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

Title: **Jordan-Elbridge Central School District and Jordan-Elbridge School District Bus Drivers Unit, Civil Service Employees Association, Inc. (CSEA), Local 1000, AFSCME, AFL-CIO, Onondaga County Local 834 (2000)**

Employer Name: **Jordan-Elbridge Central School District**

Union: **Jordan-Elbridge School District Bus Drivers Unit, Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO**

Local: **1000, Onondaga County Local 834**

Effective Date: **07/01/00**

Expiration Date: **06/30/04**

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BUS  
5390

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2000-2004

**AGREEMENT BETWEEN THE  
JORDAN-ELBRIDGE CENTRAL SCHOOL DISTRICT**

**AND THE**

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME,  
AFL-CIO**

**RECEIVED**

MAR 07 2005

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

**ARTICLE I**  
**RECOGNITION**

The Jordan-Elbridge Central School District, employer recognizes the Jordan-Elbridge School District Unit of the Onondaga County Local 834 of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, pursuant to the terms of the certification issued, as the exclusive representative for collective negotiations with respect to salaries, wages, hours and all other terms and conditions of employment for all bus drivers.

The employer agrees that the Union shall be the sole and exclusive representative for the following employees:

Included: All full-time and part-time bus drivers.

Excluded: All other employees, casual and substitute employees.

such release has prior approval of both negotiating teams.

- 2.6 It is agreed that neither the Board of Education nor the Association will seek to amend any provision(s) of this agreement which result in any modification of this agreement prior to July 1, 2004.

### Section 3. Conformity to Law

- 3.1 Saving Clause: The terms of this contract shall not apply in any case where it is inconsistent with constitutional, statutory, or other legal provisions. If any provision of this agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be modified forthwith by the parties hereto to the extent necessary to confirm thereto. In such case, all other provisions of this agreement shall remain in effect.

- 3.2 Taylor Law Clause; Section 204-a:

- a. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement:

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

- b. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.
- c. Within sixty days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provision of this section.

**ARTICLE IV**  
**SCOPE OF AGREEMENT**

Section 1.

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to terms and conditions of employment and other subjects or matters not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the District and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any term and condition of employment or any other subject or matter not specifically referred to or covered in this agreement, even though such term and condition of employment or other subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they bargained or signed this agreement.

## ARTICLE VI INFORMATION

### Section 1.

On the effective date of this Agreement, the employer shall supply to the Unit a list of all employees in the bargaining unit showing the employee's full name, home address, social security number, item number, job title, work location, membership status, insurance deduction and first date of employment. Such information shall hereafter be provided to the Unit on an annual basis.

## ARTICLE VIII

### GRIEVANCE PROCEDURE

#### Section 1 - Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its employees is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education (hereinafter sometimes referred to as the Board) and its employees are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

#### Section 2 – Definitions

- 2.1 A Grievance shall mean any claimed violation, misinterpretation, misapplication, or inequitable application of the terms of this agreement.
- 2.2 The term Supervisor shall mean any principal, assistant principal, immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Chief Executive Officer.
- 2.3 The Chief Officer- Superintendent.
- 2.4 Association shall mean Civil Service Employees Association, Inc.
- 2.5 Aggrieved Party shall mean the association and/or any person or group of persons in the negotiating unit filing a grievance.
- 2.6 Employee shall mean a member of the negotiating unit.
- 2.7 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

#### Section 3 – Procedures

- 3.1 Except at the informal stage all grievances shall include the name and position of the aggrieved party, the identity of the provision of this agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.2 Except for the informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the employee and the Association.
- 3.3 If a grievance affects a group of employees or appears to the association to be

- 3.13 All parties involved in the grievance shall be responsible for accumulating and maintaining a Grievances Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1A and all written decisions at all stages.
- 3.14 The existence of the procedure hereby established shall not be deemed to require any employee to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any employee to pursue any other remedies available in any other form.
- 3.15 A detailed outline delineating the line and staff chain of command affecting those who would use this grievance procedure will be attached to and made a part of this grievance procedure.
- 3.16 Any employee to whom Level 1 does not apply shall have immediate recourse to Level 2 of the grievance procedure.

#### Section 4 - Time Limits

- 4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 4.2 No written grievance will be entertained as described below, and such grievance will be deemed waived, unless written grievance is forwarded at the first available stage within fifteen (15) school days after the employee knew or should have known of the act or condition on which the grievance is based.
- 4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
- 4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, the party's representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- 4.5 In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits may be exhausted prior to the end of the school term or as soon thereafter as is possible.

