



Cornell University  
ILR School

### NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### Contract Database Metadata Elements

Title: **Floral Park-Bellrose Union Free School District and Floral Park-Bellrose Union Free School District Custodial Unit, CSEA Local 1000, AFSCME, AFL-CIO (2011)**

Employer Name: **Floral Park-Bellrose Union Free School District**

Union: **Floral Park-Bellrose Union Free School District Custodial Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000**

Effective Date: **07/01/2011**

Expiration Date: **06/30/2014**

PERB ID Number: **5029**

Unit Size:

Number of Pages: **19**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

LAMB & BARNOSKY, LLP  
ATTORNEYS AT LAW

EUGENE R. BARNOSKY  
SHARON N. BERLIN\*  
ROBERT H. COHEN  
MICHELLE S. FELDMAN  
MARCIA L. FINKELSTEIN  
STEVEN GODSBERG  
MICHAEL J. HELLER\*\*  
SCOTT M. KARSON  
P.L. LAMB  
JOEL M. MARKOWITZ  
ALYSON MATHEWS  
JEFFREY A. ZANKEL  
RICHARD K. ZUCKERMAN

534 BROADHOLLOW ROAD, SUITE 210  
PO Box 9034  
MELVILLE, NY 11747-9034  
631.694.2300 • FAX: 631.694.2309

INTERNET: WWW.LAMBBARNOSKY.COM  
EMAIL: ATTORNEY'S INITIALS @ LAMBBARNOSKY.COM

SERVICE BY E-MAIL, FAX OR OTHER FORMS OF  
ELECTRONIC COMMUNICATION NOT ACCEPTED

OF COUNSEL  
LLOYD K. CHANIN  
GARY HOLMAN  
ARTHUR A. LANE  
THOMAS A. O'ROURKE

ASSOCIATES  
LINDSAY TOWNSEND CROCKER  
GREGORY A. GILLEN\*\*  
CANDACE J. GOMEZ  
MARA N. HARVEY  
MATTHEW J. MEHNERT  
LAUREN SCHNITZER\*\*

\* ALSO ADMITTED IN CT  
\*\* ALSO ADMITTED IN NJ

COUNSEL  
DOUGLAS E. LIBBY  
DIANE J. MOFFET  
JEFFREY MONGELLI  
HON. MICHAEL F. MULLEN  
RITA FISHMAN SHEENA  
KIM A. SMITH  
ROBERT E. WATERS

June 25, 2015

Public Employment Relations Board  
State of New York  
P.O. Box 2074  
Empire State Plaza  
Agency Building  
Albany, New York 12220-0074

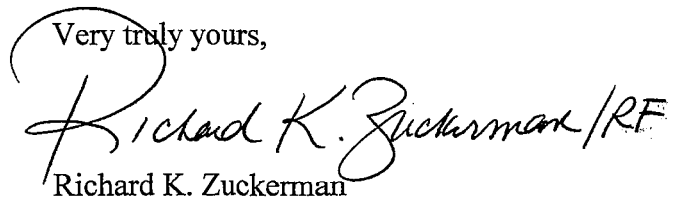
CUS / 5029

Re: Floral Park-Bellerose U.F.S.D. and CSEA (Custodial Unit)

Dear Sirs:

We enclose for your records a copy of the collective bargaining agreement between these parties covering the period July 1, 2011 – June 30, 2014.

Very truly yours,

  
Richard K. Zuckerman

RKZ:rf

Encl.

## Table of Contents

<u>Article I.</u>	RECOGNITION AND NO-STRIKE PLEDGE.....	1
<u>Article II.</u>	CSEA REPRESENTATIVE COMMITTEE.....	1
<u>Article III.</u>	WAGES.....	1
<u>Article IV.</u>	LONGEVITY.....	3
<u>Article V.</u>	TERM.....	3
<u>Article VI.</u>	HOURS.....	3
<u>Article VII.</u>	POLICY.....	4
<u>Article VIII.</u>	DUES DEDUCTION/AGENCY FEE.....	4
<u>Article IX.</u>	TAYLOR LAW.....	4
<u>Article X.</u>	ADDITIONAL PROVISIONS.....	5

**BOARD OF EDUCATION  
FLORAL PARK-BELLEROSE UNION FREE SCHOOL DISTRICT**

**CUSTODIAL CONTRACT**

AGREEMENT made this 7th day of November 2011 by and between the FLORAL PARK-BELLEROSE UNION FREE SCHOOL DISTRICT and the CIVIL SERVICE EMPLOYEES ASSOCIATION INC. LOCAL 1000 AFSCME AND AFL-CIO.

