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EAST MEADOW UNION FREE SCHOOL DISTRICT
CAFETERIA PERSONNEL AGREEMENT

AGREEMENT, made as of the 1st day of July 2009, by and between East Meadow Union Free School District, Town of Hempstead, County of Nassau, State of New York, hereinafter referred to as the "Board," and the Civil Service Employee Association Inc., Local 1000, AFSCME, AFL-CIO, Cafeteria Personnel Unit of Nassau Educational Local 865, hereinafter referred to as the "Association."

1.0 RECOGNITION

The Board hereby acknowledges that the Association represents a majority of the cafeteria personnel employed by the Board. Accordingly, and in compliance with Article 14 of the Civil Service Law, the Board hereby recognizes the Association as the exclusive representative and negotiating agent for all cafeteria personnel with respect to wages, hours and other terms and conditions of employment, and for the administration of grievances arising out of the terms and conditions of such employment during the period of this Agreement, ending at the close of the school year, June 30, 2013.

2.0 PROCEDURES

2.1 (a) Any negotiations conducted during school hours shall not result in lost wages to participating personnel.

2.2 NO STRIKES

2.2 (a) The Association shall not engage in a strike, nor cause, instigate or encourage a strike.

2.2 (b) The Association shall exert its best efforts to prevent or terminate such strike.

2.2 (c) Nothing contained in the Agreement shall be construed to limit the rights, remedies or duties of the Board or the rights remedies or duties of the Association employees under State law.

3.0 DEFINITIONS

3.1 "Employer" shall mean Board of Education, East Meadow Union Free School District, East Meadow, Town of Hempstead, County of Nassau, State of New York.

3.2 "Chief School Administrator" shall mean the Superintendent of Schools who is the executive offer of the Board of Education.

3.3 "Employee" shall mean cafeteria personnel of East Meadow Union Free School District, who are employed under Civil Service regulations.

3.4 "School Lunch Manager" shall mean the person who is assigned to exercise district-wide supervisory responsibility over cafeteria personnel.

3.5 "Grievance" shall mean any violations or misinterpretations of the existing rules which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees provided, however, that such term shall not include any matter involving an employee's rate of compensation, retirement benefits or disciplinary proceedings.

3.6 "Permanent" shall mean those employees who are regularly scheduled to work a minimum of four (4) hours per day and not emergency or substitute help.

4.0 WORKING CONDITIONS

4.1 Except as required by the School Lunch Manager, during the months of July and August cafeteria personnel shall work five (5) days per week between September 1st and the closing of school in June of each year except that Cooks, Cook Managers and other cafeteria personnel may be required to report for duty as directed by the School Lunch Manager during the last week of

August in order to prepare for the ensuing school year. All other personnel shall be required to report for duty at least two (2) days before the opening of school in September, or as otherwise directed by the School Lunch Manager, for preparation of the program for the ensuing school year.

4.1 (a) The daily work period for each employee shall continue to be determined by the School Lunch Manager.

5.0 PROMOTIONS

5.1 All openings for promotional positions and for positions paying higher salary differentials shall be adequately noticed and shall be filled in accordance with applicable Civil Service Laws with selection to be made by the School Lunch Manager.

5.2 In cases of reduction of staff, seniority shall prevail within job classification in the normal inverse order of employment.

5.3 In promotional opportunities for persons covered by this Agreement, or other vacancies, seniority will be considered provided the employee qualifies. Personnel required to work in a premium paying position (Cook positions or Cook Managers) shall be paid at the higher rate for time worked in excess of five (5) consecutive days.

5.4 Transfer of school lunch personnel, all other factors being equal, will be made on the basis of seniority.

6.0 PERSONAL INJURY

6.1 Employees injured on the job shall be required to apply for Workers' Compensation benefits and Disability Income Protection insurance. Employees required to be absent because of an on-the-job injury, shall receive full salary during such absence, up to a maximum of 80 total work days for all on-the-job injuries compensable by Workers' Compensation incurred during an individual's entire employment with the District. The weekly cash benefits paid by Workers'

Compensation and Disability Income Insurance shall be turned over to the Board during the period when the employee is receiving full salary.

