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Chenango Forks Central School  
District And Chenango Forks Support  
Staff Assn

108  
3290

SD  
SEN

AGREEMENT

BY AND BETWEEN

THE

SUPERINTENDENT OF SCHOOLS

OF THE

CHENANGO FORKS CENTRAL SCHOOL DISTRICT

AND THE

CHENANGO FORKS

SUPPORT STAFF ASSOCIATION

OF THE

CHENANGO FORKS CENTRAL SCHOOL DISTRICT

1998-2000

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD  
RECEIVED

JUN 01 1999

EXECUTIVE DIRECTOR

TABLE OF CONTENTS

Recognition . . . . . Page 1

ARTICLE I Agreement.....Page 1

ARTICLE II Association Rights.....Page 2

ARTICLE III Work Day, Work Week, Work Year.....Page 2

ARTICLE IV Leaves.....Page 3

ARTICLE V Salary and Wages.....Page 7

ARTICLE VI Health and Dental Insurance.....Page 7

ARTICLE VII Longevity System.....Page 9

ARTICLE VIII Attendance Bonus.....Page 9

ARTICLE IX Early Retirement Incentive.....Page 10

ARTICLE X In-Service Courses.....Page 11

ARTICLE XI Labor-Management Committee.....Page 11

ARTICLE XII Grievance Procedure.....Page 11

ARTICLE XIII Term.....Page 14

## RECOGNITION

By Resolution dated the 10th day of September 1981, the Board of Education of the Chenango Forks Central School District duly recognized the Chenango Forks Non-Instructional Support Staff Association as the exclusive negotiating agent representing the negotiating unit defined by said Board under Section 204 of the Public Employees Fair Employment Act of 1967.

## AGREEMENT

### ARTICLE 1

This contract constitutes the full and complete agreement by and between the Chenango Forks Non-Instructional Support Staff Association, hereinafter referred to as the Association and the Superintendent of Schools of the Chenango Forks Central School District, hereinafter referred to as the Superintendent, regarding matters related to terms and conditions of employment. The parties acknowledge that during the negotiations which preceded this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations 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, for the life of this agreement, the Superintendent and the Association each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this agreement. The Association and the Superintendent further agree that except as specifically limited, abridged, or relinquished by the terms and provisions of this agreement, all rights to manage, direct, and supervise the operations of the school district and the employees are vested solely in the Superintendent.

If any provisions of this agreement or any application of this agreement to any employee or group of employees covered thereby shall be found contrary to law by any court of competent jurisdiction or contrary to appropriate rules of the Civil Service Commission or of the Commissioner of Education, such provisions or applications shall not be deemed valid or subsisting except to the extent provided by law. All other provisions or applications of this agreement shall remain in full force and effect.

**ARTICLE II - Association Rights**

A. The Association shall have the right to use appropriate district bulletin boards designated by the Superintendent or his designee, and upon prior written request, meeting rooms on a space available, no cost basis except where additional custodial services are required. It is understood that use of these facilities must conform to Article 414, New York State Education Law and are not to be used for local, state or national political activities or purposes.

B. Upon individual members written authorization to the school district treasurer, the district will deduct from the bargaining unit members wage or salary and remit to the appropriate authority, the following:

1. Association dues
2. The appropriate portion of the net premium for health and dental insurance.
3. Except as modified by Board policy, tax sheltered annuity deductions will be available and the District will make such available for a maximum of thirteen (13) insurance companies.
4. Credit Union deductions

The authorization for the foregoing deductions may be withdrawn by the member of the bargaining unit at any time by written notice to the school district treasurer.

**ARTICLE III - Work Day, Work Week, Work Year**

A. It is agreed that the standard work day for members of the bargaining unit shall vary from two (2) to seven and one-half (7 1/2) hours, and that the standard work year shall be one hundred eighty (180) or more days per year. Schedule of work hours shall be established by the bargaining unit members' immediate supervisor. Work in excess of forty (40) hours per week shall be paid at the rate of time and one half.

B. Insofar as possible, the District will notify those individuals who will not be rehired for the following school year by the end of the current school year or June 30 of said school year.