W H E R E I N:

IT IS MUTUALLY AGREED HEREBY AS FOLLOWS:

Article I.           **RECOGNITION AND NO-STRIKE PLEDGE**

A. Recognition: The CSEA having been designated as representative by a majority of the regular, full-time and part-time custodial employees, is hereby recognized as the exclusive negotiating representative of those employees.

B. Representation Status: The CSEA agrees to comply with the provisions of Article 14 of the Civil Service Law as that Law is now in effect or may be hereafter amended, including that provision of the law which precludes an employee organization from engaging in, causing, instigating, encouraging or condoning a strike.

Article II.           **CSEA REPRESENTATIVE COMMITTEE**

A. A standing committee representing the employees will be permitted to meet with the school administration at agreed upon times and places. ~~The committee will be composed of two employees.~~

Article III.           **WAGES**

The salary of the employees shall be in accordance with the attached salary schedule for the 2011-2012 school year; schedule for the 2012-2013 school year; and schedule for the 2013-2014 school year. ~~The 2011-2012 salary schedule reflects a 1.5% increase (0% plus 1.5% increment where applicable, in accordance with past practice). The 2012-2013 salary schedule reflects a 2.5% increase (1% plus 1.5% increment where applicable, in accordance with past practice). The 2013-2014 salary schedule reflects a 2.5% increase (1% plus 1.5% increment where applicable, in accordance with past practice).~~

Article IV.     **LONGEVITY**

At the completion of 10 years of employment as a full-time employee in the District, employees are entitled to a one-time payment of \$1,600.

At the completion of 20 years of employment as a full-time employee in the District, employees are entitled to a one-time payment of \$1,600.

~~Effective upon the complete ratification and approval of the 2011-2014 Agreement, longevity payments shall be made in the first complete payroll period following the employee's completion of 10 or 20 years of employment as a full-time employee in the District, as applicable.~~

Article V.     **TERM**

The term of this Agreement is for a three year period from July 1, 2011 to and including June 30, 2014.

Article VI.     **HOURS**

A. Hours - Benefits: The working day of the employees shall be as follows during the school year:

John Lewis Childs Elementary School

Day Shift - 7:00 AM - 3:30 PM (30 minute meal break)

Night Shift -- 3:00 PM - 11:30 PM (30 minute meal break)

Floral Park-Bellerose Elementary School

Day Shift - 7:00 AM - 3:30 PM (30 minute meal break)

Night Shift -- 3:15 PM - 11:45 PM (30 minute meal break)

Employees are not permitted to leave their assigned buildings during meal breaks.

Forty hours per week for day and night crew. (\$500 annually extra for evening schedule). The summer schedule consisting of a 37-1/2 hour work week will be utilized during summer recess.

Compensatory time shall be given to employees who work on snow days when school is closed (on the basis of one hour for each two hours worked).

Article VII.      **POLICY**

Board Prerogative: The establishment of policy is the prerogative of the Board. However, the District agrees that no existing policy affecting employees' terms and conditions of employment will be changed and no new policy put into effect without prior discussion with the CSEA through the school administration.

Article VIII.      **DUES DEDUCTION/AGENCY FEE**A. Dues Deduction

So long as the CSEA is the exclusive representative of the employees, and so long as permissible by law, the District shall cause to be deducted from the bimonthly checks of the employee members of the CSEA who submit dues check-off authorization in writing to the Board or its designated representative(s), dues of the CSEA in an amount to be determined by the CSEA in accordance with a written memorandum to be filed by the CSEA with the District. Any member may rescind and revoke his/her authorization by written notice to the CSEA and the Superintendent of Schools.

B. Agency Fee

1. All employees who choose not to join the CSEA are required to pay an agency shop fee to the CSEA each pay period. Upon notification to the District by the CSEA, the District shall deduct those amounts each pay period from non-members paychecks and transmit them to the CSEA.

