PITTSFORD CENTRAL SCHOOL DISTRICT

SCHOOL FOOD SERVICE DEPARTMENT PERSONNEL HANDBOOK

July 1, 2026- June 30, 2029

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GENERAL TERMS AND CONDITIONS

1 District Policy

The District Food Service Department will manage its business and services and direct the staff to provide the best possible service to students and staff on a self-supporting basis.

2 Job Position Authorization

The Food Service Directors will determine the number of positions by employees, title, function, work year, hours of work, grade and wage for each school in the Department by June 30 of each year for the next school year. The Director retains the prerogative of changing, to include increasing or decreasing, the number of authorized positions at any time as deemed necessary. Adequate notice will be given by the Directors to the employee(s) directly affected by such change(s). Civil Service Guidelines as they relate to employee seniority will apply. The School Food Service Department considers an employee's hire date to be the effective date of regularly scheduled hours exclusive of substitute time.

3 Job Postings

Each Authorized job position vacancy that becomes available during the school year will be posted on the District's website and distributed through the employee email system. Job postings will include: job title, where and when to apply and any other pertinent information about the position. Civil Service guidelines as relates to employee qualifications will apply.

Vacancies that become available during the summer will be sent by the Food Service Office to those employees who request such information. Employees wishing notification of vacancies must provide the Food Service Office with their name and address by closing day each year.

4 Transfer Among Units

All employees are subject to transfer from one school to another as conditions demand. Under normal circumstances, every effort will be made to provide continuity of work for an employee in their assigned school. Transfer between schools may be temporary or permanent. As a condition of employment employees must be willing and able to work at all locations and have reliable transportation to do so.

5 Job Commitment

Food Service employees are hired to meet specific needs of the Department. It is expected that each employee will accept and demonstrate a commitment to their job. Every effort should be made by an employee to meet this job commitment.

6 Substitute Food Service Helpers

The Food Service Department will attempt to hire Substitute Food Service Helpers to fill in vacancies as a result of uncontrollable absences. Substitute Employees will be assigned to work in any building as needed at the discretion of the Food Service Directors and have reliable transportation to do so.

7 Physical Requirements

All positions in the School Food Service Department require standing for long periods of time, frequent walking on hard floors, exposure to hot, cold and freezing temperatures, and lifting of boxes, containers and/or packages that may weigh as much as 50 pounds.

8 Work Year

All employees will work, at minimum, the standard instructional school calendar, beginning 2 days before the first day of school for students. There will be at least one day of mandatory training for ALL employees during the last week of August or the first week of September, depending on when the first day of school falls. All employees will be required to work until the final day of school for their respective buildings plus one day of cleaning. Additional days may be required immediately preceding or following the school year for the purpose of preparation and cleaning.

9 Work Hours

Under normal conditions each employee, other than substitute food service helpers, can expect a consistent work hour schedule daily. Occasionally, employees' hours may be adjusted, either increased or decreased, because of special functions, absences or production load. Cook Managers and occasionally Assistant Cook Managers are also required to attend regular manager meetings as scheduled by the Directors. On rare occasions, evening and weekend hours may be required for special events and catering with advance notice.

All employees are responsible for accurately recording their time worked each day using the district-approved timekeeping system. Employees must clock in at the start of their scheduled work time and clock out at the end of their scheduled work time. Employees are responsible for reviewing their time records for accuracy and promptly reporting any errors to their supervisor or Cook Manager.

10 Breaks

In accordance with New York State labor requirements, Cook Managers, Assistant Cook Managers, and Food Service Helpers who work more than six (6) hours in a workday are required to take an unpaid thirty (30) minute meal break.

Food Service Helpers, who work fewer than six (6) hours in a workday, may be provided with a short paid break at the discretion of the Cook Manager, based on operational needs and time availability.

