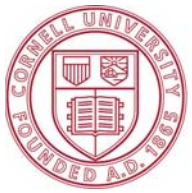

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Title: **Caledonia-Mumford Central School District and Caledonia-Mumford Support Staff, NYSUT, American Federation of Teachers (AFT), AFL-CIO (2001)**

Employer Name: **Caledonia-Mumford Central School District**

Union: **Caledonia-Mumford Support Staff, NYSUT, American Federation of Teachers (AFT), AFL-CIO**

Local:

Effective Date: **01/01/01**

Expiration Date: **12/31/05**

PERB ID Number: **7991**

Unit Size: **60**

Number of Pages: **14**

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Caledonia-Mumford Central School
District And Caledonia-Mumford
Support Staff

AGREEMENT BETWEEN THE

SUPERINTENDENT OF SCHOOLS

OF THE

CALEDONIA-MUMFORD CENTRAL SCHOOL DISTRICT

AND

CALEDONIA-MUMFORD SUPPORT STAFF,

NYSUT/AFT, AFL-CIO

2001 - 2005

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RELATIONS BOARD

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AGREEMENT

This Agreement, made this 1st day of July, 2001, by and between the Chief Executive Officer of the Caledonia-Mumford Central School District (hereinafter referred to as the "Superintendent") on behalf of the Board of Education of the Caledonia-Mumford Central School District (hereinafter referred to as the "Board") and the Caledonia-Mumford Support Staff, NYSUT/AFT, AFL-CIO (hereinafter referred to as the "Association").

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 PROVIDING ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPOPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

ARTICLE 1 - RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative for a bargaining unit consisting of all full and regular part-time employees in the following titles: bus drivers, food service workers, maintenance employees, aides, regular substitute bus drivers, bus monitor, bus washer, courier, and excluding the Superintendent, administrators, business manager, treasurer, tax collector, school nurses, Superintendent's secretary, administrative secretaries, attendance clerk, and supervisors. Such recognition shall extend to the maximum period allowable pursuant to applicable sections of the Public Employees Fair Employment Act.

ARTICLE 2 - SAVINGS CLAUSE

This Agreement and all provisions herein are subject to all applicable laws. In the event any article or any section of any article of this Agreement is held by a court of competent jurisdiction to violate any such applicable law, that article or section shall be rendered null and void and the remainder of this Agreement shall remain in full force and effect as if the violative portion had not been a part of this Agreement.

ARTICLE 3 - NO STRIKE

The Association agrees that it will not cause, condone, sanction or take part in any strike, walkout, slow-down or work stoppage within the District.

ARTICLE 4 - DUES DEDUCTION

The Board agrees to such deductions from the salaries of unit employees as are dues for the Association as such employees individually and voluntarily authorize the District to make. Authorization will be on a form provided by the Association. No later than ten (10) days prior to the third pay period, the Association will submit a list of members for whom dues shall be deducted and authorization cards for those who do not have cards on file. Deductions will commence with the second pay period and continue in eighteen (18) equal installments. The Association agrees to indemnify and hold harmless the District from any and all claims made as the result of deductions made under this Article.

ARTICLE 5 - UNION RIGHTS

Section 1. The President of the Caledonia-Mumford School Support Union or the President's designee shall be allowed to visit the buildings within the District to investigate working conditions, problems, and for other purposes as related to the welfare of the Association. These visits are to be arranged with the building principal so there will be no interruption in service. These visits may be made during off-duty hours or during duty hours. If they are during duty hours, arrangements will be made with the immediate supervisor of the President or the President's designee and the immediate supervisor of the area where the visit is to be made. Such arrangements must be made at least eight (8) hours in advance. The total number of visitation hours away from the workstation during the year shall not exceed forty (40). The President will maintain a log of released time and keep a copy of such log on file in the office of the Superintendent.

Section 2. The Association shall have the right to hold meetings to conduct Association business in District buildings according to District policy and on non-working time. A written request must be made to the Superintendent during school business hours at least 24 hours in advance of such use.

ARTICLE 6 - POSTING VACANCIES

Section 1. All new positions, and or vacancies including full-time, part-time, leave vacancies and all others excluding summer positions shall be posted for seven (7) school business days prior to the date that the District permanently fills the position. The posting will be in all District buildings.