2. ~~The CSEA shall create a fully legal refund procedure for agency fee payers who object to illegal expenditures, and shall otherwise deal with the funds and with agency fee payers in a lawful and proper manner. Failure to do so will eliminate the District's obligation to deduct agency fees.~~

Article IX.      **TAYLOR LAW**

~~SECTION 204-a OF THE TAYLOR LAW: PURSUANT TO THAT SECTION, 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.~~

Article X.            **ADDITIONAL PROVISIONS**

**A.    Miscellaneous Provisions**

1.    Bulletin Board Space:    Space on one bulletin board shall be reserved in each building for use by the CSEA for the purpose of posting informational material for the employees.    This bulletin board shall be located in the shop areas of each school.

2.    Distribution of Contracts:    The District agrees to reproduce sufficient copies of the final consummated agreement to be distributed to all employees.

3.    Legal Counsel:    The District shall provide legal counsel to the employees as required by law.

4.    Conflict with Statute and Law:    In the event any provision hereof is in conflict with law or any statute now or hereafter in effect, the law or statute shall prevail but the balance of this agreement shall remain in full force and effect.

5.    In the event that new unit titles are created, the administration shall consult with the CSEA concerning the salaries or hourly rates to be paid for those positions.

6.    Uniforms:    All employees will be required to be in the accepted uniform.    Full-time employees will receive from the school district:    five uniforms and one pair of shoes.    Regular part-time employees will receive from the District:    three uniforms or an allowance for shoes equal to two sets of uniforms.    Summer uniforms (three tee shirts) shall be provided to all staff at District expense.    ~~Employees shall receive a uniform jacket every two years.~~

**B.    Annual Increments**

1.    No increment is automatic.    Annual increments shall be based upon satisfactory service and as recommended to the Board by the Superintendent of Schools and Director of Facilities.

2.    ~~The step number is merely a numerical assignment and does not necessarily bear a relation to years of experience.~~

3.    Employees starting subsequent to July 1 will be considered for annual increments under the following schedule:

<u>Employment starting between</u>	<u>Credit towards annual increment</u>
July 1 - December 31	Full
January 1 - June 30	None

**C. Evaluations**

The evaluation plan will be as follows: (1) the evaluation of all employees; (2) employees with outstanding ratings will be considered for merit pay increases; and (3) employees with low ratings will be held on step.

The evaluation forms (Appendix "A") are to be utilized by the District administration to evaluate head custodian and the employees. These forms are subject to change by the District administration.

**D. Merit Pay**

The District, at its sole discretion, shall increase any salary up to the above stipulated salary schedules (\$500 to \$1,000 per annum) excluding overtime to any employee who performs services above the normal requirements of the position to be determined by the Superintendent of Schools.

Two thousand five hundred dollars will be set aside for merit pay increases for cleaners, custodians and maintenance persons.

One thousand dollars will be set aside for merit pay increases for head custodians.

**E. Promotions**

Promotions from one unit title to another shall result in a lateral move on the salary schedule.

**F. Work Above Title**

In the event that a regular full-time employee works 30 or more consecutive working days above title, he/she shall be paid retroactively on the basis of the normal rate for the higher title.

**G. Unused Sick Leave**

The District has enrolled in the program provided for under Section 41(j) of the Retirement and Social Security Law of the State of New York to permit eligible employees to have unused sick



leave to be applied to retirement income and the provisions of that section shall be fully applicable to this program.

#### H. Leave Allowances

1. Sick Leave: Each employee will have 14 days per year for sick and/or personal days. The unused portion of this allocation is accumulated, and will be applied to the accumulated sick time. Appointments made subsequent to July 1, shall be credited with a prorata proportion thereof (1.16) days per month.

2. Workers' Compensation: Employees who are absent as a result of injuries on the job shall receive their regular wages or salaries less the amount of Workers' Compensation benefits received (with no deduction from accumulated sick leave).

3. Personal Leave: Any personal leave is to be granted in accordance with the below administrative regulations. Verbal reasons must be given to immediate superiors on any personal or business days that are needed seven days prior, where possible, to the actual day requested.