6.2 At no time may an employee receive a combination of salary, Workers' Compensation, school district disability insurance or social security benefits which total in the aggregate more than one hundred (100%) percent of their regular salary.

6.3 In accordance with Section 126(B) of the New York State Workers' Compensation Law, the district has implemented a managed care program. CSEA members will participate in the program. All employees who are injured arising out of, or in the course of, their employment and who apply for Workers' Compensation benefits shall be immediately referred to the Managed Care Organization (MCO) selected by the district. Any employee referred to the MCO must remain under their care for a period of no less than thirty (30) days. If, after a period of thirty (30) days, the employee is not satisfied with the care received through the selected MCO, he/she may elect to receive treatment from another provider within the MCO, or receive treatment from any other health provider licensed by the New York State Workers' Compensation Board.

7.0 HEALTH INSURANCE

7.1 Effective July 1, 1991, the Board shall pay eight-five (85%) percent of the total cost of health insurance based on the statewide option and the employee shall pay fifteen (15%) percent of the cost. Employees hired as permanent after September 1, 1982, will be eligible for health insurance only if they work at least twenty-five (25) hours per week. Effective July 1, 1993, all new employees must be regularly scheduled to work thirty-five (35) or more hours per week in order to be eligible to receive health insurance. Employees who were hired prior to July 1, 1993 and were regularly scheduled to work at least twenty (20) hours per week as of June 30, 1993, who are not currently receiving health insurance, will be eligible to receive health insurance at a rate where the District will pay for seventy-five (75%) percent of the cost of an individual or

family plan and the employee will contribute twenty-five (25%) percent of the cost if they are regularly scheduled to work for twenty-five (25) or more hours per week at any time after June 30, 1993. All individuals who are receiving health insurance as of June 30, 1993 will continue to receive insurance at the same contribution rates in effect as of June 30, 1993 as long as they remain permanent employees.

7.2 Members of the unit who retire at age fifty-five (55), or older, or younger if a disability retirement, and retire under the New York State Employees Retirement System subsequent to July 1, 1991 will be guaranteed that the Board will contribute for the member's lifetime no less than eighty-five (85%) percent of the total cost of the applicable health insurance premiums into Retirement. The unit member and the District shall execute an individual contract as per the attached Appendix A.

It is agreed that the District shall pay the cost of the Medicare Part B reimbursement only if required by law to do so. This change will not be implemented until the District makes this change with all bargaining unit employees eligible for health insurance.

7.3 The District reserves the right to self insure or choose an alternate health plan. The Board agrees to provide the unit president with a copy of relevant data regarding health benefits before selecting an alternative health plan and will provide an opportunity for input.

7.4 Employees hired on or after July 1, 1990 shall not be eligible for coverage under the District's health insurance plan if they are eligible for comparable health insurance under the plan of a spouse.

7.5 Employees who qualify for enrollment in the District's health insurance program, as of September of each year, and who elect not to participate in same for the entire school year because of alternative coverage, shall receive a payment of 40% of the applicable coverage in June

of that year for non-participation in individual coverage. Payments under this program shall be made by separate check at the conclusion of each full school year coverage has been waived. Members of the unit shall notify the District if they wish to participate in this program. Members of the unit shall be able to reapply for insurance coverage at any time subject to the requirements and conditions specified in the New York State Health Insurance Program. Unit members whose non-participation is for less than a full school year shall receive a pro-rated amount of such payment.

7.6 DISABILITY INSURANCE.

The School Board will continue to provide the New York State Group Long Term Disability Insurance provided by the State Insurance Fund for all permanent cafeteria personnel.

8.0 RETIREMENT BENEFITS

8.1 The Board agrees to pay during the term of this contract the full cost of a retirement plan as presently provided in Section 75-1 of the New York State Retirement System.