Section 2. All factors being equal, current employees will be hired in seniority order for vacancies over outside applicants.

Section 3. Long term substitutes, except regular substitute bus drivers, employed in excess of sixty (60) calendar days shall be entitled to the benefits of this contract on the sixty first (61st) day.

ARTICLE 7 - WORK IN HIGHER CLASSIFICATION

In the event that a full-time employee is assigned to work temporarily in a higher rated job classification for a period of three (3) work days in a pay period, the employee will be paid at the rate of pay for the higher job classification starting on the fourth work day.

ARTICLE 8 - SENIORITY AND LAYOFF

Section 1. Seniority shall be established as beginning with the most recent date of employment within the District in a bargaining unit position. Seniority shall apply and accrue only in the job classification in which the employee is assigned. Employees who transfer from one job classification to another shall have their seniority frozen in their previous job classification.

Section 2. An updated seniority list will be available to the Association on or about October 1 of each work year.

Section 3. Layoff or necessary reduction in work hours shall be by seniority within each job classification beginning with the least senior employee.

Section 4. In the event of layoff, more senior employees may bump less senior employees within their *job* classification.

Section 5. Employees who have been laid off from a job classification shall be recalled to that same job classification in inverse seniority order (most senior first). A recall list shall be established and maintained by job classification for a period of five (5) years, or a period equal to the affected employees accumulated seniority whichever is less. A refusal to accept recall or the employee's failure to notify the Administration of any change in address will result in that employee's name being removed from the recall list. Any employee accepting recall must report for work no later than seven (7) calendar days from the date of notification. Failure to do so will be considered a voluntary quit.

ARTICLE 9 - SICK LEAVE

Section 1. Employees shall, after two months of service, receive one (1) day per month to a total of ten (10) sick days per year for ten (10) month employees, twelve (12) days for twelve (12) month employees. It is the intention of the parties that these days may be used for employee sickness, as well as sickness of an immediate family member. Immediate family shall be defined as spouse, child, mother, father, mother-in-law, father-in-law, grandchild or grandparent of self or spouse. An employee may be asked for a doctor's excuse after three (3) consecutive sick days in a pay period.

Section 2. Ten-month employees may accumulate sick days to a total of 150 days, twelve-month employees to a total of 200 days.

Section 3. If an employee who has used sick leave is entitled to workers compensation payments for wages (excluding permanent damage awards), the amount of such payments will be paid to the District in full by the employee and the employee shall be credited back with the pro-rata number of used sick days.

Section 4. A statement of accumulated sick leave days as of June 30 will be given to each employee by August 1.

Section 5. All employees demonstrating perfect attendance during the school year (September 1st through June 30th) shall receive a bonus of $100. Perfect attendance shall be defined as no use of sick days, personal leave or any other extended leave. Use of bereavement days or vacation days are not credited against perfect attendance.

Section 6. Ten-month employees who work during the summer as maintenance employees shall be granted two additional sick days for use during the summer. If unused, the two additional sick days shall accumulate.

ARTICLE 10 - PERSONAL DAYS

Employees working a minimum of six (6) hours per day and ten-month bus drivers shall be granted two (2) personal days per year. A request for such days must be submitted five workdays in advance, except in a matter of emergency, and must be approved by the Superintendent. Unused days will be accumulated as sick leave time. Employees working less than 6 hours per day who are scheduled to work whenever school is in session shall be granted 1 personal day. Personal days shall not be granted on or before paid holidays, school recesses, and Superintendent Conference Days. An exception will be made for employees requesting a personal day for the purpose of transporting a child to and from college. All other exceptions shall be made at the discretion of the Superintendent.

ARTICLE 11 - BEREAVEMENT LEAVE

Section 1. Upon a death in the immediate family (parents, spouse, children, brothers, sisters, grandchildren, grandparents or parents-in-law, brother-in-law, sister-in-law) a leave of up to a maximum of three (3) days will be extended without loss of pay. If travel to the funeral will be over 300 miles, a maximum of five (5) days will be granted.

Section 2. Upon the death of uncles or aunts, the time required for attending the funeral up to one day would be granted.