C. Bargaining unit members who are laid off shall have their service (i.e., sick leave and longevity) frozen at that point and, if recalled, shall begin again to accrue service credit. No service credit will be earned or credited while in a lay off status. This recall right shall expire two (2) years following the employee's date of lay off.

D. Notice of vacant unit positions which are to be filled will be forwarded to the Association president prior to the filling of said position.

**ARTICLE IV - Leaves**

A.1 Members of the bargaining unit regularly employed thirty (30) hours per week or more shall be entitled to five (5) sick leave days and one (1) personal business day during the first year of their employment. After one (1) full year of employment, these unit members shall be entitled to ten (10) sick leave days per annum and two (2) personal business days. Sick leave may be accumulated to a maximum of one hundred fifty (150) days, which includes unused personal leave days.

A.2 Permanent part-time employees (those who work a regular 180 day schedule of less than 30 hours per week) shall be entitled to two (2) sick leave days the first year of employment and one (1) personal business day, and after completion of one (1) year's continuous service shall be entitled to five (5) sick leave days and two (2) personal business days.

A.3 Permanent part-time employees as defined above shall earn sick leave and personal leave days as follows:

1st year- after 60 days - 1 day sick leave  
after 120 days - 2 days sick leave + 1 personal leave

after 1st year - start of second year - 1 day sick leave  
after 30 days - 2 days sick leave  
after 60 days - 3 days sick leave + 1 personal leave  
after 90 days - 4 days sick leave  
after 120 days - 5 days sick leave + 2 personal leave

\* Permanent part-time employees who are absent due to sickness and have no sick leave days accumulated will not be paid for those days. When earned sick leave is available it may be used for pay for the unpaid days previously taken.

A.4 Permanent part-time employees may accumulate sick leave days to a total of seventy-five (75), which includes unused personal leave days.

A.5 Employees moving from one job to another in the district without interruption in service shall be credited with their accumulated sick leave on a pro-rata basis.

B. Any member of the bargaining unit may request an unpaid leave of absence for the purposes of maternity, the assumption of family responsibilities, health or other legitimate purpose. Such requests shall be submitted to the Superintendent of Schools or his designee for his consideration not less than ninety (90) days prior to commencement of such leave. Such requests must be in writing and provide adequate reasons. Unpaid leaves of absence may be granted in increments of ninety (90) days, not to exceed a total of three hundred sixty (360) days for any such request. In a bona fide emergency, the ninety (90) days prior notice may be waived by the Superintendent.

Members of the bargaining unit shall notify the Superintendent of Schools thirty (30) days prior to the expiration of such leave (except in matters of health) of their intention to return to duty. The employee shall then be returned to the same duty classification, but not necessarily placed in the same position or location assigned upon commencement of the leave.

Members may request unpaid personal leave with three (3) days advance, written notice. Approval of said days shall be at the sole discretion of the Superintendent.

C. Members of the bargaining unit shall be entitled to three (3) days of paid bereavement leave in the event of a death in the immediate family. Additional days of paid bereavement leave may be granted, if requested of and approved by the Superintendent. Such a request may be made through the immediate supervisor. If the request is denied by the Superintendent, up to three (3) days of sick leave or unpaid leave may be used for bereavement purposes. The days of absence shall occur in succession and shall not be lengthened by intervening vacation or recess periods. The days of absence shall commence within one (1) day of the death or coincide with the ceremony. Employees who use bereavement on the day immediately preceding or following a holiday or recess may be required to provide satisfactory proof in order to be paid.

The members of the immediate family are as follows: Employee's mother, father, sister, brother, children, spouse, spouse's father, spouse's mother, grandchildren, grandparents and other person who served in a parental relationship (who raised the employee and who lives in the employee's home), and those individuals who may be defined as a dependent according to the Internal Revenue Service Code (Exhibit A shows the appropriate IRS Codes).

### C.1 Sick Leave Bank

The purpose of the Sick Leave Bank is to provide for extended sick leave for the bargaining unit member who suffers a major serious illness or serious accident requiring a convalescence thereby exhausting his/her sick leave.