Personal leave may be utilized for the following reasons:

- a. Legal Matters: House closings; income tax hearings; adoption proceedings; and court appearances.
- b. Ceremonies: Graduation of professional staff member, spouse or child from high school or college; day of wedding ceremony; Confirmation.
- c. Education: Required educational examinations; required visits by parents to colleges.
- d. Religious Observances: Religious holiday observances of the professional staff member's particular faith not provided for in the regular school calendar.
- e. Funerals: Attendance at funeral services of a person, other than in the immediate family (as defined in the Compassionate Leave provision of the Agreement), the nature of whose prior relationship to the professional staff member warrants such attendance.

- f. Any other reason deemed valid by the Superintendent of Schools, acting at his/her discretion.

4. Compassionate Leave: Up to five days of compassionate leave for each death in the immediate family (i.e., mother, father, brother, child, mother-in-law, father-in-law, and any other permanent member of the immediate household not otherwise specified herein).

#### I. Vacation and Holidays

~~Vacation time with pay is scheduled as follows:~~

<u>Length of service</u>	<u>Vacation with Pay</u>
First five years	2 weeks (summer only)
After five years	3 weeks (2 - summer 1 - during school year)
After ten years	4 weeks (3 - summer 1- during school year)

Appointees starting employment subsequent to July 1 earn vacation time as follows:

<u>Employment starting between</u>	<u>Vacation Time Credited</u>
July 1 - December 31	2 weeks (summer only)
Jan. 1 - March 31	1 week (summer only)
April 1 - June 30	None

Appointees terminating employment prior to June 30 -

	<u>2 weeks</u>	<u>3 weeks</u>	<u>4 weeks</u>
	<u>Normal</u>	<u>Normal</u>	<u>Normal</u>
	<u>Vacation</u>	<u>Vacation</u>	<u>Vacation</u>
Termination before January 1	-0-	-0-	-0-
Termination after January 1 and before March 31	1 week	1 week	2 weeks
Termination after April 1 and before June 30	1 week	2 weeks	3 weeks

In addition, each employee shall be entitled to 16 paid holidays per year, plus two half-day holidays, as approved by the

Superintendent of Schools. The District shall consult with the CSEA in developing the calendar.

The paid holidays set forth above shall include Independence Day, Labor Day, Thanksgiving, Christmas Day, New Year's Day, Memorial Day.

**J. Overtime**

As required by a building administrator and subject to prior approval of the Director of Facilities, members of the buildings and grounds custodial staff may be assigned overtime work for those hours worked prior and subsequent to the normal work day at a rate to be computed as follows:

1. The definition of overtime shall mean any hours worked within a week after 40 actual hours have been worked.
2. Overtime on Saturdays will be at time and one half.
3. Overtime on Sunday will be at double time.
4. Overtime on holidays will be at double time and one half.
5. When overtime is scheduled, it shall be for a minimum of four hours.

Overtime rates and conditions shall apply only to school operations and do not include local community activities which, governed by policy and regulations of the Board, shall be solely the responsibility of the administration.

**K. Unscheduled Emergency Work**

Regular fulltime employees required to perform unscheduled emergency work noncontiguous to their regular shifts shall be guaranteed for such work a minimum of three hours' work at 1.5 their base rate per hour. Snow events shall be considered part of "unscheduled emergency work."

**L. Retirement**

All NYS Employees Retirement System benefits will be made available to eligible employees, pursuant to Section 75 (i) of the Retirement and Social Security Law.

All full-time employees shall be eligible to receive one day's pay for every four days of accumulated sick leave.

**M. Health Insurance**

Available to eligible regular full-time and regular part-time employees -- on the basis of the Statewide Health Insurance Plan, or a comparable plan, for both individual and family coverage. Employees shall contribute 10% of the cost of the premium for individual and/or family coverage.

Any employee who has a spouse who also has a family health insurance plan coverage with any private or public employer may at the custodian's option choose to drop coverage under the New York State Health Plan. If the employee decides to select this option, the employee will be permitted to receive a \$2,500 cash benefit in lieu of the health insurance benefit. This option will be exercised on a yearly basis.

The employee shall give the Superintendent of Schools at least 30 calendar days' written notice of his/her intent to select this option and provide the name and address of said insurance carrier.

The employee will have the right to terminate the optional fringe benefit package plan and to reapply for coverage under the New York State Health Insurance Plan by submitting a written request to the Superintendent of Schools that the custodian desires coverage under the Plan in accordance with the regulations of the Plan. Before selecting this optional fringe benefit plan, the employee is advised to first consult with the administrators of the Plan to determine if any adverse conditions may result from an employee dropping and/or re-entering the Plan.