9.0 LEAVE ALLOWANCE

9.1 (a) Except as otherwise provided in Section 4.0/4.1, cafeteria personnel will not be employed during the summary terms.

9.1 (b) Vacations and other unpaid leaves shall be scheduled only with the approval of the School Lunch Manager. Unapproved absences shall be subject to loss of pay and other action.

9.1 (c) All employees hired as permanent after July 1, 1978, shall be entitled to vacation days as per the following schedule:

After three (3) years of permanent employment	- three (3) days
After five (5) years of permanent employment	- five (5) days
After ten (10) years of permanent employment	- ten (10) days

9.2 Each employee shall be entitled to a leave of absence of three (3) days with pay when there is a death in the immediate family of a husband, wife, father, mother, children, sister,

brother, mother-in-law, father-in-law, brother-in-law or sister-in-law. Each employee shall be allowed without loss of pay up to a maximum of three (3) unanticipated emergency or snow days as declared by the Board of Education when school is closed and teachers are not in attendance.

9.3 COURT AND/OR GOVERNMENTAL AGENCY APPEARANCES

The number of days necessary will be allowed without loss of salary, if one of the following conditions occur:

(a) The School District is involved and the employee is a party or witness to the action.

(b) The Employee is required by court order or subpoena to appear in any federal, state, county, town or village judicial or quasi-judicial proceeding, and the employee is not otherwise a party to such proceeding, or personally involved therein.

(c) Selective Service examinations shall be excused without loss of pay for such purposes.

(d) Fees received shall revert to the School District.

9.4 JURY DUTY

Cafeteria personnel assigned to Jury Duty shall be paid the difference between any monies received for jury duty and their regular salary for that period served.

9.5 OTHER COMPENSATION

9.5 (a) Permanent cafeteria personnel will not receive payment for holidays as classified in the official school calendar. However, in lieu thereof, said personnel shall be entitled to receive payment for one (1) day per month during the official school year, with a maximum of ten (10) days in each year provided the employee has worked at least one hundred thirty-five (135) days in each year, less the number of days cafeterias are closed during a strike by other employees of the

Board. Where there is more than one holiday in a month, permanent cafeteria personnel shall be paid for the first holiday of the month.

9.5 (b) Permanent cafeteria personnel will receive these ten (10) days in each year provided the employee has completed five (5) years of service and has worked at least one hundred thirty-five (135) days each year, less the number of days cafeterias are closed during a strike by other employees of the Board.

9.5 (c) In order to receive pay in lieu of a holiday in a given month, an employee must work both the day before and the day after any holiday period lasting more than one day, unless they provide a doctor's note excusing the absence.

9.6 ABSENCES FOR PERSONAL BUSINESS AND SICKNESS

9.6 (a) Sick Days

All permanent cafeteria personnel shall receive two (2) paid sick days per year with no loss to employee. All permanent cafeteria personnel who have served the District for five (5) or more years shall receive four (4) paid sick days per year with no loss to employee. These days shall be cumulative.

9.6 (b) Personal Days

Cafeteria personnel shall be entitled to one (1) day per year to attend to personal matters. The one (1) personal day, if unused, will be credited/accumulated as a sick day.

9.6 (c) Absences

If a permanent cafeteria employee has not been absent on any scheduled day during the contract year, including personal days, they shall receive compensation equal to six (6) scheduled workdays. If a permanent cafeteria employee has been absent only one (1) day on any scheduled day during the contract year, including personal days, they shall receive

compensation equal to two (2) scheduled workdays. If a permanent cafeteria employee has been absent for no more than two (2) days during the contract year, including personal days, they shall receive compensation equal to one (1) day. Such pay shall be included in the last paycheck of the contract year. Perfect attendance shall mean zero (0) days absence, including workers' compensation and any other type of leave.

10.0 SALARY

10.1 See Appendix "B."

10.2 The payment days presently in force and effect in the District shall continue in the same manner unless otherwise changed by administrative policy. Every effort will be made to pay the annual shoe allowance by September 30th of each year.