11 Meals

All Food Service Staff and Substitute Employees are entitled to one free lunch each workday. If the workday begins prior to 8am, one free breakfast is also allowed. A meal consists of the standard student meal offered that day or an available substitute meal including fruit and vegetable sides and one beverage (milk, juice or bottled water).

A la Carte items are not included with staff meals and may be purchased separately by establishing a food service account. Staff accounts are not permitted to carry a negative balance at any time. No exceptions will be made.

Leftover or excess food may not be removed from the cafeteria under any circumstances.

12 Uniforms

All Food Service Employees are required to wear a clean uniform approved by the department, approved hair restraint, low heel and comfortable rubber sole shoes. Hair and nails must be well groomed and appropriate for work as determined by the Food Service Directors.

Five T-Shirts and one hat or visor will be provided to all employees upon hire. These can be exchanged with wear at the Food Service Management Office. Cook Managers and Assistant Cook Mangers have the option of wearing provided chef coats. Substitutes will be provided three shirts.

13 Training and Development

Related training and development programs will be made available to employees for the purpose of enhancing promotion readiness as well as job improvement.

All Cook Managers and Assistant Cook Managers are **REQUIRED** to take the L1 Servsafe Food Safety Course and pass the exam. Recertification is required every 5 years. These classes will be provided at no charge, and all employees will be compensated for their classroom time. All other part-time food service workers are required to take the NYS Food Safety and Sanitation training class, unless exempted by the Director of Food Service. These classes will be provided at no charge, and all employees will be compensated for their classroom time.

Superintendent Conference Days will also be required for professional development training days and are included in your required yearly workdays.

Annual mandatory training, administered by Human Resources, must be completed by December 31 of each year. Employees are responsible for ensuring timely completion. Employees who do not meet this requirement will be required to complete the training before resuming regular duties.

14 District Email

All Employees must routinely monitor their district issued email account for official communications, updates, and important information. Failure to review information sent via district email does not excuse non-compliance with department or district requirements.

15 Termination of Employment

a. Resignation - It is expected that all employees who resign from employment in the School Food Service Department will give a minimum of two weeks' written notice to the Food Service Office.

b. Cause for Immediate Discharge - Employees may be discharged for any of the following reasons:

   i. Failure to abide by the policies as established by the Board of Education for conduct in and around School District property.

   ii. Failure to abide by the policies of the School Food Service Department.

iii. Insubordination

iv. Theft

v. Use of alcohol or controlled substances while on the job.

c. Retirement - All employees who plan on retiring are required to indicate their intentions by March 1 of the final year of service in writing to both the Food Service Office and Human Resources.

16 Seniority

In the event of job elimination, seniority in the specific job title will be determined by the last date of hire. If the date is equivalent to another, then the signing date of the Personnel Action Notice determines seniority.

17 Smoke Free Environment

In accordance with State Law and Board policy, no employee shall smoke or vape on school property, school grounds, or in vehicles on school grounds.

18 Cell Phone Usage

Cell phone usage is to be allowed during break time only except in the case of a true emergency or at the discretion of site management.

COMPENSATION

19 Salary Ranges

The minimum hiring schedule for Food Service employees shall be as follows:

	2026-27	**2027-28**	**2028-29**
Cook Manager (L1)	$21.50	$22.00	$22.50
Assistant Cook Manager	$19.50	$20.00	$20.50
Driver	$18.00	$18.50	$19.00
FSE and Substitutes	$17.50	$18.00	$18.50

Those employees hired from March 1 through June 30 will continue at their same hiring step under the new salary schedule.

20 Supervisory Ratings

Salary increases shall be based on immediate supervisor's and/or the Director's rating of employee job performance.

a. Salary increases for the 2026-27, 2027-28, and 2028-29 school years for all employees except Cook Managers, based on supervisor's rating, shall be as follows:

1.	above average	4% increase
2.	average	3.5% increase
3.	below average	3% increase

b. Salary increases for the 2026-27, 2027-28, and 2028-29 school years for Cook

Managers shall be as follows:

1.	above average	5% increase
2.	average	4.5% increase
3.	below average	4% increase

c. The District reserves the right, in exceptional circumstances, when it would appear to be in the best interests of the District, to grant an additional amount to Food Service employees in excess to those listed above. Likewise, the District reserves the right to withhold a raise when deemed appropriate.