An eligible employee [see (1) and (2) below] who wishes to join the bank shall notify the District in writing that he/she is contributing one (1) day of accumulated sick leave to the bank. The District will include an authorization form with the salary notice that is sent to bargaining unit members. Said notification shall be returned to the District no later than the end of the first (1st) full week of the school year. The District will deduct same from the employee's accumulation.

(1) An employee must be a 30 hour employee and have one years continuous service in order to participate.

(2) Employees with no accumulated sick leave at the beginning of the school year cannot become members unless they have at least three (3) years previous service, or have suffered a serious illness which depleted their accumulated time during the preceding year.

When the sick bank accumulation falls below 50 days, each eligible bargaining unit member [see (1) and (2) above] shall again authorize the District (as above) to deduct one additional day to replenish the bank.

Written requests for utilization of sick bank days by an individual bargaining unit member shall be accompanied by a doctor's statement. The request shall be submitted to either member of the Sick Bank Committee. Approval of the use of sick bank days shall be made by a committee composed of one (1) administrator appointed by the superintendent and one (1) association member appointed by the president of the association. These appointments shall be made and notice of the appointment given to each part by September 15 of each school year.

The Sick Bank Committee will provide each applicant with a written response to their request. The decisions of the committee shall be final and binding upon all parties with respect to the administration of the sick leave bank. The decisions of the committee will not fall under the scope of the grievance procedure or any other legal procedure.



In the event that the Sick Bank Committee cannot reach agreement on the disposition of a case, a neutral, mutually agreeable community member of the Chenango Forks Central School District will be selected to participate in the decision-making process. The resulting vote of the three (3) member committee will be final and binding. The neutral party will not become a permanent member of the committee but the same neutral individual may be utilized more than once if mutually agreeable.

Withdrawals will be limited to a total of twenty (20) days. When a bargaining unit member's absence extends beyond the twenty (20) days coverage, the bargaining unit member may then reapply to the Sick Bank Committee for further coverage.

Page 5

D.1. Holidays - Members of the bargaining unit who are regularly scheduled for 30 or more hours per week shall receive pay for the following observances of holidays in the 1996-97 and 1997-98 school years:

Labor Day	New Years Day
Thanksgiving Day	Good Friday
Christmas Eve	Memorial Day
Christmas Day	

D.2. Permanent part-time employees: Thanksgiving Day, Christmas Day and Good Friday.

D.3. The Superintendent may determine other times when employees would be entitled to time off with pay.

E. Jury Duty - Personnel summoned for jury duty during the school year shall make an effort to postpone such duty to times when school is not in session. Should such request be denied and the employee is summoned to jury duty, said employee shall continue to receive their regular pay for the period. Said employee shall reimburse the District any compensation received from the court minus amounts paid, if any, for mileage and meals. Salary continuance requires submission of the following documents to the superintendent's office:

- (1) Court summons or notice
- (2) Clerk of court record
- (3) Other appropriate proof

Employees following the above procedure and who are still required to serve shall not have the served time count against attendance bonus.

F. Unit employees who have shown a pattern of sick leave use on the day before and/or the day after a holiday or recess and use a sick day on the day immediately preceding or following a holiday or recess, may be required to furnish a doctor's statement for such illness in order to be paid for said day. Such requirement is waived for continuing illnesses.

**ARTICLE V - Salary and Wages**

A. Each returning bargaining unit employee who is regularly scheduled for three (3) or more days per week during the school year will be entitled to a salary increase of three (3%) percent for 1998-99 and 1999-2000.

Furthermore, the following wage increases shall be added to the 3% listed above:  
**1998-99**

<u>1997-98 hourly rate before 3%</u>	<u>Add'l hourly increase over 3%</u>
\$5.15-5.20	\$ .30
\$5.21-5.29	.28
\$5.30-5.45	.24
\$5.46-5.65	.21
\$5.66-6.00	.20
\$6.01-6.25	.13
\$6.26-6.49	.07
\$6.50-6.70	.02

The additional increase shall be added to the hourly rate after the 3% increase.

B. The minimum starting rate for the titles of Teacher Aides, School Monitors, and Food Service Helpers for the 1998-99 school year shall be \$5.50 per hour and for the 1999-2000 school year shall be \$5.60 per hour.