11.0 PERSONNEL FILES

11.1 Upon request, employees shall be permitted to examine their own official employment and personnel file, once annually.

11.2 The School District shall reproduce for the employees, upon their request, one (1) copy of pertinent material in their file, at the discretion of the Superintendent of Schools or his designee.

11.3 It is agreed that items of mutual interest may be discussed at meetings called by the School Lunch Manager and the President of the Employee Association.

12.0 ASSOCIATION BUSINESS

12.1 Permission shall be granted for the reasonable use of the district facilities for meetings upon written and timely application, in accordance with Board policy.

13.0 AGENCY FEE AND DUES DEDUCTION

13.1 Every member of the bargaining unit who is not a member of the Association shall, within thirty (30) days after the initial date of employment, pay to the Association an agency fee. Such fee shall be equal to one hundred (100%) percent of the membership dues of the Association.

Such fee may be paid through a dues check-off, provided however, that the form of such payment shall be entitled the "Agency Fee Check Off."

13.2 Indemnity - The Association agrees to save and hold harmless the District from all loss, expenses, damages, costs and attorneys' fees that may accrue as a result of the aforesaid contract by reason of any actions or suits brought against the District by any employee in this unit of representation aggrieved by the implementation of the aforesaid agency shop provision of the aforesaid contract.

13.3 The Board agrees to deduct from the salaries of its employees, dues for the Association as said employees individually and voluntarily authorize the School Board to deduct and to transmit such monies on a monthly basis to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York. Employee authorization shall be in writing and in a manner consistent with Section 93-B of the Municipal Law, and Chapter 392 of the Laws of 1967.

13.4 Any employee shall have the right to payroll deduction of his membership dues and insurance premiums as provided for under Chapter 392 of the Laws of 1967.

13.5 If an employee chooses to revoke the payroll deduction authority, it shall be done in writing and be received by the Superintendent of Schools at least one (1) month prior to the date on which said deduction is to become effective.

13.6 If the employee then changes his or her mind and signs another new payroll deduction card, he or she shall be afforded the payroll deduction rights. Such changes must be presented to the Superintendent of Schools, in writing, at least one (1) month prior to the date on which said change is to become effective.

13.7 The Association assumes full responsibility for the disposition of the funds so deducted one they have been turned over to the authorized representative.

14.0 GRIEVANCE PROCEDURES

In compliance with Article 16 of the General Municipal law (Chapter 554 of the Laws of 1962) regarding the establishment of grievance procedures for public employees, and in order to establish the most harmonious and cooperative relationship between employees, supervisors, administrators and members of the Board of Education, the District hereby incorporates in this Agreement such grievance procedures, rules and regulations and the same are attached hereto and made a part hereof as Appendix "C."

15.0 UNIFORMS/MISCELLANEOUS

The District shall provide each employee with four (4) uniforms, per year, which must be worn during the workday. The District shall provide each bargaining unit employee with \$105.00 each year towards the purchase of work shoes. It is understood that this provision supplants the District's obligation to provide a uniform allowance. The District agrees to consult with the Union to determine the style and color of cafeteria uniforms.

16.0 MUTUALITY OF OBLIGATION

16.1 In the event that any provision of this Agreement is or shall be at any time contrary to law, all other provisions of this Agreement shall continue in full force and effect.

16.2 The failure of either party to enforce any provisions of this Agreement shall not operate as a waiver thereof or of any other provision herein, and the Agreement shall continue in full force and effect.

16.3 The within provisions constitute the entire agreement between the parties and may not be modified or extended orally, and no provisions of any policy, by-laws or administrative code or any other writing, except as provided herein shall be deemed incorporated herein by reference.

Negotiations hereunder shall not be reopened unless by mutual agreement between the parties.

17.0 JOB-RELATED PHYSICALS AND HEALTH CERTIFICATION

The District has the right to require a job-related physical examination for unit members. The physical examination shall take place no more than once per year at the District's expense.