21 Longevity Award

A longevity award will be granted to Cook Managers during the years of the handbook as follows: 10 to 14 years of service $350.00, 15-19 years of service $425.00 and 20 or more years of service $500.00. This will be paid in a lump sum in May and will not be added to the base salary. Years of service will be calculated as of April 1 for each school year for years as a Cook Manager. Prior consecutive years of work in Pittsford Food Services other than Cook Manager will be credited as 2 years will equal one year towards the Cook Manager Longevity Award.

22 Temporary Range Change Compensation

Any Food Service employee required to perform the duties and functions in a higher salary range position for a consecutive period of time in excess of ten (10) consecutive days, will receive the base of the salary schedule of the person being replaced. The salary change will be retroactive to the first day of work in the upgraded position.

23 Overtime

1 1/2 times base shall be paid for all work performed in excess of 40 hours in one calendar week (Sunday through Saturday). Double the rate will be paid for Sunday and legal holiday work. The scheduled 40 hours must be worked (holidays, documented sick time and vacation included as work time). If an employee works Saturday or Sunday or a school holiday and is not eligible for overtime (under 40 hours) they will be granted a stipend of $2.00 per hour.

LEAVE DAYS

For the purpose of defining eligibility for benefits, a full-time employee shall be one who is regularly assigned to work 30 hours or more per week for the school year.

Due to the nature of the school year calendar and its effect on the operation of the lunch program there are no paid or authorized vacation days for full and part-time food service employees.

Unique circumstances may be reviewed and considered by the Director of Food Service. Any approved requests will be unpaid days.

24 Holidays

All regularly scheduled full-time School Food Service Employees will receive their regular pay for ten (10) holidays.

All regularly scheduled part-time School Food Service Employees will receive their regular pay for six (6) holidays.

Holidays will be determined annually, based on the instructional school calendar, and will be drawn from the following list of possible days:

Columbus Day/Indigenous People's Day	New Year's Day
Diwali	Martin Luther King Jr. Day
Veterans' Day	Presidents' Day
Thanksgiving Day	Memorial Day
Day before or after Thanksgiving	Juneteenth
Christmas Day	Lunar New Year
Labor Day	Eid Al-Fatir
Yom Kippur	

25 Emergency Closing Days

On days when school is closed due to weather conditions, Food Service employees will not be required to report, but will receive their normal compensation for up to three days per school year.

26 Personal Leaves Without Deduction from Sick Leave

Bereavement Days

- Spouse, son, daughter, mother, father, sister or brother — 5 days
- Grandparent or Grandchild — 5 days
- Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, or person living in household — 3 days

Subpoena — As required and approved

Jury Duty

Quarantine by Health Bureau — As necessary

27 Personal Leaves With Deduction from Sick Leave

Bereavement Days

- Aunt, uncle, niece or nephew — 1 day
- Other relatives not previously mentioned — 1 day
- Close friend when prior approval is obtained — 1 day
- Consideration will be given to additional time when funeral is not in the immediate area

Personal Days

- Wedding - Immediate Family or Self — 1 day
- College Graduation, Initial Registration (Freshman Year) - Immediate Family — 1 day
- Birth - Father or Grandparent — 1 day
- House Closing for Personal Residence — 1/2 day

• Other Urgent and Necessary Leave	At the discretion of the administration

Personal days are for the purpose of conducting emergency or personal business which cannot be scheduled outside the normal workday. Such days shall not be granted for recreation or vacation. Personal days shall not be granted immediately before or after a school break unless submitted in writing and approved by the Director of Food Service at least 14 days prior on a first come first serve basis.