#### Section 5 - Stages of Grievance

##### 5.1 Stage 1: Supervisor

- a. An employee having a grievance will discuss it with the immediate supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties. If the employee submits the grievance through a representative, the employee may be present during the discussion of the grievance.



a waiver of the right of an employee to thereafter seek recourse by means of the grievance procedure.

- b. Within five (5) school days after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator competent in the area of grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within eight (8) days, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The selected arbitrator will hear the matter promptly and will issue a decision not later than fourteen (14) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions on the issues.
- d. The arbitrator shall have no power to add to, modify or delete any of the provisions of this agreement.
- e. The parties further agree to accept the arbitrator's decision as final and binding upon them so long as the decision does not imply any obligation which is not specifically set forth in this agreement or requires the commission of an act prohibited by law, regulation, directive, or other obligation binding upon the Board.
- f. Costs of the services of the arbitrator will be borne equally by the Board of Education and the Civil Service Employees Association, Inc.

compensation.

Proof of the necessity of Court service shall be furnished the Board of Education through the Superintendent.

Court service is defined as being subpoenaed, as a witness in a case where the person is not a party, or serving Jury Duty.

#### Section 5. Leave Allowable for Quarantine

There shall be no loss of pay for absence of an employee for reasons of quarantine not due to the employee's personal illness. The number of days allowed for quarantine absence shall be the extent of said quarantine and these days are not to be deducted from the employee's sick leave.

#### Section 6. Personal Days

Two (2) days may be granted as personal business leave each year (not deductible from sick leave) at the discretion of the Superintendent of Schools or the administrator in charge. Such leave is subject to the conditions contained herein:

1. This personal business leave is to be used for matters which cannot be scheduled outside of school hours.
2. Requests for personal business leave shall be made on forms provided for the purpose and which shall be available in the transportation office. Except in an emergency situation, requests for personal business leave shall be made at least five (5) days in advance of the leave.
3. It is understood that these days will not be used for extending a vacation or holiday period; that is, the employee must work the day preceding and the day following the vacation or holiday period.
4. Personal business leave is leave which shall be available to staff. It is intended to be used for the conduct of personal business which cannot be conducted outside of normal school hours.
5. At the end of each school year, any unused personal days shall be added to the employee's cumulative sick leave total.

#### Section 7. Leave Allowable on Account of Injury in the Performance of Duty

Absence due to injury incurred in the performance of duty shall be allowed as follows:

- a. During the first year of service, absence shall be allowed up to one month. If worker's compensation applies, the school district will receive benefits while continuing to pay salary of the employee for one month. Thereafter, the employee will receive only worker's compensation benefits.
- b. After more than one year of service, absence shall be allowed up to six months. If worker's compensation applies, the school district will receive benefits while continuing to pay salary of the employee for six months. Thereafter, employee will receive only worker's compensation benefits.

## ARTICLE X

### EXTENDED LEAVES OF ABSENCE

#### Section 1. Parental Leave

An employee requesting parental leave shall notify the Superintendent in writing as soon as the decision to make this request has been made. The letter shall include the length of leave being sought as well as the probable date of its commencement.

The parental leave will be granted for not more than the balance of the school year in which the employee starts this leave, plus any part of an additional school year. Reasonable notice will be given by the employee of the date of intended return.

It is understood that staff members shall not be excluded from employment because of pregnancy; the district will not establish an arbitrary date for termination of parental leave; and the district will permit a pregnant employee to continue working as long as physically able to perform the duties of the position.

#### Section 2. Leave Allowable for Military Service Civil Service Employees

Under Section 242-243 of the Military Law, Civil Service Employees ordered into active military service, without their consent, or volunteering, are entitled to military leaves of absence for the duration of such military duty. An employee on such a leave is entitled to reinstatement to the position provided application for such reinstatement is made within ninety (90) days after the termination of military duty. Reinstatement will be at the discretion of the Board following a request for such reinstatement within one year after the termination of military duty.

Under Military Law, Section 243, all employees of school districts (whether serving on probation or tenure or under a contract) are entitled to leaves of absence while engaged in the performance of military duty and must be reinstated after the termination of such military duty provided application is made for reinstatement within ninety (90) days after termination of such military duty or any time during terminal leave. Such employee may also be reinstated within one year at the discretion of the Board of Education.

Section 243 of the Military Law now defines the term "military duty" to exclude voluntary service in excess of four years performed after July 1, 1965; or the total of any voluntary service, additional or otherwise, in excess of four years performed after that day, except where such voluntary service is performed during a period of war or national emergency declared by the President.