Effective July 2007, all employees engaged in the food service program must be health certified by the Board of Health. The employee must keep the health certification current. The District will pay the tuition cost pertaining to this certification requirement.

17.1 VOLUNTARY HEPATITIS PROGRAM

Effective July 1, 2009, all employees shall be eligible to participate, on a district paid basis, in a hepatitis prevention program consisting of A & B series of vaccines and an every other year Mantoux test.

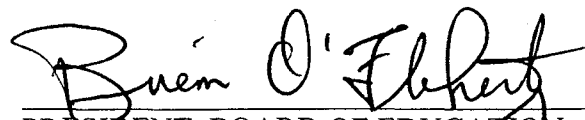
18.0 DURATION

The provisions of this contract shall be effective as of July 1, 2009 and shall remain in force and effect until June 30, 2013.


19.0 TAYLOR LAW REQUIREMENT

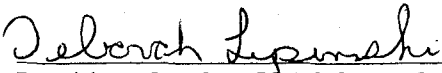
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties hereto set their hands and seals.



PRESIDENT, BOARD OF EDUCATION
EAST MEADOW UNION FREE SCHOOL DISTRICT


CSEA, Inc., Local 1000
AFSCME AFL-CIO - Collective Bargaining Specialist


President, NASSAU LOCAL, C.S.E.A.
EAST MEADOW UNIT, CAFETERIA SECTION

APPENDIX B

<u>CLASSIFICATION</u>	<u>STEP</u>	<u>2009/2010</u>	<u>2010/2011</u>	<u>2011/2012</u>	<u>2012/2013</u>
<u>FOOD SERVICE HELPER</u>	II	\$12.96	\$13.41	\$13.89	\$14.39
Longevity after 10 years		17.86	18.49	19.15	19.84
Longevity after 15 years		18.51	19.15	19.84	20.56
Longevity after 20 years		18.68	19.34	20.03	20.75
<u>COOK</u>	I	13.18	13.64	14.13	14.64
	II	13.69	14.17	14.68	15.21
Longevity after 10 years		19.18	19.85	20.56	21.30
Longevity after 15 years		20.63	21.35	22.12	22.91
Longevity after 20 years		21.42	22.17	22.97	23.80
<u>COOK MANAGER</u>	I	13.88	14.37	14.88	15.42
	II	14.85	15.37	15.93	16.50
Longevity after 10 years		20.78	21.51	22.28	23.09
Longevity after 15 years		21.42	27.17	22.97	23.80
Longevity after 20 years		21.52	22.27	23.07	23.90

Effective July 1, 2009, employees will receive their longevity amount on their anniversary date.

APPENDIX A

Contract entered into between the East Meadow School District and _____, this
_____ day of _____, 20_____.

WHEREAS, the District recognizes the long service of _____.

WHEREAS, after careful consideration _____ has submitted a letter of retirement which has been accepted by the District and has relied upon the provisions of Article 7.2 of the 1990-93 collective bargaining agreement between the District and Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Cafeteria Unit as to the level and extent of such coverage. _____ certifies that he/she has carefully reviewed all applicable provisions of the contract and has had ample opportunity to consider his/her alternatives, including the opportunity to confer with counsel. _____ states that he/she has freely entered into retirement and has not in any way been coerced to retire.

The District recognizes its obligation to contribute eighty-five (85%) percent of the health insurance premiums for family or individual coverage, whichever is applicable for the life of _____.

A copy of the Board resolution approving this Agreement is attached hereto.

Employee Name

Superintendent

Date

Date

APPENDIX C

**EMPLOYEE GRIEVANCE PROCEDURES
FOR THE EAST MEADOW PUBLIC SCHOOLS
EFFECTIVE JULY 1, 1976**

PREAMBLE

The success of any plan of grievance machinery in the public schools depends primarily on the mutual trust and respect displayed by all persons concerned with its operation and on the sincerity of their efforts in helping to make it work. Assurance of reasonable working relationships and improved staff morale, for the purpose of enhancing the educational opportunities of all children, is the essential goal to be sought in providing a grievance procedure in public school systems. Experience suggests that the development of such a procedure before it is needed is the best way to assure that it will not be needed.