28 Sick Days

Personal and Family Illness Days

Each employee shall be granted leave for personal illness or serious illness in the immediate family.

The immediate family shall mean spouse, parent, son, daughter, brother, sister, or relative residing in the household.

Full-time employees will be granted Ten (10) days of sick leave annually.

Any unused portion of such leave of absence may accumulate over the years to 200 days.

All current regularly assigned part-time employees will be granted five (5) sick days per year with pay, equal to their normal working day, cumulative to 100 normal working days.

Sick days shall cover necessary absence from duty because of injury, personal illness, or family illness. A physician's statement may be requested by the Food Service Director after more than three (3) days of illness or on days immediately before or after a school vacation.

Employee Illness & Exclusion Policy

To protect food safety, in accordance with the NY State Department of Health Regulations, employees must not work while ill with symptoms or diagnoses that can be transmitted through food handling.

Employees must notify their supervisor and **call out** if experiencing symptoms of illness or diagnosed with a communicable disease. Do not report to work under these conditions.

Symptoms Requiring Exclusion

- Vomiting
- Diarrhea
- Fever (100.4°F or higher)
- Sore throat with fever
- Open or draining wounds that cannot be properly covered
- Norovirus
- Salmonella
- Shigella
- E. coli
- Hepatitis A

Return to Work

Employees may return when symptom-free for **24 hours without medication** and/or with

medical clearance if required.

29 Prolonged Illness

At the end of the third, eighth, thirteenth and eighteenth years of Pittsford service, the Board will credit each full-time employee with 25 prolonged illness days of absence with pay.

Days credited with this provision may be used for any illness which keeps an employee from his/her duties for more than fifteen (15) consecutive school days. Upon reaching the sixteenth consecutive day of continuous illness, the regular cumulative leave days previously used for that illness will be restored by use of these prolonged illness days. These will be kept separate from the accumulated days mentioned above. These days may not be used for family illnesses.

30 Jury Duty

No full-time or part-time regularly scheduled Food Service employee shall suffer loss of pay or benefits for those days on which they must fulfill a Jury Duty commitment.

31 Leave of Absence

Full-time or part-time regularly scheduled Food Service Employees may request a Leave of Absence without pay or benefits for personal reasons for a period not to exceed one year. Such requests will be in writing and subject to the approval of the Food Service Director.

Employees on leave shall notify the Food Service Office in writing at least three (3) months prior to the expiration date of the leave stating the intention to return to work. Failure to notify the Food Service Office shall be deemed to constitute a resignation.

Upon return to work at the termination of the leave, the employee will be assigned to a position similar to the one held prior to the leave. All benefits to which the employee was entitled at the time of the leave of absence commenced, will be restored upon return unless changed. Salary increases granted by the Food Service Department during the time of the leave will not be applicable to an employee returning from leave. Time spent on leave shall not be credited to the employee's employment record.

Benefit days will only be credited and paid for regular scheduled workdays.

INSURANCE BENEFITS

32 Health Insurance Plan

The Board shall provide hospital, surgical, and major medical insurance for all regularly

assigned employees who work full-time. Employees shall not be eligible for duplicate District provided insurance.

33 Full-time employees

33-1-1

Full-time employees subscribing to Health Insurance for the first time on or after July 1, 2016 shall contribute 20% of the cost of RASHP 2 Value (or plan of like coverage). In the event the employee elects coverage through any other plan offered the employee will pay the difference between 100% of the cost of the plan selected and the District contribution for RASHP 2 Value (or plan of like coverage) policy.

33-1-2

Full-time employees hired prior to July 1, 2016, during their first three years of continuous service in the District, shall contribute 20% of the health insurance premium for RASHP 2 Value. In the event that the employee elects other coverage through RASHP 2 or any other plan the District may offer, the employee will pay the difference between 100% of the cost of the plan selected and the District contribution for the RASHP 2 Value plan. This difference is calculated by computing the average of the 80% District contribution for RASHP 2 Value and subtracting that amount from 100% of the cost of either RASHP 2 Select or Blue Cross/Blue Shield Blue Million depending on the employee's choice of one of those plans.