C. Employees who have already clocked in on a day when school is closed in emergency conditions shall be paid for one (1) hour.

**ARTICLE VI - Health and Dental Insurance**

A. Members of the bargaining unit who are employed thirty (30) hours a week or more or who would earn an annualized salary (wage) of \$6,000 shall be eligible for the school health and school dental plans. The school district shall contribute 85% of the premium. Health insurance premiums for unit employees who are hired on or after May 11, 1995, and who also meet the District's eligibility requirements for health insurance coverage shall be required to contribute twenty-five (25%) percent of the cost of said premiums for both dental or health insurance.

Page 7

B. Any member of the bargaining unit who has been continuously employed by the school district since January 1, 1981 or before that works twenty (20) hours a week or more shall continue to be eligible for the health and dental insurance program provided by the school district. The school district shall contribute 85% of the premium.

C. The orthodontics rider and prosthesis rider are available to those having dental insurance. The cost to employees is outlined in paragraph A of this article.

D. Any member of the bargaining unit who is employed by the District and who does not otherwise have eligibility may subscribe to the health and dental insurance programs by authorizing a deduction from their salary or wage 100% of the insurance premiums.

E. Retirees:

1. For employees hired before 10/1/92 health insurance at retirement shall be 100% for individual coverage, 75% of the difference between family and individual coverage paid by the district. Dental insurance coverage at retirement shall be 75% district share for either individual or family coverage. The surviving spouse and dependents (as defined in the Internal Revenue Code) of retirees are coverable through the payment by said spouse or dependent of 25% of the cost of the plan.

2. Employees hired after 10/1/92 shall have their health insurance at retirement covered as follows:

After a minimum of ten (10) years of service, bargaining unit members will earn four percent (4%) per year of full time service, prorated for part-time service, not to exceed eighty percent (80%) of individual coverage or two and one-half percent (2.5%) per year of full-time service not to exceed fifty percent (50%) of family coverage/premium. All service is to be CFCSD (or predecessor district [only in the event of merger] service). The surviving spouse and dependents (as defined in the Internal Revenue Code) of retirees are coverable through the payment by said spouse or dependent of the corresponding percentage that was used prior to the death for family coverage. This percentage would apply to the subsequent individual or family policy (i.e. Retiree paid 60% of a family policy would equate to the survivor paying 60% of the survivor's individual or family policy).

Survivor Insurance Upon Death of Employee

The surviving spouse and dependents (as defined in the Internal Revenue Code) of active employees are coverable through the payment by said spouse or dependent of the following amounts for health coverage:

<u>Terms of Employee's Service</u>	<u>Payment</u>
0-10 years	COBRA coverage only
11-15 years	100% cost paid by the subscriber
16-20 years	District contribution shall be - \$100/month- individual coverage \$250/month - family coverage
Over 20 years	District contribution shall be - \$150/month - individual coverage \$375/month - family coverage

F. The prescription drug co-pay shall be four (\$4) dollars for brand name and one (\$1) for generic.

G. The District and Association/Unit agree to implement a Flexible Spending Plan. The conditions are as follows:

1. SIEBA, Ltd. is the plan administrator.

2. Automatic health and dental insurance premium conversion unless the employee signs a waiver form to elect out.

3. The cost for each spending account participation member is \$2.90 per month. (There is no cost if premium conversion only.)
4. Payroll withholdings will be evenly withheld from October through June.
5. Medical spending account maximum \$1,500.00  
Dependent care spending account maximum \$5,000.00

#### ARTICLE VII - Longevity System

Employees covered by this agreement are entitled to salary increases on the anniversary dates of their employment as follows:

- A. Employees who are employed thirty (30) hours per week or more -
- 5 years continuous employment - \$100.00 salary increase
  - 10 years continuous employment - \$200.00 salary increase
  - 15 years continuous employment - \$300.00 salary increase
  - 20 years continuous employment - \$400.00 salary increase
  - 25 years continuous employment - \$500.00 salary increase

- B. Employees who work on a regular schedule (i.e. 2 hours a day every school day) shall be prorated as a percentage of 6 hours a day.