Effective upon the complete ratification and approval of the 2011-2014 Agreement, if two persons are currently receiving (or are eligible to receive) family health insurance benefits through the District, only one will be permitted to receive family level coverage.

**N. Grievance Procedure**

Grievance Procedure: The grievance procedure shall be in accordance with current Board Policy and the annexed APPENDIX "B".

**O. Social Security**

Available to all eligible employees.

**P. Disability Insurance**

Available to eligible regular full-time employees on a contributory basis.

**Q. Dental Insurance**

The CSEA/EBF Horizon Dental Plan shall be available to eligible regular full-time employees.

**R. Regular Part-time Custodians**

The 2011-2012 salary schedule reflects a 1.5% increase (0% plus 1.5% increment where applicable, in accordance with past practice). The 2012-2013 salary schedule reflects a 2.5% increase (1% plus 1.5% increment where applicable, in accordance with past practice). The 2013-2014 salary schedule reflects a 2.5% increase (1% plus 1.5% increment where applicable, in accordance with past practice).

**S. Optical Plan**

An optical plan shall be available to regular full-time employees with the District paying 100% of the individual plan and 75% of the family plan.

**T. Emergency On Call Status - Beeper System**

1. The present beeper system will remain in place.

2. The Superintendent of Schools will establish a list of employees who will be authorized to carry the beepers and who will report in case of emergencies. This list shall include the head custodians of John Lewis Childs School and Floral Park-Bellerose School, the District maintainer, and any other designees named by the Superintendent of Schools.

Coverage of emergencies will be handled by those having the beepers according to a rotation established by the Superintendent of Schools. No deviation from the established rotation list shall be permitted unless approved in advance in writing by the Superintendent of Schools or the Director of Facilities.

3. Compensation for carrying the beepers in accordance with the assigned rotation list shall be at the rate of \$10.00 for each day a beeper is carried for the 104 weekend days per year plus 17 holidays for a total cost to the District of \$1,210.

4. Failure to respond and report when so assigned shall result in a loss of pay, to the non-reporting employee, equal to the cost of securing coverage; i.e., four hours times time and one-half.

5. There will be no payment of the \$10 stipend referred to in paragraph "3" hereof for the day on which a beeper-carrying custodian actually reports to an emergency and receives, at least, the minimum pay for four hours at time and one-half.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

FLORAL PARK-BELLEROSE  
UNION FREE SCHOOL DISTRICT

By \_\_\_\_\_  
Superintendent

FLORAL PARK-BELLEROSE CIVIL SERVICE  
EMPLOYEES ASSOCIATION INC.

By \_\_\_\_\_  
Unit President

By \_\_\_\_\_  
Collective Bargaining Specialist  
CSEA Local 1000 AFSCME AFL-CIO

APPENDIX A

FLORAL PARK-BELLEROSE UNION FREE SCHOOL DISTRICT

Custodial Staff Performance Evaluation

Areas of Review	Below Average	Performs Job Well	Out-standing
Completes assignments effectively and efficiently ( <u>i.e.</u> , work performance meets standards for job)	1	2	3
Demonstrates good attendance (free from excessive absences and punctual)	1	2	3
Demonstrates good work habits (knows work and organizes it; completes work in allotted time; shows interest in work; accepts job responsibilities)	1	2	3
Demonstrates good working relationships with fellow workers and teachers ( <u>i.e.</u> , works harmoniously with others)	1	2	3
Demonstrates care and concern for children	1	2	3
Demonstrates good personal appearance ( <u>i.e.</u> , clean uniforms and neat appearance)	1	2	3
Demonstrates dependability (continues to work in absence of supervision; complies with both written and oral instructions)	1	2	3
Demonstrates a willingness to cooperate with staff, PTA, and parents	1	2	3
Comments: 1-13 held on step; 14-21 normal increase; 22-24 merit increase			
Date _____	Principal _____		
Date _____	Head Custodian _____		
Date _____	Director of Facilities _____		