After three years of continuous service in the District, the employee may participate in health insurance as follows:

A full-time employee who has completed 3 years of continuous service shall pay 10% of the premium for the RASHP 2 Value Plan. The District shall cover 90% of the premium. If the employee elects coverage through the RASHP 2 Select Plan or
or any other plan the District may offer, the employee will pay the difference in cost between the District contribution of the RASHP 2 Value Plan and the premium cost for the plan selected.

33-1-3

The District shall offer and unit members shall have access to all health insurance plans offered by the RASHP 2 Health Consortium. The District shall contribute the negotiated percentage of the current base plan to the plan chosen by the unit member. The unit member will pay the difference, if any, between the cost of the plan selected and the District's contribution for the RASHP 2 Value policy.

33-1-4

Health Savings Account (HSA)

A. Eligibility

All members enrolled in the High-Deductible Health Plan (HDHP) will be eligible to participate in a Health Savings Account (HSA).

Employer Contribution:

1. Employees will be eligible for a District HSA contribution if they:
   a. Enroll in the HDHP as a new hire;
   b. Elect to enroll in the HDHP during an open enrollment period; or
   c. Transition from another District-offered health plan to the HDHP.
2. Employees who previously declined District health insurance coverage and later enroll in the HDHP will not be eligible for a District HSA contribution until they have completed one (1) full year of continuous enrollment in the HDHP, unless enrollment occurs due to a verified qualified life event consistent with Internal Revenue Service (IRS) regulations and applicable plan documents.
3. Employees who voluntarily opt out of District health insurance coverage and subsequently enroll in the HDHP based on a verified qualified life event will be eligible for a District HSA contribution at the time of such enrollment, subject to the provisions of this Article.

B. District Contributions

1. The District will make a contribution to an HSA for eligible employees enrolled in the HDHP as follows:
   - Individual Coverage: $1,800
   - Two (2) Person Coverage: $3,000
   - Single Parent Coverage: $3,000
   - Family Coverage: $3,600
2. Contributions will be deposited:
   a. In January following open enrollment; or
   b. For employees enrolling mid-year (due to a qualified change or new hire), in the first January following enrollment.
3. All contributions will be subject to applicable IRS limits.

C. Limitation on Contributions

1. The District HSA contribution will be a **one-time contribution per employee upon initial enrollment in the HDHP**.
2. Employees who subsequently elect to leave the HDHP and later re-enroll in the HDHP will not be eligible for an additional District HSA contribution, regardless of the reason for such re-enrollment.
3. No recurring or subsequent HSA contributions will be provided.

D. Administration and Compliance

1. The District will administer the HSA program in compliance with all applicable federal and state laws, rules, and regulations, including IRS requirements governing Health Savings Accounts.
2. All determinations regarding eligibility, qualified life events, and contribution timing will be made in accordance with applicable law and plan documents.

Employees who wish to enroll a "domestic partner" for health insurance coverage may do so by submitting the Domestic Partner Affidavit to the Human Resources Department for consideration. (See Appendix A.)

34 Part-time employees

Part-time employees who work 15 or more hours per week may elect to participate in the District's health insurance plan. Part-time employees will be able to purchase health insurance according to the criteria set forth in Section 30, except that they shall pay an additional amount on a pro-rata basis according to the Full-time equivalent as calculated by their scheduled hours divided by 30 hours.

35 Retirees

For employees retiring on or after July 1, 1995 through the New York State Teachers' Retirement System or the New York State Employees' Retirement System or the Social Security System, provided the employee has a minimum of 10 years of full time, uninterrupted service totaling 12,000 or more hours, preceding the normal retirement date, the Board will continue to pay the District contribution toward the premium cost for the retiree at the level paid for current employees based upon the plan selected. For all part-time staff of .5 FTE or more, who retire through the New York State Teachers Retirement System or the New York State Employees' Retirement System or the Social Security System, provided the employee has a minimum of 12,000 continuous hours of service, the Board will continue to pay the District contribution toward the premium cost for the retiree at the level paid for current employees on a pro-rata basis, depending on the FTE of the part-time employee.