ARTICLE 12 - EXTENDED LEAVE

Section 1. Employees may request permission to take an extended leave of absence without pay. This leave is not to exceed six (6) months and the request must be made to the Superintendent in writing at least four (4) weeks prior to the start of the leave. Approval for the leave must be obtained in writing from the Superintendent.

Section 2. During this extended leave, no sick time, vacation time or other benefits will accrue.

Section 3. It is the employee's responsibility to make arrangements with the payroll office for the payment of medical insurance costs during the leave.

Section 4. The employee must notify the Superintendent of his/her intention to return to work at least sixty (60) days prior to the end of the leave, or sixty (60) days prior to returning to work if she/he desires to terminate his/her leave earlier than scheduled. Failure to file proper notice with the Superintendent within the time frame described will constitute abandonment of employment and a replacement will be recruited.

Section 5. A parental leave of up to 1 year will be granted upon the request of the employee. Such leave shall be subject to the provisions of this Article.

Section 6. Family Medical Leave Act.

All leave and benefit provisions of this agreement will be counted towards the leave and benefit provisions of the Family and Medical Leave Act of 1993 where applicable. FMLA leave and benefits will be applied for eligible employees if the contractual leave and benefits provide less than the FMLA.

ARTICLE 13 - JURY DUTY

If called on jury duty an employee will be paid for a normal working day. However, if excused for one-half or more of the day after reporting for jury duty, the employee will be expected to report for work for that portion of their normal workday.

ARTICLE 14 - HOLIDAYS

Section 1. Twelve-month employees working a minimum of six (6) hours per day shall receive twelve (12) paid holidays per year: July 4, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, Friday after Thanksgiving, Christmas, New Year's, Martin Luther King Day, President's Day, Good Friday, Memorial Day.

Section 2. All ten-month employees shall receive eight (8) paid holidays per year: Columbus Day, Veterans' Day, Thanksgiving, Christmas, Martin Luther King Day, President's Day, Good Friday, and Memorial Day.

ARTICLE 15 - VACATIONS

Section 1. Twelve-month employees working a minimum of six (6) hours per day shall receive paid vacation, based on anniversary date of hire, as follows:

0 through 1 Year of Service:	1 Week (5 days)
1 through 6 Years of Service:	2 Weeks (10 days)
7 through 14 Years of Service:	3 Weeks (15 days)
15 Years or More of Service:	4 Weeks (20 days)

Section 2. Vacation requests shall be submitted to the immediate supervisors for approval at least one month (30 days) in advance of the beginning of the vacation period.

Section 3. Preference for vacation schedules will be based upon seniority.

Section 4. Unless approved by Superintendent, vacations shall be taken when school is not in session.

Section 5. Vacation days may not be accumulated except upon written consent of Superintendent.

ARTICLE 16 - REIMBURSEMENT FOR DAMAGE

The District will reimburse unit members for the reasonable cost of replacing or repairing dentures, eye glasses, clothing, or hearing aids not covered by workers compensation which are damaged, destroyed, or lost as a result of an injury sustained in the course of the unit member's employment with the District, when the unit member has not been personally negligent with reference to the incident.

ARTICLE 17 - UNIFORMS

The District will provide uniforms for custodians and the bus mechanics. If required for the cafeteria staff, the District will provide uniforms and cleaning. If the District requires work shoes, employees will be reimbursed upon presentation of a receipt up to $50 annually.

ARTICLE 18 - MISCELLANEOUS

Section 1 - Work Rules. Any work rules established outside of this Agreement, i.e., cafeteria dress code, to comply with outside regulatory agencies shall be consistently applied to everyone.

Section 2 - Meetings and/or Education Classes. All employees shall be reimbursed at their regular hourly rate when attendance is mandatory at meetings and/or educational courses held by and for the District. Drivers who are unable to attend the bus driver training session offered by the District and wish to attend a bus driver training program offered at BOCES or in another district are free to do so at their own expense. They will not be paid for the day they attend the out-of-district workshop but, like the other drivers, will be paid for the day the District workshop is conducted.

Section 3 - Continuing Education. The District shall pay for fees for any workshop and/or courses the employees enroll in and that have been approved in advance by the District.

Section 4 - Mileage Reimbursement. The District shall reimburse the employee for all approved mileage expenses at the prevailing IRS rate.