DECLARATION OF POLICY

These grievance procedures are instituted to establish a more harmonious and cooperative relationship between teachers, employees, administrators, and the Board of Education, and to provide ways to settle differences promptly and fairly as they arise. In order to establish a harmonious and cooperative relationship between the East Meadow Union Free School District, its professional and nonprofessional employees, the following grievance procedure is established for the settlement of differences between the said employees and the school district under which the employees may, present grievances free from coercion, interference, restraint, discrimination or reprisal.

DEFINITIONS

Professional employees are defined as those compensated under the teacher's salary schedules. Nonprofessional employees are defined as all employees not compensated under the teacher's salary schedules. Both professional and nonprofessional employees are hereinafter known and referred to as the "Employee."

A grievance may concern any condition tending to endanger or handicap an employee in the proper discharge of his/her duty. Grievance shall mean any claimed violation,

misinterpretation or inequitable application of existing laws, rules, procedures, regulations, administrative orders or work rules of the East Meadow Public Schools and the law, rules and regulations of the State of New York and the Commissioner of Education, or any act or condition which has given an individual a sense of wrong or oppression except that such grievance shall not include any matter involving the following:

- a. Questions involving the employees rate of compensation
- b. Questions about retirement benefits
- c. Questions relating to formal disciplinary proceedings
- d. "Any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law."

At all stages of the grievance procedure, the employee has the right to be represented by or counseled by an individual of the employee's choice, or legal counsel. The employee shall attempt first to satisfy his grievance by an informal conference with the School Lunch Manager. Such conference shall be held within ten (10) school days of the events giving rise to the grievance or the grievance shall be deemed waived and barred and outside the scope of this procedure. The employee shall be informed within a period of five (5) days of the determination made regarding his/her grievance.

STEP 1

If a grievance has not been satisfactorily resolved by informal conference as aforesaid the employee shall request in writing, a review and determination by the School Lunch Manager. The School Lunch Manager shall make written reply within five (5) days of receipt of such request.

STEP II

In the event the employee desires to appeal from the decision of the School Lunch Manager, the employee shall request in writing a review and determination by the Superintendent of Schools. Such request shall be directed to the Superintendent of Schools with a copy thereof

being sent to the School Lunch Manager. Such request shall contain a statement of the grievance and the facts relating thereto. The School Lunch Manager shall likewise forward to the Superintendent of Schools, with a copy to the employee, his/her own statement and determination, with a copy of all written documents filed.

Upon receipt of a written request from an employee, the Superintendent of Schools shall schedule a hearing to be held not more than five (5) school days from the date of receipt of such request, with not less than two (2) days notice to employee. Oral and written statements may be offered at such hearing for consideration. Determination of the hearing shall be made promptly, and in any event within five (5) school days from the date of hearing. Written notice shall be given to the employee of such determination.

STEP III

The employee shall have the further right to appeal from the decision of the Superintendent of Schools to The Board of Education within a period of ten (10) school days from the date of the notice of the decision of the Superintendent of Schools. A copy of the Notice of Appeal shall likewise be directed to The Superintendent of Schools who shall thereupon forward to the President of the Board of Education the record of the hearing held and in addition, sent a copy of such record to the employee. The Board of Education shall set a date for a hearing not more than thirty (30) days from the date of receipt of the Notice of Appeal and upon not less than five (5) days notice to the employee of such date of hearing.

The Board of Education shall review the record presented and such additional statements or documents that may be offered by the employee and the Superintendent of Schools may be granted the right to appear personally before the Board. The Board shall render its decision

promptly in any event not more than thirty (30) days from the date of the hearing, and notify the employee in writing thereof.

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