Other retired employees may continue participation in the group at no cost to the District.

36 Extension of Coverage

The Board shall, after the death of the employee, extend participation in health insurance program the spouse, domestic partner and/or dependent children of a deceased full-time employee (working or retired) for a period of three (3) years or until remarriage or becoming otherwise insured. The employee must have met the requirement of a minimum of ten (10) years of service.

37 Level of Coverage

The District shall continue to provide health insurance benefits at a level no less than those provided through the current community-rated RASHP plan.

38 Confidential Medical Records

The confidential medical records maintained by the health plan shall not be available for review by District staff. However, the District retains any rights provided under law to review such records as those rights existed when the District participated in the RASHP community-rated plan.

39 NYS Employees Retirement System

All full-time and part-time Food Service employees are eligible for coverage in the applicable plan of the New York State Employees Retirement System. Membership of the system is voluntary for all full-time and part-time employees working less than twelve (12) months a year, and mandatory for all full-time employees working twelve (12) months per year. New

membership in the system requires a 3% employee contribution in addition to the percent of contribution by the Food Service Department.

40 Workers' Compensation Insurance

All full-time and part-time Food Service employees are covered under the provisions of the New York State Workmen's Compensation Insurance plan.

41 Long Term Disability Insurance

The Board of Education extends to each 30 hr/week employee, coverage as outlined on a shared 50-50 basis. The new employee waiting period is 30 days; the waiting period for benefits is 90 days; accumulated sick leave is used prior to receiving benefits; the plan covers disability due to mental and nervous disorders also. Said employees must be employed at least 40 weeks per year. All benefits are paid through a private carrier and are subject to their policy provisions. If interested in this coverage, please contact the Benefits Office.

42 Dental Insurance Plan

The District shall provide a dental plan for all Managers, Assistant Managers and Courier who work at least six (6) hours/day.

Effective 1/1/2027, part-time staff, who wish to purchase dental insurance, at no cost to the district, can do so providing they work at least 15 hours per week.

43 Career Award

Those employees who have 10 years of part-time service (uninterrupted) or 12,000 contracted uninterrupted hours of Pittsford service, will be eligible upon retirement through the NYS Employees' Retirement System and/or the Federal Social Security System, to be paid an allowance of $35/day for each unused accumulated sick day (not prolonged illness) at retirement. Those employees who have 10 years of full-time service (uninterrupted) or 12,000 contracted uninterrupted hours of Pittsford service, will be eligible upon retirement through the NYS Employees' Retirement System and/or the Federal Social Security System, to be paid an allowance of $45/day for each unused accumulated sick day (not prolonged illness) at retirement.

Employer contributions will be deposited into the 403(b) account of each recipient employee. If the employee does not have a 403(b) account, the District shall deposit the employer contributions, in the name of the employee, into a 403(b) account established in the employees name.

44 Life Insurance

The Board of Education shall provide on a 50/50 shared cost basis a $10,000 Term Life Insurance Policy for all full-time cafeteria managers with less than five years of Pittsford service. Said employees must be employed for at least 40 weeks per year. Coverage will begin the first month following one complete month of employment. After five years of full-time employment, the District will share the cost of $20,000 provided the employee has submitted the appropriate forms and fulfilled the requirements of the insurer. Employees who retire through the New York State Employees' Retirement System and/or the Social Security system may at their own expense, based on the insurance company's portability rates, maintain their coverage to age 75.

45 Flexible Benefits

If a full-time employee with more than 5 years of continuous service elects to participate in, and contribute to the District's flexible benefit program, the District shall pay the administrative fee.