Section 5 - School Year - Bus Drivers, Cafeteria, and Aides: Exclusive of up to four (4) Superintendent conference days/staff development days, if the actual school year is less than what is called for in the proposed school calendar for that year, bus drivers, cafeteria staff and aides will be guaranteed payment for the number of proposed days at their average daily rate of pay.

Bus drivers who are scheduled to drive to locations outside the District will be permitted to drive on days that those schools are open and the Caledonia-Mumford schools are closed. Those drivers who have runs outside the District and whose schools are closed, may be called in to drive any run that is not being driven by a regular driver, and will receive their regular rate of pay for that day. On those days where there is no available run, the driver will be paid 1/2 of their regular hours for the run.

Those drivers with runs to private and or parochial schools will be paid for the whole day when one (1) or more of their schools are in session.

Bus runs shall be bid annually beginning in the summer of 2001. The bidding process will be completed by August 10 of the year. Bidding and the assignment of runs will be on a seniority basis, beginning with the most senior driver. A complete list of runs, including the route and number of hours for each run, will be posted prior to the beginning of the bidding period. Runs that are substantially modified by additions or deletions that would alter the route by 45 minutes shall be posted and rebid after one month of operation. The District reserves the right to assign a new driver to any run that becomes open during the year due to a vacancy. The run for such a vacant position shall be bid during the following summer. Any vacant position occurring after the posting of runs shall be bid the following summer.

If Caledonia-Mumford is closed for inclement weather, no driver is expected to drive to any other school.

It is not mandatory for part-time cafeteria workers to report on Superintendent conference days/staff development days. They will not, however, be paid for days that they elect not to work.

Section 6 - School Day. If the school day is shortened or altered by a change in an official schedule (i.e., test week), employees will be paid at their average daily rate. During such official changes, it is not necessary for drivers to wait around before and after runs in order to be paid.

Section 7 - Absence. Employees who are absent from work without authorization for three consecutive workdays shall be deemed to have abandoned their employment and shall be terminated.

ARTICLE 19 - HEALTH INSURANCE

Employees working a minimum of six (6) hours per day and ten-month bus drivers shall be entitled to health insurance plan coverage through either the Blue Cross Blue Shield Blue Million Plan or the Blue Cross Blue Shield Blue Point Plan presently in effect, with 85% of the premiums being paid by the district.

The District will pay 50% of the annual premium for the Blue Cross Blue Shield Option IV (Smile Saver) dental coverage effective July 1, 2001, with membership in the plan voluntary.

For employees working less than 6 hours electing health insurance coverage, the district will pay 50% of the premium cost paid by the district for six-hour employees.

ARTICLE 20 - RETIREMENT SYSTEM

Section 1. The District shall make available for all employees the New York State Employees Retirement System, plan 75 i.

Section 2. Employees who retire from the District and qualify for retirement benefits under the New York State Employment System may receive $20.00 for each accumulated unused sick leave day. To receive this benefit, the employee planning to retire shall notify the Board by April 1 of the year of retirement.

Section 3. Retirees who had been receiving health insurance coverage from the district shall be eligible to continue to receive such health insurance benefits provided the retiree pays the full cost of the contract in a timely manner.

ARTICLE 21 - OVERTIME

Section 1. Employees who work over forty (40) hours in a work week shall be paid time and one-half for all hours worked above and beyond forty (40) hours in that work week. Hours worked shall include holidays and sick hours. Employees must receive authorization for overtime work from their immediate supervisor.

Section 2. In addition to the holiday pay employees will be paid time and one-half for all hours worked on a holiday.

Section 3. Overtime will be equally rotated provided the employee is available and has the ability to perform the overtime work.

Section 4. Maintenance employees performing Building/Security Checks shall be entitled to three hours of overtime work.

ARTICLE 22 - CHAPERONE DUTY

Bargaining unit members may volunteer for assignments to chaperone duty. The assignment to chaperone duty shall be in the sole discretion of the District and shall be rotated. The rate of pay for chaperone duty shall be commensurate with the rate of pay for chaperone duty as found in the Agreement Between the District and the Caledonia-Mumford Teachers Association.