Employees absent on military duty are also entitled to participate in the retirement system by personally paying the amount which they would have contributed to the retirement system had their employment been continuous. Such payments may be made any time while in military service or within five years after the employee has returned to his/her position.

Upon termination of the military service and reinstatement in the position as above stated, the employee is entitled to the same rate of salary and rights and privileges with reference to promotion, transfer reinstatement or continuance in office, as would have been enjoyed had continuous employment been in effect. An employee who enters military service while on probation is entitled to credit for the period of military service as satisfactory probationary

**ARTICLE XI**  
**EMPLOYEE EVALUATION AND PERSONNEL FILES**

**Section 1.**

- 1.1 In the event an evaluation sheet is filled out on an employee by his/her supervisor, it is to be reviewed at a conference and signed by both the employee and the supervisor. All evaluation sheets will have both an "agree with" and "disagree with" line. The employee will sign one or the other. In the event that the employee does not sign the evaluation, the supervisor shall date and sign the evaluation and note the employee's failure to sign the document.
- 1.2 Should the staff member fail to participate in the conference, it shall be noted on the written report. Employees not in agreement with the evaluation may state their objections in writing, date and sign the sheet on which the objections are recorded, and that sheet will be attached and remain with the district's evaluation.
- 1.3 A copy of the evaluation and all attachments will be provided to the employee at the time of the conference.

**Section 2.**

- 2.1 An employee's official personnel files shall be located in the District Offices. Pre-employment correspondence, references, and background checks shall not be accessible to the employee except as required by law.
- 2.2 An employee may review any document which is to be placed in his/her personnel file. The employee may receive, upon request, one (1) copy of any such document. Each employee shall have the right to submit a written answer to any document that is contained within the personnel files of the District.
- 2.3 An employee shall be entitled to examine his/her personnel file. Such examinations shall be limited to the District's regular business hours, and in the presence of the Superintendent or his/her designee. The employee may be accompanied to such a review by either his/her immediate supervisor or his/her designated Union Representative. The employee is required to sign and acknowledge that he/she has reviewed the file; if the employee refused to acknowledge the review, such refusal will be documented. The employee may make photocopies of documents in his/her personnel file, but shall be required to pay the established fee for copies of public records for any document which has already been provided to the employee.
- 2.4 This section will not be subject to the grievance procedure. If an employee believes that material, other than performance evaluations, is inaccurate he/she may request a meeting with the Superintendent and/or designee. The Superintendent will carefully consider the employee's objections, and may, at his or her sole discretion, remove documents from the file or provide the employee with a further opportunity to provide a written response.
- 2.5 Nothing in the clause shall limit the Board of Education's right to review personnel records.

## ARTICLE XIII

### HEALTH INSURANCE

#### Section 1. Health Insurance

- 1.1 The Board of Education agrees to assume the total cost (100%) of a Health Insurance Program with benefits equal to or exceeding the State Health Insurance Program, as it existed September 1, 1981, for all employees of the staff and 75% of dependent costs. Effective July 1, 1992, the Board of Education agrees to assume 85% of the dependent costs. In addition, in accordance with State regulations, the Board of Education will continue to pay the full costs of this plan for former employees legally retired from the Jordan Elbridge Central School District.
- 1.2 Beginning July 1, 1984, the district will no longer provide the prescription drug card as a benefit.
- 1.3 In the event changes to the health care plan provided to teaching employees of the District are made that affect: (1) major medical deductibles, (2) out-patient use of hospital emergency room or (3) pre-notification requirements for hospital treatment such changes shall be applicable to members of the negotiating unit represented by CSEA.

#### Section 2. Health Insurance Retirees

In order to be eligible for health insurance upon retirement, the employee must have been employed in the school district on a continuous basis for ten (10) years or more immediately preceding the effective date of retirement and have participated in the health insurance program as a member of the negotiating unit on a continuous basis for one (1) year or more immediately preceding the effective date of retirement.

#### Section 3. Dental Health Insurance

The Board of Education agrees to contribute up to \$130 for the 2000-01, and \$160 for the 2001-02, 2002-03 and 2003-04 school years toward establishment of a mutually agreed upon dental health insurance program for all employees and their dependents.

the remaining hours.

4. The extra curricular trip policy described in the paragraphs above shall terminate for those trips which occur during scheduled contracted run time for the last two weeks of school.