GRIEVANCE PROCEDURES FOR FOOD SERVICE EMPLOYEES

A. Declaration of Policy

In order to establish a more harmonious and cooperative relationship between employees, supervisors and members of the Board of Education which will enhance the educational program of the Pittsford Central School District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise to assure equitable and proper treatment of employees pursuant to established rules, regulations and policies of the District.

B. Definitions

1. Food Service Employee - The term shall mean any person so designated by the Board as a Food Service member.

2. Chief Administrator--This term shall apply to the Superintendent of Schools of the District.

3. Immediate Supervisor--This terms shall be used for any person responsible for, or exercising any degree of evaluation and/or regulation, or authority over another employee.

4. School Day--This shall mean any day on which the schools of the Pittsford Central School District are open for the attendance of pupils at regular instruction. When the schools of the Pittsford Central School District are in recess for any vacation, school day shall mean any day on which the employee is normally required to be on duty.

5. Representative--Shall mean the counsel or other person designated by either party to act in its behalf.

6. Grievance--A grievance shall mean any complaint by an employee of an alleged violation, misinterpretation, or misapplication of any provision of this agreement.

C. Basic Principles

1. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

2. Any employee shall have the right to be represented at any stage of the procedures by a representative of his/her own choice.

3. Each party to a grievance shall have access at reasonable time to all written statements and records pertaining to such case.

4. No hearings shall be open to the public.

5. All grievances must be presented in writing except at the preliminary stage.

6. All persons who have filed a grievance under these procedures shall be entitled to be present with a representative of their own choice, at any hearing held on the said grievance.

D. **Procedures**

1. **Preliminary Stage**--The employee should first discuss the problem with the immediate supervisor. If the problem is minor in scope, or of such a nature that it can easily be resolved, the employee may not wish to proceed with a formal grievance. The discussion shall take place within 30 days from the date the employee knew of the act or condition upon which the grievance is based. Within five days from the initial discussion, the immediate supervisor should notify the employee of the disposition of the grievance.

2. **First Grievance Stage**--If the employee's problem is not resolved in 1 above, he/she may continue the grievance as follows:

   a. To the immediate supervisor in written form.

   b. The appropriate supervisor or administrator in D.2.a. above, shall render his determination in writing, to the aggrieved employee within five school days after the grievance has been presented to him, and a copy thereof shall be filed with the chief administrator.

   c. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the Second Grievance Stage.

3. **Second Grievance Stage**

   a. In not more than five school days after the employee has been notified of the determination made at the preceding stage, the aggrieved employee may make a written request to the chief administrator for a review and determination of the grievance.

   b. The chief administrator may designate a person to act in his behalf on the said application and delegate full authority to render a determination in his behalf. In the event a person is so designated, the aggrieved employee shall be notified in writing of the designation.

   c. The chief administrator, or his designee, shall notify the aggrieved employee, his immediate supervisor and any other administrator previously rendering a determination in the case, to submit to him within not more than five school days after receipt of the notice of review provided in "a" above, written statements

setting forth the specific nature of the grievance, the facts relating thereto, the determination previously rendered, and the basis upon which it is claimed the previous determination was erroneous.

d. The chief administrator, or his designee, may after receipt of the written statements specified in "a" above, call a hearing to be held at a time and place to be designated in the said notice, to the aggrieved employee and the appropriate supervisor or administrator. The said hearing shall be held not less than five days, nor more than ten school days, after the notice to the employee and the immediate supervisor or administrator, that such hearing is to be held. At such hearing, if called, each party shall have the right to be heard and to submit any additional facts concerning such grievance. In the event no hearing shall have been held by the chief administrator, or his designee, his determination in writing, shall be made within ten school days after the written statements referred to in "c" above, have been submitted to him. Such notice shall be by mailing to the aggrieved person a copy of the determination.

e. In the event a hearing shall have been held, the chief administrator, or his designee, shall render his determination, in writing, within ten school days after the close of the said hearing, by mailing to the aggrieved person a copy of his written determination.