ARTICLE 23 - BUS DRIVER PROVISIONS

Terms:

Bus Driver: A person appointed by the Board of Education to drive a regular route to pick up and take home students from the Caledonia-Mumford Central Schools, BOCES, non-public, and other special schools.

Substitute Bus Driver: A person who is hired on a day to day basis to drive the route of a regular bus driver or a special trip as the need arises.

Long Term Sub: A person hired to fill an extended leave of absence of a regular bus driver.

All of the above must comply with federal and state regulations for operating school buses.

Section 1. Ten-month bus drivers will be paid a minimum of two hours in the following cases:

a. Called in for a run;
b. A regular run including fifteen minute punch-in time before each run;
c. Report to work without notice that their extra trip has been cancelled; and
d. For regular substitute bus drivers only, when school is announced closed after the driver has reported to work.

Section 2. Ten-month bus drivers will be paid a minimum of three hours after reporting on a Saturday, Sunday or holiday and the run is cancelled or when students are transported to a destination and not returned.

Section 3. On Saturday, Sunday or holidays, when a ten-month bus driver must return to the District between taking and returning students, the driver will be paid a minimum of 5 hours on Saturday and 6 hours on Sunday or a holiday.

Section 4. Only regular ten-month drivers shall be scheduled for extra runs, provided that the extra run does not interrupt completion of the regular driver's entire regular a.m. or p.m. run assignment for that day. Drivers are required to perform a safety check of equipment prior to the start of the extra trip or run.

Section 5. The rate of pay for extra runs for all substitute bus drivers shall be the bus driver starting rate. The rate of pay for extra runs for regular ten-month drivers shall be $10.00.

Section 6. A meal allowance of $7.00 shall be paid to regular drivers required to be working all hours between 11:00 a.m. and 1:00 p.m. or 5:30 p.m. and 6:00 p.m. Drivers are required to submit a receipt in order to claim reimbursement.

Section 7. Extra trip assignments will be made on a rotation basis beginning with the most senior driver. The Association will be responsible for maintaining and posting this list of extra trips. All ten (10) month bus drivers will be eligible for extra trips during the school year and during the summer. If, after the Association has canvassed all eligible drivers and there is no available driver for the trip, the Transportation Supervisor will be notified and

he/she will assign a substitute driver. Drivers, who are unavailable or cannot be contacted, retain their position on the list. A driver who declines a trip will be placed at the bottom of the list. At least twenty-four (24) hours notification must be given to the Transportation Supervisor in the event a substitute is needed for an extra trip that has been posted in the proper time frame.

In the event the Transportation Supervisor receives late notification of an extra trip he/she will immediately call the Association's roster chairperson. The roster chairperson will canvass all available drivers within 15 minutes of notification. If the roster chairperson finds there is no available driver, the Transportation Supervisor will be notified so that he/she can assign a substitute. This applies to all school year and summer trips.

Summer runs shall be posted by the last day of student attendance, whenever possible. A separate rotation list shall be established for summer work for those drivers indicating a desire to work. This rotation shall exclude those employees hired for summer cleaning and twelve (12) month employees, unless there is no regular driver available. Summer runs are defined as the daily transportation of students scheduled for summer school programs. Summer trips are defined as one-time events, and will be put on the regular rotation schedule for all eligible drivers who wish to be considered.

For all school-sponsored summer runs, drivers may use accumulated sick days and may also use bereavement days.

ARTICLE 24 - SALARY

Section 1. The salaries of returning employees, except regular substitute bus drivers, will be increased by the following:

2001-02	2002-03	2003-04	2004-05
$.40	$.45	$.45	$.45

Section 2. The starting rates shall be as follows:

	2001-02	2002-03	2003-04	2004-05
Cleaner	$7.22	$7.22	$7.42	$7.62
Bus Washer	$7.22	$7.22	$7.42	$7.62
Custodian	$8.18	$8.18	$8.38	$8.58
Maintenance	$10.20	$10.20	$10.40	$10.60
Aide	$6.50	$6.50	$6.70	$6.90
Bus Drivers	$9.36	$9.36	$9.56	$9.76
Food Service	$6.32	$6.32	$6.52	$6.72

Section 3. Regular substitute bus drivers shall receive the bus driver start rate.