Example: Employee works 2 hours a day every day:  
2 hr./6hrs. = 1/3 or 33 1/3%

- 5 years - \$100.00 x 33 1/3% = \$33.33 salary increase
- 10 years - \$200.00 x 33 1/3% = \$66.66 salary increase
- 15 years - \$300.00 x 33 1/3% = \$99.99 salary increase
- 20 years - \$400.00 x 33 1/3% = \$133.32 salary increase

C. Example - Jane Jones - employed 7/1/77 has nine (9) years continuous service. She will be paid, on a pro-rata basis for the 1987-88 and 1988-89 years, an extra \$100 (5 years continuous service). On 7/1/79, the anniversary of her 10th year, she will be paid an extra \$200 (in addition to the \$100 for her 5 years) making the longevity award \$300.00.

Salary % not paid on longevity award.

#### ARTICLE VIII - Attendance Bonus

- A. Employees covered by this agreement shall be entitled to a bonus at the end of the school year as follows:

Employees employed thirty (30) hours per week for the school year--

- 0 absences - \$300.00
- 1 absence - \$200.00
- 2 absences - \$100.00

- B. Employees who work a regular schedule (i.e., 3 hours a day every school day) shall be prorated as a percentage of 6 hrs. per day).

Example: 3 hrs./6 hrs. - 1/2 = 50%  
 0 absences - \$150.00  
 1 absence - \$100.00  
 2 absences - \$ 50.00

C. Approved bereavement days, certified jury duty and approved school business leave do not count against this provision.

ARTICLE IX - Early Retirement Incentive

1. Retirement at end of the first school year in which employee is eligible for full (non-diminished) retirement.

2. Written notice by January 1 of school year of retirement.

3. In order to be eligible for the Early Retirement Incentive, the unit employee must have worked at least ten (10) consecutive years in the Chenango Forks Central School District.

4. A. Payment as follows:

Less than 35 hr. weekly regular schedule

- a. \$2,500.00 dollars base payment
- b. \$3.20 for each accumulated S/L day
- c. an additional \$1.60 per day if here 15 consecutive years
- d. Last 10 years - each year w/less than 3 absences additional \$1.60 per day of accumulated S/L.

Example #1:

- a. Base payment - \$2,500.00
- b. Forty (40) accumulated days - \$128.00
- c. Employed sixteen (16) years - \$64.00
- (1/2 of \$3.20 - \$1.60 x 40 days) =

87/88 - 0 absences - 5 days  
 86/87 - 4 absences - 0 days  
 79/80 - 1 absence - 4 days

d. 3 years x \$1.60 = \$4.80 x 9 days = \$43.20

Total.....\$2,735.20

B. 35 Regularly Scheduled Hours Per Week or More:

- a. \$5,000.00
- b. \$ 10.00
- c. \$ 5.00
- d. \$ 10.00

Example #2:

- a. Base payment - \$5,000.00
- b. Forty (40) accumulated days - \$400.00
- c. Employed sixteen (16) years - \$200.00
- (1/2 of \$10 = \$5 x 40 days) =
- 87/88 - 0 absences - 5 days
- 86/87 - 4 absences - 0 days
- 79/80 - 1 absence - 4 days

d. 3 years x \$10 = \$30 x 9 days = \$270.00

Total.....\$5,870.00

C. Employee who retires under this section may be rehired after three years or subject to mutual agreement of the parties.

**ARTICLE X - In-Service Courses**

A. A committee shall be formed to study and recommend in-service programs to the Superintendent. Committee shall consist of 2 members appointed by the Union, 2 members appointed by the Superintendent.

B. If in-service courses are required by management same shall be paid for at a rate to be agreed upon at the time of assignment.

C. In-service courses desired by employees shall require prior approval of the Superintendent and payment shall be negotiated at the time of agreement.

**ARTICLE XI - Labor-Management Committee**

Effective July 1, 1990 a Labor-Management Committee shall be created consisting of two (2) members from the Association and one (1) appointed by the Superintendent. Said committee shall meet once a month during the school year to discuss problems as they arise.