**ARTICLE XVI**  
**SALARIES AND ALLOWANCES**

Section 1. Salaries (See Appendix A)

Section 2. Local Retirement Benefit

When a member of the staff with a minimum of 15 years of service in this District officially retires under the New York State Employees' Retirement System, a retirement allowance will be paid in accordance with the following formula:

Subtract the first 50 days from the maximum of 200 accumulated sick leave days; the remaining days multiplied by \$15.00 will be granted. The maximum allowance under this section for any one member of the staff shall be \$2250.00. Effective July 1, 2001, the \$15.00 rate will be increased to \$17.00 and the maximum allowance will be increased from \$2250.00 to \$2550.00. Effective July 1, 2003, the \$17.00 rate will be increased to \$20.00 and the maximum allowance will be increased from \$2550.00 to \$3000.00. Payment will be included in the last paycheck.

Section 3. Longevity

Bus Drivers who have driven for 15 continuous years will receive an additional \$225 beginning with their 16th year and bus drivers who have driven for 20 continuous years will receive a total of an additional \$300.00 beginning with their 21st year.

The 15 or 20 continuous years shall be defined as commencing on the drivers' effective longevity date as signified in the memorandum of understanding attached to this contract for any driver employed as of June 30, 1984. Any driver hired after June 30, 1984, will have an effective longevity date the same as the date appointed to a regular 4 hour position.

The total longevity amount will be included in a separate check on or before November 1.

Section 4. Attendance Incentive

Bus Drivers who have had perfect attendance during the work year and have not taken any personal leave days, sick leave days, or days without pay shall receive a one time attendance incentive in the amount of \$100.00. Military leave, leave for jury duty or conference attendance shall not be charged against perfect attendance. The first payment for the attendance incentive will be made on or before July 31, 2001, for the 2000-2001 school year, and thereafter, payment for the preceding school year shall be made on or before July 31.

**APPENDIX A**  
**(SALARY) TO THE AGREEMENT BETWEEN THE**  
**JORDAN-ELBRIDGE CENTRAL SCHOOL DISTRICT**  
**AND**  
**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,**  
**LOCAL 1000, AFSCME, AFL-CIO**

<u>Step</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>
1	11.06	11.25	11.35	11.50
2	11.48	11.45	11.50	11.70
3	12.10	11.88	11.85	12.00
4	12.99	12.52	12.95	12.25
5	13.89	13.45	13.90	13.40
6	14.28	14.75	15.25	14.35
7	14.80	15.25	15.75	15.85
8	15.40	15.70	16.10	16.45
Extra Trip Layover	11.30	11.50	11.70	11.90

The above schedules are the result of salary rate compression from ten or more steps to eight steps.

The schedules do not represent years of service and placement on the schedules above shall be made separately for each school year. Bus drivers shall be placed upon a step for each year of this agreement by mutual agreement. The parties agree to identify the placements and wage rates of each driver in employment as of the date of approval of this agreement. A separate memorandum shall developed and signed by both parties showing step placements and wage rates.

In the event that a successor agreement is not completed before June 30, 2004, each driver who would otherwise be eligible for step movement shall receive instead of step movement an increase in his or her hourly wage rate equal to one and one-half (1.5%) percent effective July 1, 2004 and shall remain in effect until June 30, 2005.



- a. Salaries for regular bus runs shall be compensated based on the following schedule:
- b. The 2000-01 salary schedule rates as contained in section a will be retroactive to July 1, 2000.

The 2001-02 increase will be effective on July 1, 2001.

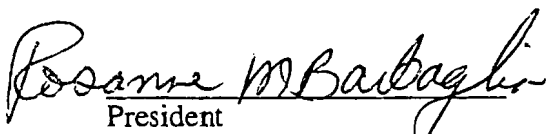
The 2002-03 increase will be effective on July 1, 2002.

The 2003-04 increase will be effective on July 1, 2003.

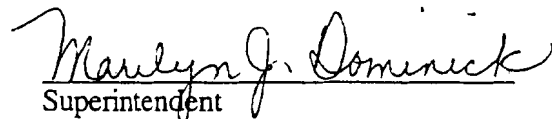
- c. Any driver required to report to the bus garage for an extra-trip which is subsequently canceled shall receive a minimum of two (2) hours pay at the extra trip rate. In addition, no driver shall receive less than two (2) hours pay for an extra-trip regardless of the amount of time required of the driver.
- d. Bus driving personnel covered under this agreement shall be expected to work on any Superintendent Work-shop days or any other meeting days as designated by the Superintendent or the Board of Education without additional compensation.
- e. Should any emergency closing days not be utilized as such by May 1, the District will revise the school calendar by applying one additional day to the Memorial Day Holiday.