Section 4. Longevity payments will be as follows:

5 through 10 years	$50
10 through 15 years	$125
16 through 20 years	$225
Over 20 years	$325

Section 5. The afternoon/evening and night shift cleaners shall receive a shift differential of $.25 /hour.

Section 6: Ten-month unit members who work as summer cleaners shall be paid as follows:
3 years of summer employment - paid at Starting Cleaner rate
Less than 3 years - $6.00/hr during 1st year
$6.25/hr during 2nd year
$6.50/hr during 3rd year

Section 7: The District shall check off and remit twenty (20) payments to NYSUT Benefit Trust upon submission of an authorization signed by an employee to the payroll office for any NYSUT Member or Agency Fee Payer. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the District. The District shall remit to NYSUT Benefit Trust the twenty (20) payments deducted and shall furnish the Trust with a list of all employees from whose salaries such deductions have been made and the amounts of such deductions. The CMSSA holds the District harmless for any errors if a deduction or a charge is missed or any errors on the part of individual members.

ARTICLE 25 - GRIEVANCE PROCEDURE

Section 1 - Definition: A grievance shall be defined as a claimed violation, misinterpretation of any provisions of this agreement. The aggrieved party is the unit employee making the claim.

Section 2 - Purpose: The purpose of the grievance procedure is to secure equitable solutions to problems that arise between staff, and administration, and Board of Education. Employees shall have the right to be represented, or not to be represented, by the Association.

Section 3 - Procedure: All employees who have problems concerning their job or its activities should refer them to their immediate supervisor for an initial action or adjustments. If the problem cannot be resolved, the alleged grievance should be discussed with the grievance committee. If the committee deems the grievance meritorious, the grievance should be processed as follows:

Level 1 - The aggrieved party shall present his grievance in writing to his immediate supervisor within 15 school business days of the date the employee knew or reasonably should have known of the events giving rise to the grievance. The immediate supervisor shall render his written decision or take appropriate action within three school business days.

Level 2 - If the grievance is still not resolved the aggrieved party shall file a written request, within 5 school business days of the date of the decision at Level 1, for a meeting with the Superintendent who will establish a time for the meeting no later than ten school business days after the receipt of the request. The Superintendent of Schools shall furnish a written decision within five school days after the hearing.

Level 3 - If the grievance is still not resolved, the grievance shall be presented to the Board for their consideration at their next regular meeting. The Board shall furnish a written decision to the aggrieved party within ten school business days of the Board meeting.

Level 4 -

i. If the grievant and Association are not satisfied with the decision at level three, the Association may file a request for a list of arbitrators

with the Public Employment Relations Board within ten school days of receipt of the decision at step three.

ii. The arbitrator shall hear the matter promptly and will render a decision not later than thirty (30) calendar days from the date of the close of the hearing.

iii. The authority of the arbitrator shall be limited to an interpretation of the provisions of this agreement as they apply to the grievance before the arbitrator, and the arbitrator shall have no power or authority to add to, subtract from, or alter in any way, any of the provisions of this agreement.

iv. No decision of an arbitrator shall create the basis for retroactive adjustment in any case.

v. The decision of the arbitrator shall be final and binding upon all parties. The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 4 - Time. A grievance shall not be accepted and shall be deemed waived if not presented in writing within the time limit in Level 1. The failure to communicate a decision at any level of the grievance procedure shall permit the grievant to proceed to the next level if within the time limits of that level.

ARTICLE 26 - DURATION

Section 1. The parties agree that all negotiable items have been presented and discussed during the negotiations resulting in this contract. Further, the parties agree that negotiations will not be opened on any matter, whether contained herein or not, during the life of this Agreement, except through the written consent of both parties.

Section 2. The Agreement, except as otherwise noted, shall become effective on July 1, 2001 and shall remain and continue in full force and effective until June 30, 2005.

Section 3. A request to begin negotiations for a successor agreement to this Agreement must be made in writing and delivered to the Superintendent or Association President by March 15 of the year this Agreement expires. Failure to make such a request shall automatically renew and continue the Agreement for a period of one (1) year.

FOR THE DISTRICT:

David V. Dinolfo, Superintendent

10/9/01
Date

FOR THE ASSOCIATION:

Loretta A. Zanetti

10-09-01
Date