**ARTICLE XII - Grievance Procedure**

A. Purpose

The purpose of this procedure is to provide for a settlement of any disagreement about the meaning or application of this contract.

B. Definitions

1. "Grievance" shall mean a claimed violation of a specific and express provision of this agreement.

2. The term "aggrieved" shall mean an individual covered under the terms of this contract.

3. "Immediate supervisor" means the building administrator or cafeteria manager, as the case may be, to whom the bargaining unit member is directly responsible. If the subject of the grievance is such that it crosses buildings or is District-wide, the immediate supervisor shall be the Superintendent.

4. "Days" shall be defined as those days when the office of the Superintendent is open for official school business except as otherwise specifically stated.

5. "Representative" means the individual(s) selected by the bargaining unit member to represent him/her at any or all stages of the grievance procedure. Said representative must be a representative or an official of the Chenango Forks Support Staff Association. Said individuals shall be limited to two (2) persons unless otherwise mutually agreed upon.

#### C. Grievance Procedure

1. Any grievance statement submitted in writing shall include the name(s) and position(s) of the aggrieved, a concise statement of alleged violation, the specific provision(s) of the contract to which the grievance applies, and the kind of action the aggrieved desires the District to take to remedy the situation and shall be signed by the aggrieved.

2. All meetings or hearings involving grievances will be held either during unassigned time during the school day or after school hours as established by mutual consent.

3. The number of days at each stage will be considered as a maximum, except when by mutual written agreement the time limits are extended. Failure by the aggrieved to follow the time limits shall result in the dismissal of the grievance and further processing of same shall be barred. Failure by the employer to process the grievance in a timely fashion shall be considered a denial of the grievance and shall permit the processing of the grievance to the next step of the grievance procedure.

4. A grievance must be initiated within twenty (20) days of the event which gives rise to the bargaining unit member's grievance.

5. If a decision at any 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 shall be barred.

6. The time limits specified for each stage in this procedure shall be measured from the date of the written document.

7. The aggrieved shall have a right to representation at all stages of the grievance procedure as defined in Article XII B.5.

#### D. Grievance Stages

##### 1. Stage I - Immediate Supervisor

(a) The aggrieved who alleges a violation under the terms of this contract will first discuss the matter informally with his/her immediate supervisor, within twenty (20) days of such alleged violation, with the objective of solving the matter satisfactorily.

(b) If the grievance cannot be resolved informally, it shall be presented in writing to the immediate supervisor by the aggrieved bargaining unit member within five (5) days of the informal conference, the written grievance shall contain the information set forth in Section C.1.

(c) Within five (5) days after the written grievance is presented to the immediate supervisor, (s)he shall submit a written reply to the aggrieved.

## 2. Stage II - Superintendent

(a) If the aggrieved is not satisfied with the disposition of the grievance at Stage I, an appeal may be filed with the Superintendent within five (5) days of the written answer. However, if the supervisor at Stage I was the Superintendent, the grievance shall be appealed within twenty (20) days of his/her written answer directly to Stage III. The appeal shall include a written statement of the grievance and the answer at Stage I.

(b) The Superintendent or his/her designee will conduct a hearing with the aggrieved within ten (10) days after receipt of the appeal.

(c) The Superintendent shall render a decision in writing to the aggrieved within five (5) days after the conclusion of the hearing.

## 3. Stage III - Board of Education

(a) If the aggrieved is not satisfied with the disposition of the grievance at the second stage, the aggrieved may submit the grievance to the Board of Education by written notice within thirty (30) days from the conclusion of the second stage.

(b) The Board will conduct a hearing on the grievance within thirty (30) days after receiving the appeal.

(c) The Board shall render a decision on the grievance in writing within ten (10) days of the hearing date or at its next official Board meeting whichever is later.

(d) Awards may not be retroactive beyond ten (10) days prior to the service of the Stage I written grievance.

A. It is further 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. This agreement entered into this 28 day of Oct., 1998, shall be in full force and effect from July 1, 1998 through June 30, 2000.

Gary M. Wilson  
Witness

Gary M. Wilson  
Witness

Kathleen M. Heath  
President, Chenango Forks  
Support Staff Association

J. Edward Emrick  
Superintendent of Schools