Each year the district and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO shall update this longevity list. The dates that appear above are accurate and acceptable to both parties. This longevity list is not to be confused with a seniority list kept by the Director of Transportation.

Any employee who has begun to work as a bus driver in September of the school year and is appointed to a full time position within 20 working days of the first day of full-time school bus runs, shall receive credit for a year of driving.



President  
Jordan-Elbridge Central School  
District Unit, Civil Service Employees  
Association, Inc., Local 1000, AFSCME,  
AFL-CIO



Superintendent  
Jordan-Elbridge Central School District

## MEMORANDUM OF UNDERSTANDING

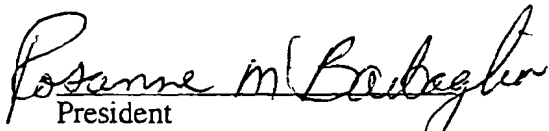
RE: Contract between the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO and the Jordan-Elbridge Central School District

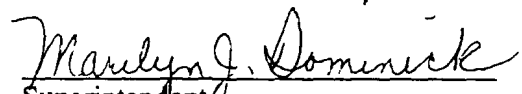
SUBJECT: Excessing Drivers

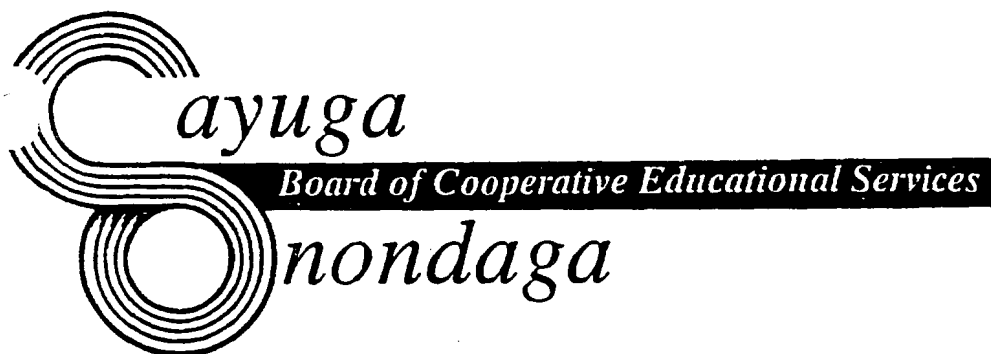
DATE: June 30, 2001

In accordance with the 2000-2004 Negotiated Agreement between The Civil Service Employees Association, Inc. and the Jordan-Elbridge Central School District, the following is understood:

1. "In the event full-time drivers holding seniority are excessed, they shall be able to bump the lowest contracted driver.
2. The driver(s) who were bumped will be written a letter by the Superintendent of Schools indicating such a lay off. Also, in the event a full-time driver who has been laid off and accepts a part-time position (if available) as a Bus Driver in the District, all benefits; including health insurance, retirement and social security will be continued for the duration of the contract."

  
President  
Jordan-Elbridge Central School  
District Unit, Civil Service Employees  
Association, Inc., Local 1000, AFSCME,  
AFL-CIO

  
Superintendent  
Jordan-Elbridge Central School District



Matthew R. Fletcher  
Assistant Superintendent  
for Personnel Relations

Murry Solomon  
Labor Relations Specialist

Brent D. Cooley  
Labor Relations Specialist

Randy J. Ray  
Labor Relations Specialist

Mark W. Snyder  
Safety Coordinator

September 11, 2001

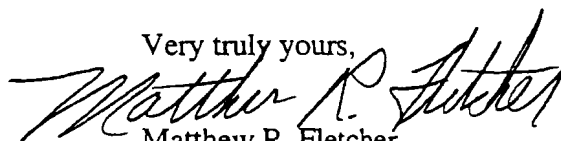
Mr. Rick Noreault  
Labor Relations Specialist  
Civil Service Employees' Association  
Central Region Office  
6595 Kirkville Road  
East Syracuse, New York 13057

Re: Extra Trips and Implementation of Section 4  
of Article XIV

Dear Mr. Noreault:

The purpose of this side letter is to explain the agreement of the parties to establish a committee to recommend procedures for implementing the provisions of section 4 of Article XIV of the negotiated agreement. The parties agree to establish a committee consisting of four (4) individuals on or before August 1, 2001. The Superintendent of Schools shall select two (2) members of the committee and the President of the Unit shall select two (2) members of the committee. The committee shall meet as needed and submit its recommendations to the Superintendent no later than October 1, 2001, unless said date is extended by mutual agreement of the parties.

Very truly yours,



Matthew R. Fletcher