and 3.3 above.

- 3.5 Health Insurance Bonus Waiver – Effective July 1, 2007, except as set forth below, unit members who, upon presentation of evidence of dual coverage and execution of an appropriate waiver agreement, voluntarily waive health insurance coverage for an entire fiscal year shall, following the conclusion of said fiscal year, receive a bonus payment of twenty-five hundred (\$2,500) dollars for individual coverage or four thousand (\$4,000) dollars for family coverage, as applicable to the unit member. Eligibility for a bonus based upon the premium for family coverage shall be limited to persons in the unit as of November 14, 2006. Persons hired after November 14, 2006, shall not be eligible for the bonus based upon the family coverage premium (i.e., \$4,000) under any circumstance and shall only be eligible for a bonus amount based upon the annual premium cost of individual coverage (i.e., \$2,500).

Bonuses shall not become part of the unit members' base salary. Subject to insurance carrier rules and regulations and to the above, employees who execute waivers shall be permitted to rescind the waivers due to changes in personal circumstances, and to re-enter the health insurance plan, or to change back from the individual coverage to family coverage prior to the expiration of a full fiscal year. In such instances, however, no bonus payment shall be made regardless of the length of the waiver period.

- 3.6 Life Insurance - Unit members will be provided with ten thousand (\$10,000) dollars of group term life insurance at no cost to the member for the period of July 1, 2005 to December 31, 2006. Effective January 1, 2007, unit members will be provided with twenty thousand (\$20,000) dollars of group term life insurance at no cost to the member.
- 3.7 Dental Insurance - The dental insurance plan offered to bargaining unit members represented by NABCOT shall be offered to ESL unit members who work twenty (20) hours or more per week, at the member's option. The BOCES premium contribution to the plan shall be two hundred (\$200) dollars per year for each eligible unit member for the period of July 1, 2005 to December 31, 2006. Effective January 1, 2007, the BOCES premium contribution to the plan shall be two hundred fifty (\$250) dollars per year for each eligible unit member. Effective July 1, 2007, the BOCES premium contribution to the plan shall be two hundred seventy-five (\$275) dollars per year for each eligible unit member. Effective July 1, 2008, the BOCES

premium contribution to the plan shall be three hundred (\$300) dollars per year for each eligible unit member.

Section 4. Tax-Sheltered Annuities

- 4.1 The Board will provide unit members with the opportunity to participate in tax-sheltered annuity plans, such plans to conform to procedures approved by the Board.
- 4.2 Each participating employee may elect participation in or withdrawal from plans twice per year.
- 4.3 The Board shall not be required to provide more than ten (10) plans, unless existing plans are canceled due to nonparticipation, and the number of available plans falls below ten (10). In such event, an additional tax-sheltered annuity plan may be added.

Section 5. In-service Courses

- 5.1 If additional seats should become available in BOCES inservice courses after the needs of the subscribing Districts have been met, they shall be made available to BOCES ESL personnel for their own benefit and the advancement of the educational program.

Section 6. Damage to Personal Property

If an instructor sustains damage or loss to any article of clothing, or other personal property on the person of the instructor, as the result of an accident or of an assault and/or battery by a student, while the instructor is discharging his/her duties in the scope of his/her employment, such damage or loss shall be reimbursed by BOCES as follows:

- (1) The accident or assault and/or battery must be reported within five (5) school days of the occurrence to the instructor's supervisor, specifying the pertinent facts thereof, together with a statement of the article of clothing destroyed or damaged, with a description of the damage.
- (2) In no event shall BOCES be liable for any damage or loss in excess of \$500.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1. Definition

The term grievance shall mean any claimed violation of this contract administrative



regulation or Board policy affecting working conditions.

Section 2. Procedure to be Followed

All grievances shall be processed in the following manner:

2.1 First Step

- 2.11 An employee who claims to have a grievance shall present the grievance to his/her supervisor, principal, or program coordinator, as the case may be, or to his/her designee within twenty (20) days after the grievance occurs, specifying the grievance and requesting a conference to discuss the grievance. Said conference shall occur within five (5) school days of the date of filing of the grievance.
- 2.12 The Supervisor shall discuss the grievance with the employee and make such investigation as he/she deems appropriate.
- 2.13 Within ten (10) days after presentation of the grievance to the supervisor, said supervisor shall make his/her decision and communicate same, in writing, to the employee presenting the grievance and the Department of Human Resources.

2.2 Second Step

- 2.21 If the grievance is not resolved by the supervisor on the basis of the first step, the Department of Human Resources as assisted by the Department Executive Director or his/her designee shall receive all records and reports relative to the grievance.

2.22 The employee may request of the Executive Director of Human Resources a review of the determination made by the supervisor in the first step in this procedure. Said requests for review by the Executive Director of Human Resources shall be submitted in writing, within seven (7) days after the receipt of the said determination in the first step of this procedure. A conference shall be scheduled within five (5) school days thereafter. The Executive Director of Human Resources or his/her designee will review the decision in the first step of this procedure and make a determination within twenty (20) days of receipt of the request for a review following the aforesaid conference.

### 2.3 Third Step

The employee may request in writing a conference with the District Superintendent or his/her designee to review the determination made in the first and second steps of this procedure. Said request must be submitted to the District Superintendent within seven (7) days after receipt of the determination made in the second step of this procedure. The Office of the Superintendent shall set a date for said conference within seven (7) days of the receipt of the request and shall notify the appropriate individuals. The conference shall take place within fourteen (14) days of the receipt of this request. The District Superintendent or his/her designee shall submit to the employee and/or his/her representative a decision upon such review within twenty (20) days after the conclusion of said conference.

2.4 The decision of the District Superintendent, or his/her designee may be appealed pursuant to law.

2.5 Nothing herein contained shall prohibit resort to remedies at law.

## Section 3. Miscellaneous

3.1 No reprisal of any kind will be taken by the Board or any member of the administration against any employee, or NABCOT in its representational capacity, or any other parties in interest in the grievance procedure by reason or participation therein.

3.2 When a unit member, by his/her choice, is not represented in the grievance procedure by NABCOT, NABCOT shall have the right to be present, and to state its views at all stages of the grievance

procedure.

- 3.3 There shall be no limitations on the right of any grievant to discuss the matter informally with an appropriate Board representative, provided, however, that no settlement of an informal nature shall be made with a grievance which is inconsistent with the provisions of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and executed this agreement on the 20<sup>th</sup> day of March, 2007 at Garden City, New York.

Nassau BOCES Central Council of  
Teachers for the Unit of ESL Instructors

Board of Cooperative Educational  
Services of Nassau County

By:



ROBERT J. DREAPER  
President, NABCOT

By:



DR. JAMES D. MAPES  
District Superintendent