4. **Board of Education Review**

The aggrieved employee may within five school days of the final determination by the chief administrator, by written notice, appeal to the Board of Education for a review of previous determinations made with respect to the said grievance.

a. The aggrieved employee shall submit to the Board of Education contemporaneously with any such appeal, all written statements and records of the case, and all proceedings had with reference thereto.

b. In not less than ten school days from the date or receipt of the said appeal, and statements and records, the Board of Education shall call a hearing at a time and date specified in said notice, and such hearing shall be held in not less than fifteen school days from the date of the receipt of the appeal, statements and records, heretofore referred to.

c. The aggrieved employee and any representative is entitled to be heard as such hearing.

d. No further evidence, proof of facts, other than included within the record as submitted to the Board of Education, shall be adduced at such hearing.

e. In not more than five school days from the date of the completion of the said hearing, the Board of Education shall render its decision and determination in writing, a copy of which shall be sent to the aggrieved employee.

PITTSFORD CENTRAL SCHOOL DISTRICT

APPENDIX A

DOMESTIC PARTNER AFFIDAVIT

This Affidavit is made for the purpose of claiming health and dental insurance benefits for a domestic partner for a qualified employee presently working for Pittsford Central School District. For the purpose of this Affidavit, domestic partners are two (2) adults at least twenty one (21) years of age who have chosen to share one another's lives in an intimate and committed relationship of mutual caring, who live together, and who have agreed to be jointly responsible for the expenses incurred during the domestic partnership.

The undersigned employee and domestic partner, being duly sworn, hereby individually and jointly declare and agree:

1. That (employee's name) is presently an employee of Pittsford Central School District and qualifies for health and dental insurance benefits as described in Sections 32, 33, 34, 36, 37, 38, and 42 of the Agreement between the Pittsford Central School District and the School Food Service Department, and that (domestic partner's name) is living with the employee in a domestic partnership as hereafter described.

   We are both at least twenty-one (21) years of age and are competent to enter into a contract.

2. We are not related to each other by blood to a degree of closeness that would prohibit legal marriage in the State of New York.

3. We are not married and are not the domestic partner of anyone else in any jurisdiction.

4. We have not terminated a Domestic Partnership Affidavit or its equivalent in this or another jurisdiction, within eighteen (18) months immediately prior to making this Affidavit.

5. We currently live in the same household, have lived in the same household continuously for at least eighteen (18) months immediately prior to this Affidavit, and intend to continue to live in the same household indefinitely.

6. We are committed to the physical, emotional and financial care and support of each other.

7. We are financially interdependent as evidenced by at least two of the following (i.e. joint bank accounts, joint credit cards, joint ownership of a residence, household expenses, granting power of attorney, designating each other as sole beneficiary/executor) or evidence of other joint financial responsibilities.

8. We share with each other the common necessities and tasks of one household.

9. We agree to inform the Pittsford Central School District, as soon as possible, if this domestic partnership should change or end.

10. We understand that we are subject to all standard requirements, criteria and qualifications of the District's medical and/or dental insurance plans.

11. We agree that if we have or either of us has made any false statements regarding his or her qualifications as a domestic partner, or shall have failed to comply with the terms of this Affidavit, and Pittsford Central School District suffers any loss thereby, we shall be responsible for reimbursing and indemnifying the Pittsford Central School District for any losses or expenses incurred by the District on account of such false statement or failure to comply, including reasonable attorney fees and court costs.

Dated: _____

_____
Employee Signature

_____
Print Name

Sworn to before me this _____ day of

_____, 20__

_____
Notary Public

Dated: _____

_____
Domestic Partner Signature

_____
Print Name

Sworn to before me this _____ day of

_____, 20__

_____
Notary Public

Handbook Acknowledgement and Disclaimer

I, _____ ,
have received, read, understood and agree to comply with the Employee Handbook for Pittsford Central School District Food Service, dated _____