**FLORAL PARK-BELLEROSE SCHOOL DISTRICT**  
**Evaluation of Head Custodian**

Areas of Review	Below Average	Average	Out- standing
Plans and schedules all daily work and maintenance activities effectively	1	2	3
Provides for effective maintenance in the school building	1	2	3
Plans for the efficiency of labor (all staff are properly engaged)	1	2	3
Provides effective training for new employees ( <u>i.e.</u> , How to buff the floor)	1	2	3
Keeps accurate employee records	1	2	3
Evaluates his employees on a regular basis (in writing)	1	2	3
Makes daily supervisory inspections	1	2	3
Follows up on all building requests (via the building principal)	1	2	3
Provides effective leadership and maintains high morale among staff	1	2	3
Provides for: the proper cleaning and maintenance of the grounds	1	2	3
the proper cleaning and maintenance of the building exterior	1	2	3
the proper cleaning and maintenance of the building interior	1	2	3

Comments: 1-23 held on step; 24-32 normal increase; 33-36 merit increase

Date \_\_\_\_\_ Building Principal \_\_\_\_\_  
 Date \_\_\_\_\_ Director of Facilities \_\_\_\_\_

**APPENDIX B**

## GRIEVANCE PROCEDURE

In order to maintain a harmonious and cooperative relationship between the District and the CSEA, the following procedure shall be utilized by the CSEA for the settlement of certain differences or misunderstandings.

The CSEA may present grievances free from coercion, interference, restraint, discrimination or reprisal.

"Grievance" shall mean any claimed violation, misinterpretation or inequitable application by a Supervisor of the existing rules, procedures, regulations or work rules of the District which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees. The term "Grievance" shall not include any matter involving an employee's rate of compensation, retirement benefits, disciplinary proceedings, any matter which is otherwise reviewable pursuant to law, or any regulation having the force and effect of law.

"Supervisor" shall mean any person, regardless of title, who is assigned to exercise any level of supervisory responsibility over employees.

Every employee shall have the right to present his or her grievances as well as the right to be represented at all stages thereof. It shall be a fundamental responsibility of supervisors at all levels to give prompt consideration to, and to take appropriate action upon, grievances presented to them by employees under their supervision.

The employees shall form a three member committee to be known as "Custodians Grievance Committee". The method of selection and the term of office shall be at the bargaining unit. The purpose of this committee is to assist and advise any employee who may have a grievance, and to advise the employee if the grievance merits further procedures. If a member of this committee has a grievance himself, a replacement, pro tem, would have to be decided upon by the bargaining unit.

The procedural status shall be as follows:

First Procedural Stage

The presentation of the grievance of the "Custodians Grievance Committee". If the grievance is not resolved, the aggrieved employee and the grievance committee will present the grievance problem to the Director of Facilities.

#### Second Procedural Stage

If the grievance is not resolved at the first stage, the aggrieved employee and Director of Facilities shall each submit to the Superintendent of Schools a written statement setting forth the specific nature of the grievance and the facts relating thereto. The Superintendent of Schools shall hold an informal hearing at which the employee or the employees grievance committee, or both, may appear and present the oral and written statements. The determination of the second stage of such grievance proceedings shall be made by the Superintendent of Schools. If such grievance is not satisfactorily resolved at the second stage, the grievance may proceed to the third stage.

#### Third Procedural Stage

The third procedural stage shall be an appeal to a "Public Employee Grievance Committee" consisting of three impartial citizens of the District appointed by the President of the Board to service as a committee at his/her pleasure. Hearings shall be conducted by a member of the Board appointed by the President of the Board. The appeal to the "Public Employee Grievance Committee" shall be a written request by the aggrieved employee, or representatives for a hearing at which time the Superintendent of Schools, Building Principal and the Director of Facilities shall also be present. The "Public Employee Grievance Committee" shall render a report of its findings and recommendations thereon to the Board and the Board shall thereupon make the final decision and make its report. The report of the Board shall contain a statement of the Board's findings of fact, conclusions and advisory recommendations. The Board shall send a copy of its report to each employee involved, to his/her representative, if any, to the Superintendent of Schools, to the Building Principal and to the "Public Employee Grievance Committee".

Supervisory personnel are to have full authority and responsibility to settle grievances or misunderstandings which exist that are inconsistent with policies and regulations of the Board now in full force and effect.

In order to insure prompt consideration and determination of employee grievances, one week (seven days) shall be the maximum time allowable for each procedural stage established in this resolution.